

Omaha, in said County of Douglas, Nebraska for more than fifty-two weeks last past; that the printed notice here-to attached was published in THE DAILY RECORD, of Omaha, for <u>1</u> consecutive weeks on:

5/31/24

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

> GENERAL NOTARY - State of Nebraska NICOLE M. PALMER My Comm. Exp. October 1, 2025

Publisher's Fee

Additional Copies

Filing Fee

Total \$24.00

\$24.00

Subscri	bed in my presence and sworn to before
me this	MAY 31 2024

Notary Public in and for Douglas County, State of Nebraska

5/31

SCHOOL DISTRICT NO. 17

S. 147th St. Omaha, NE 68137.

MPS website at www.mpsomaha.org.

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, 2024, at the Don Stroh Administration Center, 5606 South 147 Street, Omaha, NE 68137

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Dated this 3rd day of June, 2024

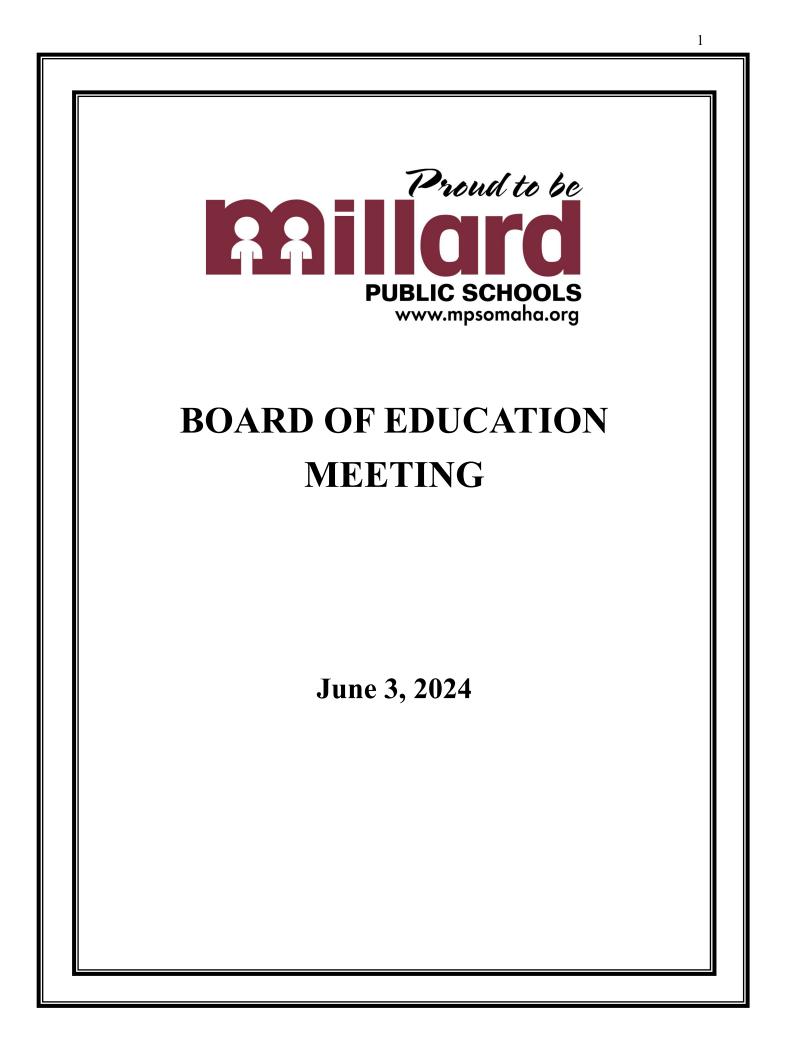
tacy Jolley - President Mike Kennedy - Vice President Linda Poole – Secretary 1 400 Amanda McGill Johnson -Treasurer Mike Pate

Lisa Schoenberger

BOARD OF EDUCATION MEETING SIGN IN

JUNE 3, 2024

NAME:	REPRESENTING:	<u>Observing for</u> <u>a Class? (Y/N)</u>
JUSTIN CLITIS	Selt	Ņ



BOARD OF EDUCATION MILLARD PUBLIC SCHOOLS OMAHA, NEBRASKA

BOARD MEETING JUNE 3, 2024 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, 2024
- 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 - None

I. New Business

- 1. Approval of Rule 2100.50: Administration Administrative and Supervisory Personnel Principal-PK-12
- 2. Approval of Rule 2100.51: Administration Administrative and Supervisory Personnel Assistant Principal-PK-12
- 3. First Reading of Policy 4170: Human Resources Reduction in Force Certificated Staff
- 4. First Reading of Policy 4300: Human Resources Professional Growth/Professional Learning
- 5. Approval of Rule 4510.6: Human Resources Family and Medical Leave Act (FMLA)
- 6. Approval of Rule 4510.8: Human Resources Family Death Leave
- 7. First Reading of Policy 5110: Student Services Transfer of Students within the District
- First Reading of Policy 6301: Curriculum, Instruction and Assessment Assessed Curriculum Accountability for Assessments
- 9. Approval of Rule 6315.1: Curriculum, Instruction, and Assessment- Millard Education Program Use of Assessment Data
- 10. Approval of Rule 6330.2: Curriculum, Assessment, and Instruction Grading Guidelines for Kindergarten and First Grade
- 11. Adoption of Rule 6330.4: Curriculum, Assessment, and Instruction Grading Guidelines for Montessori
- 12. Approval of the Learning Community District Initiative Agreement for Literacy Coaching
- 13. Approval of Custodial Maintenance and Grounds Agreement with the Service Employees International Union

- 14. Approval of Compensation for Non-Union Employees
- 15. Approval of Contract for Elevator Repair at Don Stroh Administration Center
- 16. Approval of 2024-25 High School Calendars
- 17. Approval Mental Health and Student Wellness Memorandum of Understanding
- 18. Approval of Personnel Actions: Recommendation to Hire, Resignation Agenda
- 19. Executive Session Personnel
- J. Reports None

K. Future Agenda Items/ Board Calendar

- 1. Thursday, June 6, 2024 Foundation Golf Tournament -11:30 a.m. shotgun start at Tiburon
- 2. Monday, June 10, 2024 Committee of the Whole Meeting 6:00 p.m. at DSAC
- 3. Monday, July 8, 2024 Board of Education Meeting at 6:00 p.m. at DSAC
- 4. Monday, July 29, 2024 New Staff Breakfast from 8:00 a.m. -9:00 a.m. at Millard West High School
- 5. Thursday, August 8, 2024 First Day of School for Students
- 6. Monday, August 12, 2024 Committee of the Whole 6:00 p.m. at DSAC
- 7. Monday, August 19, 2024 Board of Education Meeting 6:00 p.m. at DSAC
- 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, 2024 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, 2024.
- F.2* Approval of Bills and receive the Treasurer's Report and Place on File.
- G.1 Superintendent's Comments
- G.2 Board Comments/Announcements
- H.1 Unfinished Business None
- I.1 Motion by ______, seconded by ______, to approve Rule 2100.50: Administration Administrative and Supervisory Personnel Principal-PK-12.
- I.2 Motion by _____, seconded by _____, to approve Rule 2100.51: Administration Administrative and Supervisory Personnel Assistant Principal-PK-12.
- I.3 First Reading of Policy 4710 Human Resources Reduction in Force Certificated Staff
- I.4 First Reading of Policy 4300: Human Resources Professional Growth/Professional Learning.
- I.5 Motion by _____, seconded by _____, to approve Rule 4510.6: Human Resources Family and Medical Leave Act (FMLA).
- I.6 Motion by _____, seconded by _____, to approve Rule 4510.8: Human Resources Family Death Leave.

- I.7 First Reading of Policy 5110: Student Services Transfer of Students within the District.
- I.8 First Reading of Policy 6301: Curriculum, Instruction and Assessment Assessed Curriculum Accountability for Assessments.
- I.9 Motion by ______, seconded by ______, to approve Rule 6315.1: Curriculum, Instruction, and Assessment-Millard Education Program - Use of Assessment Data.
- I.10 Motion by ______, seconded by ______, to approve Rule 6330.2: Curriculum, Assessment, and Instruction Grading Guidelines for Kindergarten and First Grade.
- I.11 Motion by _____, seconded by _____, to adopt Rule 6330.4: Curriculum, Assessment, and Instruction Grading Guidelines for Montessori.
- I.12 Motion by ______, seconded by ______, to approve the Learning Community District Initiative Agreement for Literacy Coaching and authorize the Associate Superintendent for Educational Services to execute all documents related to this.
- I.13 Motion by ______, seconded by ______, that the Negotiated Agreement for Custodial, Maintenance, and Grounds Employees with the Service Employees International Union for the 2024-25 and the 2025-26 school years be approved and that the Superintendent or his designee be authorized to execute any and all documents related to such Agreement.
- I.14 Motion by ______, seconded by ______, to approve a 5.20% total package increase for all professional technical hourly, professional technical salaried, administrators, and food service employees for the 2024-25 school year.
- I.15 Motion by ______, seconded by ______, that the contract for the Elevator Repair at Don Stroh Administration Center be awarded to Schumacher Elevator in the amount of \$150,343 and that the Chief Financial Officer be authorized to execute any and all documents related to such project.
- I.16 Motion by ______, seconded by ______, to approve 2024-25 High School Calendars.
- I.17 Motion by ______, seconded by ______, to approve Mental Health and Student Wellness Memorandum of Understanding.
- I.18 Motion by ______, seconded by ______, to approve Recommendation to Hire, Contract Addendum.
- I.19 Motion by ______, seconded by ______, to go into Executive Session at ____p.m. for the purpose of Personnel for the protection of the public's interest.
- J. Reports None
- K. Future Agenda Items/ Board Calendar
 - 1. Thursday, June 6, 2024 Foundation Golf Tournament -11:30 a.m. shotgun start at Tiburon
 - 2. Monday, June 10, 2024 Committee of the Whole Meeting 6:00 p.m. at DSAC
 - 3. Monday, July 8, 2024 Board of Education Meeting at 6:00 p.m. at DSAC
 - 4. Monday, July 29, 2024 New Staff Breakfast from 8:00 a.m. 9:00 a.m. at Millard West High School
 - 5. Thursday, August 8, 2024 First Day of School for Students
 - 6. Monday, August 12, 2024 Committee of the Whole 6:00 p.m. at DSAC
 - 7. Monday, August 19, 2024 Board of Education Meeting 6:00 p.m. at DSAC

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

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, 2024, 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, 2024 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 Acknowledgement 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 Stacy Jolley 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. Poole, Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, and Mr. Pate were present.

Motion by Mike Kennedy, seconded by Linda Poole, to excuse Amanda McGill Johnson from tonight's meeting. Voting in favor of said motion was: Mrs. Schoenberger, Mrs. Poole, Mr. Kennedy, Mrs. Jolley, and Mr. Pate. Voting against were: None. Motion carried.

The Student Showcase highlighted

Millard North High School: Presidential Scholars Candidates, Perfect ACT, Economics Team, World Languages, National Latin Exam, HOSA, Journalism, DECA, Debate, and Forensics.

Millard South High School: Presidential Scholars Candidates, HOSA, Journalism, Drama, Student Council, DECA, Debate, and Forensics.

Millard West High School: Perfect ACT, World Languages, HOSA, Journalism, Drama, DECA, and Forensics.

Mrs. Jolley 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 Mike Kennedy, to approve the Board of Education minutes for May 6, 2024, and approve the bills and receive the treasurer's report and place on file. Voting in favor of said motion was: Mrs. Poole, Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, Mr. Pate and Mrs. McGill Johnson. Voting against were: None. Motion carried.

Superintendent's Comments:

Dr. Schwartz said that the student showcase tonight was amazing. He said that this time of the year is the best time of year and that it is incredible to see the number of students that excel and the staff support them.

Board Comments:

Mrs. Schoenberger:

Mrs. Schoenberger said that it was overwhelming to see all the success our students have achieved this year. Mrs. Schoenbergr shared that she attended the Project Search graduation last week and is so grateful for all the work our staff do to support our students. She is looking forward to the Young Adult Program graduation.

Mrs. Poole:

Mrs. Poole thanked our students, staff, and community for an amazing school year. Mrs. Poole shared that she is looking forward to graduation.

Mrs. Poole also shared that the next TAC meeting is later this week via Zoom.

Mr. Kennedy:

Mr. Kennedy said that he would like our unicameral to see all the great things our students have achieved that were showcased on a night like tonight. Mr. Kennedy shared that he is grateful for the great educators and parents that have supported our students. Mr. Kennedy is also looking forward to graduation.

Mr. Pate:

Mr. Pate shared that so much talent was shared here tonight and that does not happen by accident. Mr. Pate said that students put in lots of hard work and they have wonderful staff that support them. He wishes some of the media coverage of public schools work show the positive things that are occurring. Mr. Pate said that it is a great time of the year with all of the end of the year celebrations such as the employee recognition dinner and graduation. Mr. Pate shared that this weekend will be his last graduation as a board member.

Mrs. Jolley:

Mrs. Jolley thanked the teachers and sponsors that have supported her children for the last twenty years that they have been a part of Millard Public Schools. She shared that she appreciated them and is grateful for their support.

Mrs. Jolley congratulated the Millard West baseball team on winning the state championship.

Unfinished Business: None

New Business:

Motion by Lisa Schoenberger, seconded by Mike Kennedy, to approve Rule 2100.18: Administration - Administrative and Supervisory Personnel - Director of Employee Relations. Voting in favor of said motion was: Mr. Kennedy, Mrs. Jolley, Mr. Pate, Mrs. McGill Johnson, Mrs. Poole, and Mrs. Schoenberger. Voting against were: None. Motion carried.

Motion by Lisa Schoenberger, seconded by Mike Kennedy, to approve Policy 3822: Support Services - Transportation - Drivers-Training. Voting in favor of said motion was: Mrs. Jolley, Mr. Pate, Mrs. McGill Johnson, Mrs. Poole, Mrs. Schoenberger, and Mr. Kennedy. Voting against were: None. Motion carried.

Motion by Lisa Schoenberger, seconded by Mike Kennedy, to approve Rule 6320.1: Curriculum, Instruction, and Assessment- Students: Requirements for Senior High School Graduation. Voting in favor of said motion was: Mr. Pate, Mrs. McGill Johnson, Mrs. Poole, Mrs. Schoenberger, Mr. Kennedy, and Mrs. Jolley. Voting against were: None. Motion carried.

Motion by Lisa Schoenberger, seconded by Mike Pate, to approve the 2024 High School Graduates. Voting in favor of said motion was: Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, Mr. Pate, Mrs. McGill Johnson, and Mrs. Poole. Voting against were: None. Motion carried.

Motion by Linda Poole, seconded by Mike Kennedy, to approve Recommendation to Hire: Nathan A. Moseley, Edwin P. Schweikert, Roselie Fitzmorris, Anna M. Slizoski, Carolyn C. Goodwin, Shawn M. Yasutake, Jalaina K. Reinhardt, Avery E. Halliday, Lexi A. Hatt, Savanna M. Mills, Danielle A. Streck, Molly M. Lucas, Arlene Velazco, Katherine L. Brenner, Chrytstal M. Hambek, Jaeli R. Cole; Contract Addendum: Kelsey J. Nodgaard. Voting in favor of said motion was: Mrs. Poole, Mrs. Schoenberger, Mr. Kennedy, Mrs. Jolley, Mr. Pate and Mrs. McGill Johnson. Voting against were: None. Motion carried.

Reports:

Budget Process Update

Chief Financial Officer Chad Meisgeier provided an update on the district's budgeting process. Mr. Meisgeier shared that a May report was not normal, but given the projected loss of more than \$10 million in State Aid, he was sharing information to the Board and the Public in advance to be transparent about the planning process.

Mr. Meisgeier shared that there are a number of strategies being considered to address the projected budget shortfall, including: reduction of budgeted positions; budget evaluation and realignment; evaluation of projection methodologies; focus on non-personnel budgets; change in the levy; moving some of the levy over from the building fund; evaluating additional revenue opportunities; and reducing the cash reserve. Mr. Meisgeier stated that the upcoming preliminary budget recommendation in June will likely involve pulling each of these 'levers' a little bit as opposed to relying too much on any one factor.

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

There were no requests to speak on non agenda items.

Future Agenda Items/ Board Calendar:

- Saturday, May 25, 2024 High School Graduation at Baxter Arena MWHS at 9:00 a.m. / MNHS at 1:00 p.m. / MSHS at 5:00 p.m.
- 2. Monday, June 3, 2024 Board of Education Meeting 6:00 p.m. at DSAC
- 3. Thursday, June 6, 2024 Foundation Golf Tournament -11:30 a.m. shotgun start at Tiburon
- 4. Monday, June 10, 2024 Committee of the Whole Meeting 6:00 p.m. at DSAC
- 5. Monday, July 8, 2024 Board of Education Meeting at 6:00 p.m. at DSAC

Meeting was adjourned at 8:20 p.m..

Poole Secretary, Linda Poole

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Millard Public Schools

June 3, 2024

1

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
	515222	05/16/2024	108436	COX COMMUNICATIONS INC	\$22,461.08
	515225	05/16/2024	143701	WASTE CONNECTIONS OF NEBRASKA INC	\$1.19
	515226	05/23/2024	132443	CORNERSTONES OF CARE	\$1,125.00
	515228	05/23/2024	064800	METRO UTILITIES DISTRICT OF OMAHA	\$42,475.77
	515229	05/23/2024	109843	T-MOBILE USA INC	\$3,976.07
	515230	05/23/2024	143347	VERIZON COMMUNICATIONS INC	\$27.73
	515232	06/03/2024	140821	MARGARET E SCHWARTZ	\$10,795.50
	515233	06/03/2024	143790	360 COMMUNITY SERVICES	\$34,287.75
	515234	06/03/2024	136271	TROPHY GUY INC	\$152.25
	515236	06/03/2024	109853	ACCESS ELEVATOR INC.	\$1,885.91
	515237	06/03/2024	144574	ADVANCE SERVICES INC	\$373.12
	515238	06/03/2024	010112	AE SUPPLY LLC	\$4,975.00
	515239	06/03/2024	144397	SCOT R AHLERS	\$2,160.00
	515240	06/03/2024	139362	AMANDA L AKSAMIT	\$108.55
	515242	06/03/2024	144566	AHMAD MASOOD AMANLLAH	\$67.13
	515243	06/03/2024	138341	MAXIM HEALTHCARE SERVICES HOLDINGS	\$86,352.50
	515244	06/03/2024	012450	AMERICAN RED CROSS-HEALTH & SAFETY	\$805.00
	515246	06/03/2024	140298	AMPLIFY EDUCATION INC	\$19,694.69
	515247	06/03/2024	131265	JILL M ANDERSON	\$187.52
	515248	06/03/2024	143506	ANZALONE CRUSHR LLC	\$975.00
	515249	06/03/2024	012989	APPLE COMPUTER INC	\$2,639.50
	515250	06/03/2024	013496	ASSN FOR SUPERVISION/CURRICULUM DEV	\$1,295.00
	515251	06/03/2024	144112	ASSISTOLOGY LLC	\$2,850.00
	515252	06/03/2024	144608	RILEY J AVIS	\$16.48
	515253	06/03/2024	136706	MONICA M BACHMAN	\$36.82
	515254	06/03/2024	143990	KAITLYN FR BARRETT	\$25.93
	515255	06/03/2024	144553	ANGELICA CHAVEZ BARRIGA	\$76.38
	515256	06/03/2024	017877	CYNTHIA L BARR-MCNAIR	\$131.79

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	515257	06/03/2024	138305	MEAGAN L BASYE	\$110.42
	515258	06/03/2024	133480	BERINGER CIACCIO DENNELL MABREY	\$57,800.00
	515259	06/03/2024	140903	EMMA BECK	\$106.13
	515260	06/03/2024	141521	ERIKA J BECKLEY	\$33.03
	515261	06/03/2024	139889	DARLA G BELL	\$73.10
	515262	06/03/2024	132146	BERGAN KDV LLC	\$490.00
	515265	06/03/2024	142454	LAURA C BESHALER	\$337.35
	515266	06/03/2024	139495	MELISSA N BETTS	\$222.00
	515267	06/03/2024	142377	ABBY J BJORNSEN	\$64.59
	515268	06/03/2024	143275	BRIDGET K BLIEFERNICH	\$27.96
	515270	06/03/2024	134478	TIFFANY M BOCK SMITH	\$130.38
	515271	06/03/2024	130899	KIMBERLY M BOLAN	\$203.28
	515272	06/03/2024	143999	TAYLOR BOOSALIS	\$11,360.25
	515273	06/03/2024	143520	BORSHEIMS JEWLERY COMPANY INC	\$48.00
	515274	06/03/2024	139996	BOYS TOWN	\$57,974.60
	515275	06/03/2024	139947	YESENIA BRAVO	\$141.37
	515277	06/03/2024	139890	DOUGLAS J BREITER	\$48.71
	515278	06/03/2024	143810	SAMUEL BROESCH	\$63.65
	515279	06/03/2024	140192	JENNIFER A BUCHHOLZ	\$17.96
	515280	06/03/2024	142939	MEREDITH E BUCKMAN	\$415.00
	515282	06/03/2024	137628	BRYANT C BULL	\$95.09
	515283	06/03/2024	137306	THOMAS E BURCHARD	\$100.24
	515284	06/03/2024	142860	ANN C BURMEISTER	\$82.88
	515285	06/03/2024	143556	TRENOR J CAMPBELL	\$41.74
	515293	06/03/2024	143369	CAPITAL SANITARY SUPPLY CO INC	\$69,339.35
	515294	06/03/2024	133246	RALPH CAREY	\$324.41
	515295	06/03/2024	023968	JAY B CARLSON	\$19.20
	515296	06/03/2024	143502	CARNEGIE LEARNING INC	\$36,000.00

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Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	515297	06/03/2024	131158	CURTIS R CASE	\$88.44
	515298	06/03/2024	133970	CCS PRESENTATION SYSTEMS	\$2,935.62
	515299	06/03/2024	133589	CDW GOVERNMENT, INC.	\$553.04
	515300	06/03/2024	065420	CENTRAL MIDDLE SCHOOL	\$1,875.00
	515301	06/03/2024	144216	MINDY CHADWELL	\$210.00
	515302	06/03/2024	135648	SUSAN M CHADWICK	\$97.62
	515304	06/03/2024	106836	KEVIN J CHICK	\$800.00
	515305	06/03/2024	106851	CHILDREN'S HOME HEALTHCARE	\$13,242.75
	515307	06/03/2024	131135	PATRICIA A CLIFTON	\$202.00
	515308	06/03/2024	136780	LISA L CLINARD	\$100.10
	515309	06/03/2024	137013	NANCY S COLE	\$89.31
	515312	06/03/2024	134861	TARA R COOPER	\$415.00
	515313	06/03/2024	143248	RANA R COREY	\$41.47
	515314	06/03/2024	143989	MIRANDA H CORMACI	\$349.92
	515316	06/03/2024	106893	WICHITA WATER CONDITIONING INC	\$63.00
	515317	06/03/2024	141898	JACOB S CURTISS	\$768.25
	515318	06/03/2024	144342	DENISE L CZAPLEWSKI	\$61.91
	515319	06/03/2024	131483	JANET L DAHLGAARD	\$27.87
	515320	06/03/2024	132671	JEAN T DAIGLE	\$181.37
	515321	06/03/2024	131003	DAILY RECORD	\$116.66
	515323	06/03/2024	135569	CYNTHIA L DARK	\$168.71
	515324	06/03/2024	138522	RAGENE L DARLING	\$33.16
	515325	06/03/2024	135099	HEATHER L DAUBERT	\$156.00
	515326	06/03/2024	106713	ANDREW S DEFREECE	\$48.11
	515327	06/03/2024	032872	DENNIS SUPPLY COMPANY	\$434.20
	515328	06/03/2024	137331	BASTIAN DERICHS	\$43.08
	515329	06/03/2024	144529	DEVELOPMENTAL DISABILITY CENTER NE	\$71,424.01
	515330	06/03/2024	143650	DH PACE COMPANY INC	\$2,328.00

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	515331	06/03/2024	138609	TONI L DIERKHISING	\$198.37
	515332	06/03/2024	132669	DIGITAL DOT SYSTEMS INC	\$1,565.00
	515333	06/03/2024	135201	DOANE COLLEGE	\$2,160.00
	515334	06/03/2024	139349	TERRIN D DORATHY	\$37.19
	515335	06/03/2024	135689	SUSAN M DULANY	\$161.81
	515336	06/03/2024	139281	PAMELA A DUNCAN	\$1,320.00
	515338	06/03/2024	138426	KELLY D EALY	\$132.59
	515339	06/03/2024	052370	ECHO ELECTRIC SUPPLY CO	\$726.57
	515340	06/03/2024	134991	BRADLEY T EDMUNDSON	\$56.28
	515341	06/03/2024	036830	EDITORIAL PROJECTS IN EDUCATION INC	\$97.00
	515342	06/03/2024	037525	EDUCATIONAL SERVICE UNIT #3	\$133,395.62
	515343	06/03/2024	144457	JOAN M EDWARDS LLC	\$3,790.80
	515344	06/03/2024	133823	REBECCA S EHRHORN	\$363.18
	515345	06/03/2024	038140	ELECTRONIC SOUND INC.	\$187.50
	515346	06/03/2024	135239	JAMY D ELKER	\$600.00
	515347	06/03/2024	131007	ELMAN & CO INC	\$443.00
	515348	06/03/2024	144252	STEVEN W ERICKSON	\$21.04
	515350	06/03/2024	135360	PAMELA A ERIXON	\$91.79
	515351	06/03/2024	109066	TED H ESSER	\$145.99
	515352	06/03/2024	143301	EVANS CUSTOM APPAREL INC	\$2,150.00
	515353	06/03/2024	141762	HELEN M EVANS	\$705.98
	515354	06/03/2024	139316	JASON A FARWELL	\$415.00
	515355	06/03/2024	144005	LORI A FAUST	\$27.60
	515356	06/03/2024	144341	KRISTY L FEDEN	\$65.06
	515357	06/03/2024	137016	ANGELA L FERGUSON	\$58.49
	515358	06/03/2024	144113	ALLISON C FIGGINS	\$94.61
	515359	06/03/2024	142541	FIRESPRING	\$1,667.63
	515360	06/03/2024	130731	FIRST WIRELESS INC	\$443.90

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	515361	06/03/2024	142378	FIS CAPITAL MARKETS US LLC	\$200.00
	515362	06/03/2024	140887	RODNEY JOHNSON	\$900.45
	515364	06/03/2024	143691	FOLLETT CONTENT SOLUTIONS LLC	\$9,019.90
	515365	06/03/2024	143008	NOAH FORD	\$85.00
	515366	06/03/2024	143464	FORMAX LLC	\$548.00
	515367	06/03/2024	139409	MARGARET F FRICKE	\$140.00
	515368	06/03/2024	134223	TERESA J FRIDRICH	\$30.08
	515369	06/03/2024	043760	GALLUP ORGANIZATION	\$1,500.00
	515370	06/03/2024	141939	KATIE J GARCIA	\$20.97
	515372	06/03/2024	139894	TRICIA L GILLETT	\$66.26
	515373	06/03/2024	106660	GLASSMASTERS INC	\$525.00
	515374	06/03/2024	143825	CUBBY'S II	\$34.25
	515375	06/03/2024	143945	MALARIE L GRAHAM	\$2,160.00
	515376	06/03/2024	143986	KESHIA K GREVE	\$38.66
	515377	06/03/2024	144082	JORGE GRIMALDO SANCHEZ	\$362.50
	515378	06/03/2024	130083	HARRY S GRIMMINGER	\$84.42
	515380	06/03/2024	132673	JULIE L HAHN	\$50.92
	515381	06/03/2024	141900	CATHERINE A HANISH	\$117.32
	515382	06/03/2024	136805	JAMES R HANLON	\$404.13
	515384	06/03/2024	131367	AMANDA J HARTZ	\$415.00
	515385	06/03/2024	130746	SPENCER R HAWKINS	\$43.47
	515386	06/03/2024	140889	DEANNA L HAYES	\$40.87
	515387	06/03/2024	048475	HEARTLAND FOUNDATION	\$13,860.00
	515388	06/03/2024	102842	HELGET GAS PRODUCTS INC	\$92.05
	515389	06/03/2024	141513	MELISSA M HENNINGS	\$176.88
	515390	06/03/2024	134455	ROBERT J HETTINGER	\$371.49
	515391	06/03/2024	144406	LAUREN MS HEWITT	\$1,080.00
	515393	06/03/2024	138782	JACOB W HIRZ	\$98.09

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Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	515395	06/03/2024	144620	BECKY LYNN HOLMAN	\$100.00
	515396	06/03/2024	144343	MICHELLE C HOLMBERG	\$61.91
	515398	06/03/2024	144013	HOME AT LAST LLC	\$4,250.00
	515399	06/03/2024	049320	HONEYMAN RENT ALL	\$163.50
	515400	06/03/2024	135658	SHAUN E HOOVER	\$67.47
	515401	06/03/2024	132531	TERRY P HOULTON	\$973.56
	515402	06/03/2024	101533	DIANE F HOWARD	\$96.22
	515403	06/03/2024	132590	HUB INTERNATIONAL GREAT PLAINS LLC	\$5,823.00
	515404	06/03/2024	137426	HUGHES MULCH PRODUCTS LLC	\$6,960.00
	515405	06/03/2024	142259	PAMELA K HUSS	\$226.19
	515406	06/03/2024	107489	JAY W HUTFLES	\$181.57
	515407	06/03/2024	130283	KARA L HUTTON	\$101.95
	515409	06/03/2024	133397	HY-VEE INC	\$1,079.81
	515410	06/03/2024	132878	HY-VEE INC	\$480.69
	515411	06/03/2024	049851	HY-VEE INC	\$818.58
	515412	06/03/2024	049850	HY-VEE INC	\$152.42
	515413	06/03/2024	143162	I3-MPN LLC	\$2,500.00
	515414	06/03/2024	136349	SCOTT H INGWERSON	\$98.13
	515415	06/03/2024	144568	INTERNATIONAL PAPER CO	\$250.00
	515416	06/03/2024	100586	EDUCATIONAL THEATRE ASSOCIATION	\$595.00
	515417	06/03/2024	102958	ALL BATTERY CENTERS INC	\$200.94
	515418	06/03/2024	140729	J F AHERN CO	\$2,000.38
	515427	06/03/2024	143609	JACKSON SERVICES INC	\$8,608.88
	515428	06/03/2024	131157	CHRISTINE A JANOVEC-POEHLMAN	\$122.34
	515429	06/03/2024	136953	DELI MANAGEMENT INC	\$510.00
	515430	06/03/2024	135735	GEORGE W JELKIN	\$103.18
	515431	06/03/2024	133037	JENSEN TIRE & AUTO #15	\$2,452.39
	515432	06/03/2024	054448	STEVEN K JOEKEL	\$156.00

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	515433	06/03/2024	144521	JOHNS HOPKINS HEALTH SYSTEM CORP	\$2,160.00
	515434	06/03/2024	083400	JOHNSON CONTROLS US HOLDINGS LLC	\$3,917.83
	515435	06/03/2024	130994	JOHNSON CONTROLS INC	\$3,939.00
	515438	06/03/2024	135373	LINDA K JOHNSON	\$38.19
	515439	06/03/2024	108171	CANDY R JONES	\$241.33
	515440	06/03/2024	142898	JUST FOR KIDS THERAPY INC	\$243.00
	515441	06/03/2024	144345	SARAH J KATHOL	\$26.00
	515442	06/03/2024	140881	DARIN C KELBERLAU	\$612.89
	515445	06/03/2024	134284	KIEWIT MIDDLE SCHOOL	\$5,168.00
	515446	06/03/2024	140091	KENT J KINGSTON	\$32.96
	515447	06/03/2024	144409	KARLIE J KNOEPFLER	\$2,086.75
	515450	06/03/2024	134864	BRIDGET K KOWAL	\$268.15
	515451	06/03/2024	143655	STACEY J KOZISEK	\$11.66
	515452	06/03/2024	141957	MELINDA S KRAUSE	\$40.07
	515453	06/03/2024	135814	KELLI K KRAUSE	\$297.68
	515454	06/03/2024	134329	JASON M KRSKA	\$27.88
	515455	06/03/2024	143206	KUDER INC	\$1,500.00
	515456	06/03/2024	144111	K12 SIGN LANGUAGE SOLUTIONS LLC	\$8,312.50
	515459	06/03/2024	135257	LANGUAGE LINE SERVICES INC	\$820.49
	515460	06/03/2024	137505	KATHARINE LAWLOR	\$365.00
	515461	06/03/2024	135696	CHAD D LAWTON	\$168.44
	515462	06/03/2024	139583	JENA J LEU	\$15.81
	515463	06/03/2024	143836	LIGHTBOX LEARNING	\$2,929.12
	515464	06/03/2024	133643	JODY C LINDQUIST	\$57.15
	515465	06/03/2024	141002	MEGAN M LINNELL	\$9.05
	515466	06/03/2024	138354	STEFANIE N LORENZEN	\$364.73
	515468	06/03/2024	137690	LOUISA A LUKE	\$38.55
	515469	06/03/2024	137207	LEE ANN M MAASS	\$136.01

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	515470	06/03/2024	099321	MACKIN BOOK CO	\$896.40
	515471	06/03/2024	143953	JEREMY S MADSON	\$44.35
	515472	06/03/2024	144494	MAJOR DRAIN LLC	\$180.00
	515473	06/03/2024	138645	LAURA K MALCOM	\$240.00
	515474	06/03/2024	137281	DMG INC	\$700.51
	515475	06/03/2024	138473	KEITH W MALY	\$166.18
	515476	06/03/2024	138772	SHELLY A MANN	\$24.59
	515477	06/03/2024	135493	JOHN MARTINEZ	\$80.00
	515478	06/03/2024	138341	MAXIM HEALTHCARE SERVICES HOLDINGS	\$11,127.48
	515479	06/03/2024	130693	SANDRA M MCALEXANDER	\$118.37
	515480	06/03/2024	144418	ELIZABETH MCCLELLAND	\$43.23
	515481	06/03/2024	136618	DANIEL R MCCONNELL	\$150.36
	515482	06/03/2024	137014	RYE L MCINTOSH	\$95.21
	515483	06/03/2024	141523	KELLI M MCWILLIAMS	\$32.16
	515484	06/03/2024	133515	LYLE E MEAD	\$513.76
	515487	06/03/2024	143876	MEDBRIDGE INC	\$1,273.08
	515489	06/03/2024	133403	AMERICAN NATIONAL BANK	\$48,140.25
	515490	06/03/2024	144614	FELICIA A METZ	\$16.78
	515491	06/03/2024	140117	DANIEL J MEYER	\$83.53
	515492	06/03/2024	137183	TERRY M MEYER	\$274.70
	515494	06/03/2024	144040	CATELYN N MEYSENBURG	\$70.35
	515496	06/03/2024	141664	MIDWEST ALARM SERVICES	\$613.08
	515497	06/03/2024	064950	MIDWEST METAL WORKS INC	\$340.00
	515500	06/03/2024	065438	MILLARD NORTH HIGH SCHOOL	\$1,523.00
	515501	06/03/2024	065440	MILLARD SOUTH HIGH SCHOOL	\$28,154.42
	515502	06/03/2024	065443	MILLARD WEST HIGH SCHOOL	\$6,250.68
	515503	06/03/2024	131328	MILLER ELECTRIC COMPANY	\$7,851.81
	515505	06/03/2024	143585	EMILY J MORGAN	\$2,160.00

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	515506	06/03/2024	140990	LAURA M MORRIS	\$291.79
	515507	06/03/2024	143496	JERLENE J MOSLEY	\$7,000.00
	515508	06/03/2024	143898	EMILY C MURPHY	\$84.63
	515510	06/03/2024	067000	NASCO	\$901.22
	515511	06/03/2024	130548	NCS PEARSON INC	\$46,902.48
	515512	06/03/2024	143817	AMERICAN STRING TEACHERS ASSN-NE	\$50.00
	515513	06/03/2024	068415	NEBRASKA COUNCIL SCHOOL ADMIN	\$200.00
	515514	06/03/2024	068445	NEBRASKA FURNITURE MART INC	\$813.99
	515515	06/03/2024	143011	NEBRASKA STATE FIRE MARSHAL AGENCY	\$600.00
	515516	06/03/2024	141558	JILL M NEELEY	\$42.48
	515517	06/03/2024	107732	BRIAN L NELSON	\$560.00
	515518	06/03/2024	141138	AMANDA J NIEMIEC	\$369.70
	515519	06/03/2024	107905	MELINDA C NOLLER	\$89.98
	515520	06/03/2024	135570	JONATHAN L NORD	\$519.09
	515521	06/03/2024	141203	HOUGHTON MIFFLIN HARCOURT PUBLISH	\$211,502.50
	515522	06/03/2024	100013	ODP BUSINESS SOLUTIONS LLC	\$542.27
	515523	06/03/2024	132778	MELANIE L OLSON	\$16.68
	515524	06/03/2024	099658	OMAHA CHILDRENS MUSEUM	\$441.00
	515525	06/03/2024	133850	ONE SOURCE	\$1,775.50
	515526	06/03/2024	144248	CHARLES S ORLANDO	\$123.28
	515527	06/03/2024	138662	KELLY D OSTRAND	\$161.36
	515528	06/03/2024	133368	KELLY R O'TOOLE	\$38.06
	515529	06/03/2024	142290	OVERDRIVE INC	\$38,139.76
	515530	06/03/2024	134428	ELIZABETH A PACHTA	\$164.89
	515532	06/03/2024	132006	ANDREA L PARSONS	\$53.73
	515533	06/03/2024	107783	HEIDI T PENKE	\$66.20
	515534	06/03/2024	144616	PERRY WEATHER INC	\$8,112.47
	515535	06/03/2024	132751	BETH A PFEIFFER	\$74.57

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	515536	06/03/2024	133390	HEATHER C PHIPPS	\$737.34
	515538	06/03/2024	144380	ANDREW T POLINKO	\$43.96
	515539	06/03/2024	139928	DANIEL J POLODNA	\$30.94
	515540	06/03/2024	144425	JANETTE R PORTER	\$2,160.00
	515541	06/03/2024	136476	JENNY R POWERS	\$42.01
	515542	06/03/2024	142781	POWERSCHOOL HOLDINGS LLC	\$152,943.27
	515543	06/03/2024	131835	PRAIRIE MECHANICAL CORP	\$55,978.09
	515544	06/03/2024	142855	JENNIFER L PRASCH	\$29.01
	515545	06/03/2024	139532	PREFERRED SHIPPING INC	\$58.15
	515547	06/03/2024	143687	PRIME HOME DDS INC	\$23,419.71
	515548	06/03/2024	134598	PRIME COMMUNICATIONS INC	\$500.00
	515551	06/03/2024	102241	PYRAMID SCHOOL PRODUCTS	\$4,752.00
	515553	06/03/2024	109810	BETHANY B RAY	\$165.16
	515554	06/03/2024	134858	JENNIFER L REID	\$42.55
	515555	06/03/2024	133770	DIANE E REINERS	\$36.18
	515556	06/03/2024	135484	KRISTI L RICHLING	\$13.60
	515557	06/03/2024	137470	AMBER E RIPA	\$415.00
	515558	06/03/2024	138312	PAIGE E ROBERTS	\$415.00
	515559	06/03/2024	136121	MELANIE E ROLL	\$3,185.00
	515561	06/03/2024	144029	KENNETH A ROWE	\$120.00
	515562	06/03/2024	143241	MICHAEL J RUCKER	\$89.49
	515564	06/03/2024	081725	KIMBERLEY K SAUM-MILLS	\$108.61
	515565	06/03/2024	138484	CINDY M SCHARFF	\$415.00
	515566	06/03/2024	144594	JAMES DAVID SCHIEMANN	\$104.00
	515567	06/03/2024	137012	SHELLEY L SCHMITZ	\$99.63
	515568	06/03/2024	143695	SCHUMACHER ELEVATOR COMPANY	\$1,707.75
	515569	06/03/2024	144492	JAMIE L SCOTT	\$19.16
	515570	06/03/2024	109815	JENNIFER L SCOTT	\$85.49

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	515571	06/03/2024	142167	PRISM HEALTH GROUP LLC	\$5,562.00
	515573	06/03/2024	082905	KIMBERLY A SECORA	\$7.10
	515574	06/03/2024	144595	CONNOR SHELTON	\$603.01
	515576	06/03/2024	144377	LINDSAY A SHIELDS	\$72.42
	515577	06/03/2024	135023	DONALD R SHIRLEY	\$305.00
	515578	06/03/2024	139007	MEGAN N SIEBE	\$75.71
	515579	06/03/2024	142823	SIMULATION CURRICULUM CORP	\$1,998.00
	515580	06/03/2024	143994	EMILY N SMITH	\$178.09
	515581	06/03/2024	143266	NATHAN M SMITH	\$42.68
	515582	06/03/2024	140068	LANCE M SMITH	\$966.01
	515583	06/03/2024	137828	BRENT D SNOW	\$3,986.21
	515584	06/03/2024	101476	SODEXO INC & AFFILIATES	\$1,157.92
	515586	06/03/2024	144541	AMANDA M SORENSEN	\$1,080.00
	515587	06/03/2024	141321	SPHERO INC	\$1,145.64
	515588	06/03/2024	141988	LINDSEY J STAACK	\$26.80
	515589	06/03/2024	142102	STERLING COMPUTERS CORPORATION	\$7,198.87
	515591	06/03/2024	139843	STUDENT TRANSPORTATION NEBRASKA INC	\$379,565.46
	515595	06/03/2024	135006	STEVE D THRONE	\$490.57
	515596	06/03/2024	144544	TIFCO INDUSTRIES INC	\$115.90
	515597	06/03/2024	141524	SONIA E TIPP	\$77.69
	515598	06/03/2024	143974	TITAN NURSE STAFFING LLC	\$28,509.00
	515599	06/03/2024	136578	PEGGI S TOMLINSON	\$43.28
	515600	06/03/2024	107719	KIMBERLY P TRISLER	\$51.66
	515601	06/03/2024	106493	TRITZ PLUMBING, INC.	\$24,025.86
	515602	06/03/2024	F03080	TYPING.COM LLC	\$4,670.41
	515603	06/03/2024	142462	JEFFREY S UHER	\$526.85
	515604	06/03/2024	142309	UNANIMOUS INC	\$4,730.00
	515605	06/03/2024	144550	UNIFIRST CORPORATION	\$676.00

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	515606	06/03/2024	100923	UNIVERSITY OF NEBRASKA LINCOLN	\$865.00
	515607	06/03/2024	068840	UNIVERSITY OF NEBRASKA AT OMAHA	\$2,160.00
	515608	06/03/2024	068839	UNIVERSITY OF NEBRASKA KEARNEY	\$2,160.00
	515609	06/03/2024	068875	UNIVERSITY OF NEBRASKA MED CENTER	\$6,542.83
	515610	06/03/2024	068840	UNIVERSITY OF NEBRASKA AT OMAHA	\$10,674.00
	515611	06/03/2024	139797	US BANK NATIONAL ASSOCIATION	\$1,055.00
	515612	06/03/2024	140402	US OMNI & TSACG COMPLIANCE SVCS INC	\$780.00
	515613	06/03/2024	143105	RACHEL L VACEK	\$81.16
	515614	06/03/2024	091040	VAL LTD	\$519.61
	515615	06/03/2024	143653	VALIDATE ME INC	\$450.00
	515616	06/03/2024	138046	AUTO LUBE INC	\$224.04
	515617	06/03/2024	144617	TAYLOR F VAN VLIET	\$1,080.00
	515619	06/03/2024	143432	SCENARIO LEARNING LLC	\$2,500.00
	515620	06/03/2024	144607	STEPHANIE VIK	\$110.00
	515621	06/03/2024	140828	JOSEPH P VONDERHAAR	\$1,934.96
	515622	06/03/2024	131112	LINDA M WALTERS	\$41.41
	515623	06/03/2024	136617	ANTHONY R WARD	\$3,870.00
	515625	06/03/2024	141464	ANTHONY J WEERS	\$225.92
	515627	06/03/2024	140929	ERIC C WELTE	\$121.54
	515628	06/03/2024	094245	WESTLAKE ACE HARDWARE INC	\$46.90
	515629	06/03/2024	139244	AMANDA L WHARTON-HUNT	\$415.00
	515630	06/03/2024	135115	TAMELA J WHITTED	\$202.78
	515631	06/03/2024	137485	WENDY A WIGHT	\$274.76
	515632	06/03/2024	137327	GINA R WIITANEN	\$74.77
	515634	06/03/2024	137180	LAURA P WIRTH	\$4,009.50
	515636	06/03/2024	141413	LAURIE L WRIGHT	\$232.04
	515637	06/03/2024	140186	BRITTANY L WUNDERLICH	\$180.03
	515638	06/03/2024	139165	MARIA G SCARPELLO YEARIAN	\$1,080.00

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Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	515640	06/03/2024	138356	JEFFREY F YOST	\$331.00
	515641	06/03/2024	096200	YOUNG & WHITE	\$12,172.75
	515642	06/03/2024	142269	WHC NE LLC	\$27,196.48
	515643	06/03/2024	136855	PAUL R ZOHLEN	\$48.24
	E107023	06/03/2024	106436	AQUA-CHEM INC	\$1,505.64
	E107024	06/03/2024	138291	AUTISM CENTER OF NEBRASKA INC	\$5,246.00
	E107026	06/03/2024	017900	BARCO MUNICIPAL PRODUCTS, INC.	\$1,101.07
	E107028	06/03/2024	019111	BISHOP BUSINESS EQUIPMENT	\$36,970.79
	E107029	06/03/2024	099220	DICK BLICK CO	\$1,323.87
	E107030	06/03/2024	019559	BOUND TO STAY BOUND BOOKS INC	\$2,046.36
	E107031	06/03/2024	140156	CAMBIUM DATA INC	\$49,282.50
	E107032	06/03/2024	023970	CAROLINA BIOLOGICAL SUPPLY CO	\$1,928.95
	E107034	06/03/2024	024260	CENTER TROPHY COMPANY	\$157.18
	E107045	06/03/2024	139202	CINTAS CORPORATION	\$3,867.90
	E107046	06/03/2024	143654	JEREDITH BRANDS LLC	\$43,548.50
	E107047	06/03/2024	090270	CLEAN WATER GUYS INC	\$1,023.75
	E107048	06/03/2024	136574	CONTROL DEPOT INC	\$233.92
	E107049	06/03/2024	026057	CONTROL MASTERS INC	\$9,837.79
	E107050	06/03/2024	032800	DEMCO INC	\$1,937.13
	E107053	06/03/2024	033473	DIETZE MUSIC HOUSE INC	\$1,037.47
	E107054	06/03/2024	036520	EASTERN NEBRASKA HUMAN SVCS AGENCY	\$43,875.00
	E107055	06/03/2024	038023	EGAN SUPPLY COMPANY	\$6.83
	E107056	06/03/2024	132066	ENGINEERED CONTROLS INC	\$1,234.00
	E107057	06/03/2024	040537	WOLSELEY INVESTMENTS INC	\$56.48
	E107058	06/03/2024	133919	FILTER SHOP INC	\$5,707.40
	E107059	06/03/2024	133960	FIREGUARD INC	\$1,221.67
	E107060	06/03/2024	041086	FLINN SCIENTIFIC INC	\$4,482.59
	E107061	06/03/2024	140791	FRONTLINE PRIVATE SECURITY LLC	\$5,155.00

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	E107062	06/03/2024	131565	GARTNER & ASSOCIATES CO, INC.	\$445.00
	E107063	06/03/2024	044155	GENERAL FIRE & SAFETY	\$295.00
	E107065	06/03/2024	044950	GRAINGER INDUSTRIAL SUPPLY	\$3,367.14
	E107067	06/03/2024	142477	HUSKER DIESEL INC	\$6,252.72
	E107068	06/03/2024	051573	POPCO INC	\$60.00
	E107069	06/03/2024	100928	J W PEPPER & SON INC.	\$1,211.24
	E107070	06/03/2024	054630	JOHNSTONE SUPPLY	\$42.45
	E107071	06/03/2024	054471	JOSTENS INC	\$245.95
	E107072	06/03/2024	138181	KIDWELL ELECTRIC COMPANY INC	\$4,904.00
	E107074	06/03/2024	099217	LAKESHORE EQUIPMENT CO	\$645.00
	E107075	06/03/2024	059470	LIEN TERMITE & PEST CONTROL INC	\$991.00
	E107076	06/03/2024	137947	MECHANICAL SALES PARTS INC	\$1,037.00
	E107077	06/03/2024	102493	MICHAEL TODD & CO INC	\$24.07
	E107078	06/03/2024	101068	MIDWEST BOX COMPANY	\$146.72
	E107080	06/03/2024	137227	SWANK MOTION PICTURES INC	\$22,500.00
	E107081	06/03/2024	068334	NEBRASKA AIR FILTER INC	\$3,546.21
	E107082	06/03/2024	141960	NOODLETOOLS INC	\$2,846.00
	E107083	06/03/2024	134725	OMAHA CASING CO INC	\$354.10
	E107084	06/03/2024	071545	PAPER CORPORATION	\$123,513.60
	E107086	06/03/2024	137779	JARDINE QUALITY IRRIGATION INC	\$841.73
	E107087	06/03/2024	078420	RAWSON & SONS ROOFING, INC.	\$59,284.00
	E107088	06/03/2024	142871	RIVERSIDE ASSESSMENTS LLC	\$44,262.75
	E107089	06/03/2024	139359	DISTRIBUTED WEBSITE CORPORATION	\$595.00
	E107091	06/03/2024	082350	SCHOOL SPECIALTY LLC	\$4,971.66
	E107092	06/03/2024	083188	SHIFFLER EQUIPMENT SALES, INC.	\$5,871.73
	E107096	06/03/2024	088709	AMERICAN EAGLE COMPANY INC	\$73.97
	E107098	06/03/2024	138304	TIME MANAGEMENT SYSTEMS	\$4,550.00
	E107101	06/03/2024	084056	LEXIA VOYAGER SOPRIS INC	\$103,127.20

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amoun
01	E107102	06/03/2024	139738	WASTE MANAGEMENT OF ILLINOIS INC	\$21,924.94
	E107103	06/03/2024	093765	WATER ENGINEERING, INC.	\$2,047.50
	E107104	06/03/2024	094130	WENGER CORPORATION	\$8,620.11
	E107105	06/03/2024	139185	WEST OMAHA WINSUPPLY CO	\$1,119.75
	E107106	06/03/2024	137878	WHITE WOLF WEB PRINTERS INC	\$1,269.96
	E107107	06/03/2024	100578	WT COX SUBSCRIPTIONS INC	\$201.48
01 - To	otal				\$2,711,076.65
02	27357	05/16/2024	100082	MCCORMACK DISTRIBUTING CO INC	\$1,070.59
	27358	06/03/2024	143574	ERIC AMADOR	\$152.25
	27359	06/03/2024	143577	TWILA L BOYSEN	\$76.13
	27360	06/03/2024	010061	BULLER FIXTURE COMPANY	\$43,889.00
	27361	06/03/2024	144144	AMY L BUTTS	\$96.35
	27362	06/03/2024	144618	MARIA L GALEANA SERRANO	\$60.00
	27363	06/03/2024	140802	KAREN M HEDGECOCK	\$34.17
	27364	06/03/2024	143254	ITW FOOD EQUIPMENT GROUP LLC	\$553.42
	27365	06/03/2024	143827	CHERYL A HOLBROOK	\$43.15
	27366	06/03/2024	144593	KYLE LAMMERS	\$10,777.50
	27367	06/03/2024	144059	DIANE M KOJDECKI	\$3.3
	27368	06/03/2024	131437	GRACE C KUBIK	\$44.22
	27369	06/03/2024	106392	MARKING REFRIGERATION INC	\$821.25
	27370	06/03/2024	142660	MIDWEST EQUIP/ESPRESSO SPECIALIST	\$150.00
	27371	06/03/2024	136279	MILLARD PUBLIC SCHOOL CLEARING ACCT	\$1,604.6
	27372	06/03/2024	100013	ODP BUSINESS SOLUTIONS LLC	\$91.5 ⁴
	27373	06/03/2024	101476	SODEXO INC & AFFILIATES	\$695,399.03
	27374	06/03/2024	143748	KALYN F WILDERMUTH	\$87.00
	E30186	06/03/2024	143654	JEREDITH BRANDS LLC	\$19,000.00
	E30187	06/03/2024	137481	STAPLES CONTRACT & COMMERCIAL INC	\$67.84

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Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
06	515258	06/03/2024	133480	BERINGER CIACCIO DENNELL MABREY	\$14,400.00
	515298	06/03/2024	133970	CCS PRESENTATION SYSTEMS	\$34,861.40
	515299	06/03/2024	133589	CDW GOVERNMENT, INC.	\$2,077.92
	515332	06/03/2024	132669	DIGITAL DOT SYSTEMS INC	\$365.00
	515457	06/03/2024	058775	LAMP RYNEARSON ASSOCIATES INC	\$850.00
	515488	06/03/2024	144523	MERCER-ZIMMERMAN INC	\$2,702.23
	515589	06/03/2024	142102	STERLING COMPUTERS CORPORATION	\$295,650.00
	515594	06/03/2024	132452	TERRACON INC	\$1,173.25
	E107086	06/03/2024	137779	JARDINE QUALITY IRRIGATION INC	\$443.42
06 - To	otal				\$352,523.22
07	515235	06/03/2024	010040	A & D TECHNICAL SUPPLY CO INC	\$160.63
	515241	06/03/2024	011180	ALLIED CONSTRUCTION SERVICES	\$5,350.00
	515245	06/03/2024	102430	AMI GROUP INC	\$780.00
	515249	06/03/2024	012989	APPLE COMPUTER INC	\$166.50
	515258	06/03/2024	133480	BERINGER CIACCIO DENNELL MABREY	\$10,542.03
	515310	06/03/2024	025562	COMMERCIAL FLOORING SYSTEMS INC	\$39,344.77
	515321	06/03/2024	131003	DAILY RECORD	\$17.33
	515371	06/03/2024	143780	GENESIS CONTRACTING GROUP LLC	\$4,500.00
	515373	06/03/2024	106660	GLASSMASTERS INC	\$250.00
	515394	06/03/2024	143355	HOLLAND BASHAM ARCHITECTS INC	\$3,572.82
	515485	06/03/2024	136104	MECHANICAL SYSTEMS INC	\$55,927.66
	515486	06/03/2024	107298	MECO-HENNE CONTRACTING, INC.	\$72,540.00
	515495	06/03/2024	103082	MID STATES SCHOOL EQUIPMENT CO INC	\$92,365.00
	515504	06/03/2024	139317	MMC MECHANICAL CONTRACTORS INC	\$794,464.89
	515509	06/03/2024	142914	MARATHON REPROGRAPHICS INC	\$5,458.00
	515548	06/03/2024	134598	PRIME COMMUNICATIONS INC	\$170.54
	515550	06/03/2024	139972	PURDY & SLACK ARCHITECTS PC	\$1,840.00
	515585	06/03/2024	084019	SOL LEWIS ENGINEERING COMPANY	\$18,842.19

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
07	515626	06/03/2024	143362	THE WEITZ GROUP LLC	\$261,012.00
	E107025	06/03/2024	017670	RASMUSSEN MECHANICAL SERVICES INC	\$2,167.00
	E107048	06/03/2024	136574	CONTROL DEPOT INC	\$4,504.25
	E107049	06/03/2024	026057	CONTROL MASTERS INC	\$900.00
	E107072	06/03/2024	138181	KIDWELL ELECTRIC COMPANY INC	\$5,665.00
	E107094	06/03/2024	140803	SUPERIOR LIGHTING INC	\$115,940.15
07 - To	otal				\$1,496,480.76
11	515223	05/16/2024	144606	DEMETRIO GUTIERREZ	\$656.34
	515224	05/16/2024	101881	OMAHA ZOOLOGICAL SOCIETY	\$275.50
	515225	05/16/2024	143701	WASTE CONNECTIONS OF NEBRASKA INC	\$89.27
	515226	05/23/2024	132443	CORNERSTONES OF CARE	\$525.00
	515229	05/23/2024	109843	T-MOBILE USA INC	\$36.94
	515263	06/03/2024	144611	ABIGAIL M BERTHOLD	\$897.90
	515264	06/03/2024	131401	TYLER J BERZINA	\$25.97
	515269	06/03/2024	143926	HOT PANS INC	\$228.00
	515276	06/03/2024	140520	JULIE K BREESE	\$62.59
	515281	06/03/2024	143352	CTBOOK HOLDINGS LLC	\$2,220.50
	515284	06/03/2024	142860	ANN C BURMEISTER	\$102.97
	515311	06/03/2024	143089	MARTINA BEX	\$42.00
	515312	06/03/2024	134861	TARA R COOPER	\$201.00
	515315	06/03/2024	140419	JENNIFER M CRUM	\$10.69
	515321	06/03/2024	131003	DAILY RECORD	\$18.00
	515322	06/03/2024	144369	KAYLA J DANIEL	\$11.00
	515326	06/03/2024	106713	ANDREW S DEFREECE	\$220.12
	515337	06/03/2024	144258	DYNAMIC INTERNET SOLUTIONS LLC	\$1,470.00
	515349	06/03/2024	144251	JEFFREY A ERIXON	\$152.00
	515350	06/03/2024	135360	PAMELA A ERIXON	\$37.00
	515379	06/03/2024	143590	ALLYCIA I GUTIERREZ	\$1,471.00

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
11	515383	06/03/2024	144382	CALEB E HARTHOORN	\$1,144.75
	515444	06/03/2024	144366	OMAHA DISCOVERY TRUST	\$550.00
	515448	06/03/2024	132571	JULIA L KOLANDER	\$12.45
	515449	06/03/2024	131826	ALICIA C KOTLARZ	\$224.41
	515458	06/03/2024	144612	BREANNA M LANE	\$20.70
	515463	06/03/2024	143836	LIGHTBOX LEARNING	\$1,358.40
	515467	06/03/2024	144615	KIMBERLY A LORETTA	\$2,656.75
	515499	06/03/2024	139503	MILLARD FOOD SERVICE	\$6.20
	515502	06/03/2024	065443	MILLARD WEST HIGH SCHOOL	\$5,799.32
	515523	06/03/2024	132778	MELANIE L OLSON	\$38.73
	515524	06/03/2024	099658	OMAHA CHILDRENS MUSEUM	\$489.00
	515537	06/03/2024	138397	PICKATIME	\$70.00
	515552	06/03/2024	144426	BROOKE E RAVENSCRAFT	\$14.62
	515563	06/03/2024	137209	ERIN L SALTON	\$220.66
	515565	06/03/2024	138484	CINDY M SCHARFF	\$217.44
	515570	06/03/2024	109815	JENNIFER L SCOTT	\$37.11
	515584	06/03/2024	101476	SODEXO INC & AFFILIATES	\$499.35
	515587	06/03/2024	141321	SPHERO INC	\$1,145.64
	515589	06/03/2024	142102	STERLING COMPUTERS CORPORATION	\$5,500.00
	515591	06/03/2024	139843	STUDENT TRANSPORTATION NEBRASKA INC	\$5,175.47
	515592	06/03/2024	143985	SCOTT STURGEON	\$1,200.00
	515606	06/03/2024	100923	UNIVERSITY OF NEBRASKA LINCOLN	\$530.00
	515607	06/03/2024	068840	UNIVERSITY OF NEBRASKA AT OMAHA	\$2,656.75
	515618	06/03/2024	139788	MARGARET E VANROOYAN	\$37.64
	515624	06/03/2024	135561	WAYSIDE PUBLISHING	\$124.20
	515629	06/03/2024	139244	AMANDA L WHARTON-HUNT	\$250.62
	515633	06/03/2024	135974	WILDLIFE LEARNING ENCOUNTERS	\$890.00
	515635	06/03/2024	144613	ELIZABETH D WRIGHT	\$38.73

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
11	515639	06/03/2024	144326	ANNISE YORK	\$2,000.00
	E107022	06/03/2024	136961	ABANTE LLC	\$468.00
	E107033	06/03/2024	130289	CENTER FOR RESPONSIVE SCHOOLS INC	\$51,458.00
	E107034	06/03/2024	024260	CENTER TROPHY COMPANY	(\$3.05)
	E107073	06/03/2024	107192	FLYNN INNOVATIONS LLC	\$1,032.70
	E107091	06/03/2024	082350	SCHOOL SPECIALTY LLC	\$1,127.55
	E107095	06/03/2024	101257	TEACHERS' CURRICULUM INSTITUTE LLC	\$2,186.10
	E107097	06/03/2024	140681	TEXTBOOK WAREHOUSE LLC	\$25,878.74
11 - To	otal				\$123,810.77
14	515303	06/03/2024	144277	ALEGENT HEALTH CREIGHTON ST JOSEPH	\$9,472.00
	515549	06/03/2024	144356	PRUDENTRX LLC	\$782.49
	515572	06/03/2024	144543	MERITAIN HEALTH INC	\$686,582.54
14 - To	otal				\$696,837.03
17	515235	06/03/2024	010040	A & D TECHNICAL SUPPLY CO INC	\$111.34
	515249	06/03/2024	012989	APPLE COMPUTER INC	\$408.00
	515258	06/03/2024	133480	BERINGER CIACCIO DENNELL MABREY	\$1,000.00
	515360	06/03/2024	130731	FIRST WIRELESS INC	\$256.90
	515493	06/03/2024	139339	SPORTS FACILITY MAINTENANCE LLC	\$2,555.00
	515498	06/03/2024	131899	MIDWEST STORAGE SOLUTIONS	\$327.00
	515514	06/03/2024	068445	NEBRASKA FURNITURE MART INC	\$773.00
	515575	06/03/2024	083175	SHEPPARD'S BUSINESS INTERIORS	\$1,082.35
	E107050	06/03/2024	032800	DEMCO INC	\$1,291.35
	E107053	06/03/2024	033473	DIETZE MUSIC HOUSE INC	\$125.10
	E107066	06/03/2024	035610	HAND2MIND INC	\$2,870.23
	E107079	06/03/2024	064980	MIDWEST SOUND & LIGHTING INC	\$3,140.46
	E107093	06/03/2024	138165	STEVE WEISS MUSIC INC	\$1,296.00
	E107099	06/03/2024	092323	VIRCO INC	\$9,847.20
	E107100	06/03/2024	143271	VITALSIGNS UNLIMITED INC	\$430.00

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
17	E107104	06/03/2024	094130	WENGER CORPORATION	\$10,889.57
17 - To	otal				\$36,403.50
50	515226	05/23/2024	132443	CORNERSTONES OF CARE	\$300.00
	515249	06/03/2024	012989	APPLE COMPUTER INC	\$4,813.00
	515306	06/03/2024	135633	MICHAEL D CLARK	\$24.00
	515364	06/03/2024	143691	FOLLETT CONTENT SOLUTIONS LLC	\$1,130.36
	515392	06/03/2024	144126	SHELBY JALYNN HINDMAN	\$85.00
	515397	06/03/2024	142976	KATHERINE A HOLT	\$70.30
	515409	06/03/2024	133397	HY-VEE INC	\$729.30
	515411	06/03/2024	049851	HY-VEE INC	\$187.16
	515414	06/03/2024	136349	SCOTT H INGWERSON	\$10.00
	515416	06/03/2024	100586	EDUCATIONAL THEATRE ASSOCIATION	\$5.00
	515436	06/03/2024	054492	JIM L JOHNSON	\$155.00
	515437	06/03/2024	144022	KADEYN JOHNSON	\$140.00
	515443	06/03/2024	056276	KELVIN LP	\$2,319.00
	515463	06/03/2024	143836	LIGHTBOX LEARNING	\$399.99
	515502	06/03/2024	065443	MILLARD WEST HIGH SCHOOL	\$5,844.00
	515514	06/03/2024	068445	NEBRASKA FURNITURE MART INC	\$193.99
	515529	06/03/2024	142290	OVERDRIVE INC	\$950.75
	515531	06/03/2024	136739	JAMES W KUPER	\$2,505.60
	515546	06/03/2024	101663	PRESTWICK HOUSE INC	\$1,419.19
	515560	06/03/2024	071023	OMAHA THEATER CO FOR YOUNG PEOPLE	\$305.00
	515591	06/03/2024	139843	STUDENT TRANSPORTATION NEBRASKA INC	\$656.47
	515593	06/03/2024	138062	DUSTIN P TAYLOR	\$150.00
	E107030	06/03/2024	019559	BOUND TO STAY BOUND BOOKS INC	\$3,164.21
	E107050	06/03/2024	032800	DEMCO INC	\$1,000.00
	E107053	06/03/2024	033473	DIETZE MUSIC HOUSE INC	\$4,167.00
	E107064	06/03/2024	044891	THE PROPHET CORPORATION	\$452.54

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
50	E107079	06/03/2024	064980	MIDWEST SOUND & LIGHTING INC	\$376.96
	E107085	06/03/2024	132086	PIONEER VALLEY EDUCATIONAL PRESS	\$1,081.30
	E107090	06/03/2024	082100	SCHOLASTIC INC	\$746.00
	E107099	06/03/2024	092323	VIRCO INC	\$3,554.75
	E107104	06/03/2024	094130	WENGER CORPORATION	\$4,000.00
50 - To	otal				\$40,935.87
99	515531	06/03/2024	136739	JAMES W KUPER	(\$96.63)
	515623	06/03/2024	136617	ANTHONY R WARD	(\$154.80)
99 - Total				(\$251.43)	
Overall - Total			\$6,231,837.74		

AGENDA SUMMARY SHEET

Agenda Item:	Approval of Rule 2100.50: Administration – Administrative and Supervisory Personnel - Principal-PK-12
Meeting Date:	June 3, 2024
Background/ Description:	Seven-year cycle for revision. Revisions made more accurately reflect current duties for this job Description.
Action Desired:	Approval of Rule 2100.50: Administration - Administrative and Supervisory Personnel - Principal-PK-12
Policy / Strategic Plan Reference:	N/A

Responsible Person(s) Dr. Kevin Chick Associate Superintendent of Human Resources

Superintendent's Signature:

Administrator Job Description

Title: Principal-PK-12

Reports to: Principal's designated Central Office performance evaluator

General Summary: Serves as the educational leader of the school. Responsible for the educational programs and services in the school. Responsible for implementing <u>district District programs</u>, policies, and procedures.

Essential Functions:

I. Instructional Leadership and Vision for Learning

The principal:

- A. Assumes responsibility for the continuous school improvement plan and process.
- B. Provides for effective instructional leadership, including monitoring student performance relative to assessments, and ensuring that the written curriculum is the taught, assessed curriculum.
- C. Assumes leadership responsibilities for effective selection, induction, and continual staffdevelopmentprofessional learning and improvement of all personnel.
- D. Directs the development of instructional leadership capacity among teachers and teams.
- E. Provides for effective evaluation and supervision of all personnel.
- F. Provides visible leadership ensuring a positive educational culture that enhances the academic, social, physical, and emotional development of all students.
- G. Communicates the school vision in order to establish high expectations for student and staff performance.
- H. Assists staff to analyze varied sources of information and multiple sources of data to make educational improvement decisions.
- II. School Management

The principal:

- A. Budgets time to achieve balance between administrative and supervisory duties.
- B. Identifies needed changes and improvement in school plant and effectively capitalizes on District resources, procedures and personnel.
- C. Provides sound fiscal management of building resources and programs.
- D. Utilizes effective practices and teaches clear guidelines for appropriate student behavior to provide a safe school environment.
- E. Demonstrates effective skills in conflict resolution, problem analysis, decision-making, and judgment.
- F. Demonstrates effective written, oral and nonverbal communication and facilitation skills.

- G. Directs the planning, implementation, and evaluation of programming related to student activities, clubs, and athletics.
- III. Interpersonal Relationships

The principal:

- A. Demonstrates positive interpersonal relations with students, staff, families and community.
- B. Promotes, assesses, and nurtures a positive interpersonal climate in the school building.
- C. Creates strategic partnerships with community leaders in order to carry out the school/District mission.
- **IV.** Professional Responsibilities

The principal:

- A. Implements and communicates District programs, policies, and procedures.
- B. Engages in personalized learning and school/District professional growth activities.
- C. Holds high expectations for self and others as evidenced by modeling positive work habits and behaviors.
- D. Assumes responsibilities outside the school as related to school matters.
- E. Models and expects staff to exhibit transparent and ethical behavior.

Oualifications:

- 1. Education Level: Preferred: Doctoral degree from an approved institution with a major in educational administration or the accepted equivalent. Required: Master's degree from an approved institution with a major in educational administration or the accepted equivalent.
- 2. Certification or Licensure: Appropriate Nebraska Administrative Certificate.
- Experience desired: Preferred: Three years of successful experience in administration as building principal. 3. Required: Two years of successful experience in a leadership role, and four years of teaching experience.
- 4. Other requirements: Experience, maturity and leadership abilities in appropriate facets of school administration - sensitivity to the needs and objectives of the student, school and district; the ability to supervise, evaluate, and manage the work of others; leadership skills in the area of curriculum development, management and evaluation.

Special Requirements:

~ •		Occasional <u>1 - 32%</u>	Frequent <u>33 - 66%</u>	Constant <u>67% +</u>
1.	Standing		X	
2.	Walking		X	
3	Sitting		X	
4.	Lifting <u>25</u> lb max	X		
5.	Carrying <u>100</u> feet	X		
6.	Pushing / Pulling			
7.	Climbing / Balancing	X		
8.	Stooping / Kneeling / Crouching / Crawling	X		
9.	Reaching / Handling	X		

10.	Speaking / Hearing	X
11.	Seeing / depth perception / color	x

The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. Responsibilities and duties assigned are at the discretion of the supervisor and building principal (or superintendent).

Rule Approved: Rule Revised: August 20, 1990; September 21, 1998; November 1, 2004 January 21, 2008; September 15, 2008; October 3, 2016, June 3, 2024 Millard Public Schools Omaha, Nebraska

Agenda Item:	Approval of Rule 2100.51: Administration – Administrative and Supervisory Personnel – Assistant Principal-PK-12
Meeting Date:	June 3, 2024
Background/ Description:	Seven-year cycle for revision. Revisions made more accurately reflect current duties for this job Description.
Action Desired:	Approval of Rule 2100.51: Administration - Administrative and Supervisory Personnel – Assistant Principal-PK-12
Policy / Strategic Plan Reference:	N/A

Responsible Person(s) Dr. Kevin Chick Associate Superintendent of Human Resources

Superintendent's Signature:

Administrator Job Description

Title: Assistant Principal-PK-12

Reports to: Building Principal

General Summary: Supports the building principal to provide leadership of the educational program and services in the school. Responsible for implementing <u>district_District</u> programs, policies, and procedures under the direction of the building principal.

Essential Functions:

I. Instructional Leadership and Vision for Learning

The assistant principal

- A. Supports the continuous school improvement plan and process.
- B. Provides effective instructional leadership, including monitoring student performance relative to assessments, and ensuring that the written curriculum is the taught, assessed curriculum.
- C. Supports the effective selection, induction, and continual staff development professional learning and improvement of all personnel.
- D. Supports the development of instructional leadership capacity among teachers and teams.
- E. Provides for effective evaluation and supervision of personnel.
- F. Provides visible leadership ensuring a positive educational culture that enhances the academic, social, physical, and emotional development of all students.
- G. Supports the communication of the school vision in order to establish high expectations for student and staff performance.
- H. Assists staff to analyze varied sources of information and multiple sources of data to make educational improvement decisions.
- II. School Management

The assistant principal:

- A. Budgets time to achieve balance between administrative and supervisory duties.
- B. Identifies needed changes and improvement in school plant and effectively capitalizes on District resources, procedures and personnel.
- C. Supports sound fiscal management of building resources and programs.
- D. Utilizes effective practices and teaches clear guidelines for appropriate student behavior to provide a safe school environment.
- E. Demonstrates effective skills in conflict resolution, problem analysis, decision-making, and judgment.
- F. Demonstrates effective written, oral and nonverbal communication and facilitation skills.
- G. Supports the planning, implementation, and evaluation of programming related to student activities, clubs, and athletics.

III. Interpersonal Relationships

The assistant principal:

- A. Demonstrates positive interpersonal relations with students, staff, families and community.
- B. Promotes, assesses, and nurtures a positive interpersonal climate in the school building.
- C. Creates strategic partnerships with community leaders in order to carry out the school/District mission.

IV. Professional Responsibilities

The assistant principal:

- A. Implements and communicates District programs, policies, and procedures.
- B. Engages in personalized learning and school/District professional growth activities.
- C. Holds high expectations for self and others as evidenced by modeling positive work habits and behaviors.
- D. Assumes responsibilities outside the school as related to school matters.
- E. Models and expects staff to exhibit transparent and ethical behavior.

Qualifications:

- 1. Education Level: Preferred: Doctoral degree from an approved institution with a major in educational administration or the accepted equivalent. Required: Master's degree from an approved institution with a major in educational administration or the accepted equivalent.
- 2. Certification or Licensure: Appropriate Nebraska Administrative Certificate.
- 3. Experience desired: Preferred: Three years of successful experience in administration as building principal. Required: Two years of successful experience in a leadership role, and four years of teaching experience.
- 4. Other requirements: Experience, maturity and leadership abilities in appropriate facets of school administration sensitivity to the needs and objectives of the student, school and district; the ability to supervise, evaluate, and manage the work of others; leadership skills in the area of curriculum development, management and evaluation.

Special Requirements:

	Occasior	nal Free	quent	Constant
	1 - 329	6 33 -	· 66%	67% +
1.	Standing		х	
2.	Walking		х	
3	Sitting		х	
4.	Lifting 25 lb maxx			
5.	Carrying 100 feetx			
6.	Pushing / Pullingx			
7.	Climbing / Balancingx			
8.	Stooping / Kneeling / Crouching / Crawlingx			
9.	Reaching / Handlingx			
10.	Speaking / Hearing			X
11.	Seeing / depth perception / color			X

The statements herein are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. Responsibilities and duties assigned are at the discretion of the supervisor and building principal (or superintendent).

Rule Approved: November 3, 1980 Rule Revised: November 17, 1997; September 21, 1998; January 21, 2008; September 15, 2008; October 3, 2016, June 3, 2024 Reaffirmed: November 1, 2004 Millard Public Schools Omaha, Nebraska

Agenda Item:	First Reading of Policy 4170 - Human Resources: Reduction in Force - Certificated Staff
Meeting Date:	June 3, 2024
Background/ Description:	Following District guidelines to review Board Policy/Rule every seven years. The District's legal counsel advised the following revisions based on a recent court case.
Action Desired:	First Reading of Policy 4170 - Human Resources: Reduction in Force - Certificated Staff
Policy / Strategic Plan Reference:	N/A

Responsible Person(s): Kevin Chick, Assoc. Superintendent of Human Resources and Mitch Mollring, Director of Personnel

Superintendent's Signature:

Human Resources

Reduction in Force - Certificated Staff

This policy, in compliance with statutory requirements, covers all certificated employees of the District whose employment contracts are subject to statutes applicable to the tenure, employment rights and procedures for amendment and termination of contracts for certificated employees.

A reduction in force shall consist of a reduction of one or more positions or a reduction in the percentage of employment of one or more certificated staff members in the event that there is a surplus of staff in the departments or subjects in which the certificated staff member is qualified to teach, even if the number or percentage of employment of other employees in departments or subjects that the certificated staff member or subjects that the certificated staff member is not qualified to teach, even if the number or percentage of employment of other employees in departments or subjects that the certificated staff member is not qualified to teach by reasons of certification and endorsement. Reduction in force may result in termination of employment, an amendment to the employee's contract reducing the employee from full-time to part-time status or an amendment to the contract of a part-time employee further reducing that employee's percentage of employment.

The following procedures will apply to staff reduction:

- 1. There will be no reduction of a permanent or tenured employee while a probationary employee is retained to render a service for which such permanent employee is qualified by reasons of certification and endorsement to perform or, in cases where certification is not applicable, by reason of college credits in the teaching area.
- 2. Before any reduction in force occurs, the School Board and the Superintendent and the Superintendent's staff shall present competent evidence demonstrating that a change in circumstances has occurred necessitating a reduction in force. The alleged change in circumstances must be specifically related to the teacher or teachers to be reduced in force and based upon evidence produced at the hearing required by statute after which the Board shall specifically find that there are no other vacancies on the staff for which the employee or employees to be reduced are qualified by endorsement or by professional training to perform.
- 3. Any termination of any employee because of reduction in force shall be a dismissal with honor and, upon request, employee shall be provided a letter to that effect.
- 4. Any employee having been terminated or percentage of employment reduced because of reduction in force shall have preferred rights to re-employment for a period of twenty-four months commencing at the end of the contract year and the employee shall be recalled on the basis of length of service to the school District to any position for which he or she is qualified by endorsement or college preparation to teach.
- 5. An employee, upon re-employment, shall retain all the benefits that accrued to such employee prior to termination provided, however, such leave of absence shall not be considered as a year of employment by the District. An employee under contract to another educational institution may waive recall. Such waiver shall not deprive the employee of his or her right to subsequent recall.
- 6. Any employee who is to be terminated or percentage of time of employment reduced under a reduction in force shall have the right to a hearing as provided by law prior to such termination being affected.
- 7. In the event that the provisions of this policy would place the District in noncompliance with any federal or state law or regulation requiring affirmative action employment practices, the District may vary from these provisions as necessary to comply with such law or regulation.

Legal Reference: Neb. Rev. Stat. § 79-846; § 79-847; § 79-848; § 79-849; § 79-831-835

Related Policies and/or Rules: 4170.1

Reaffirmed: January 23, 2017

Human Resources

Reduction in Force - Certificated Staff

In all instances, permanent employees will not be reduced while a probationary employee is retained to render a service which such permanent employee is qualified by reason of certification and endorsement to perform or where certification is not applicable by reason of college credits in the teaching area. All reduction decisions based upon certification and endorsement will be based upon each employee's certificate on file in the Human Resource Office as of February 1 of the year of the proposed reduction. Staff reduction determinations will be made in the following sequence and each step will be implemented before initiating the next procedure.

- I. Persons to be released first shall be those holding a temporary or provisional certificate or license.
- II. Following the completion of Step 1, persons selected for vacancies during the school year, those filling a leave of absence and part-time probationary employee shall be released.
- III. Probationary employees rendering a service which a permanent certificated employee is qualified by reason of certification and endorsement to perform or where certification is not applicable by reason of college credits in the teaching area shall be released.
- IV. Personnel with permanent certificated status shall be reduced based upon the following considerations:
 - A. The date permanent certificated status was attained.
 - B. In the event two or more employees attained permanent certificated status on the same date, the date of the signing of the contract by the Board of Education will take precedence.
 - C. In the event the length of service and date of signing is the same, the next priority will be given to the date the contract was offered by the office of the Superintendent.
 - D. Staff members to be retained must be retained in the endorsed area unless assigned otherwise by the District because no other qualified personnel are available.
 - E. Due to the confidential and unique personal working relationship necessary between the administration and the Board of Education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the District.
- V. Individuals who are terminated or percentage of employment reduced because of a reduction in force shall be automatically placed on a list for recall in order of length of service, as provided by law, for a period of two years, commencing at the end of the contract year.
 - A. When vacancies occur, individuals on the recall list shall be given first priority for re-employment to any position for which he or she is qualified by endorsement or college preparation to teach on the basis of length of service to the District. Employees desiring to be selected shall advise the Human Resources Office of any change in name, address or telephone number.
 - B. Notification of a vacancy shall be made in writing by certified or registered mail to the last known address of the persons involved and if no written response is received to that correspondence within twenty calendar days of date of mailing, then an attempt shall be made to reach the individual by telephone each day for a period of five calendar days. After the fifth day, and if no written response is received, the next person whose name appears on the recall list will be contacted.

4170.1

- C. For the purpose of establishing length of service only, individuals re-employed from the recall list shall be given credit for the years employed by the District.
- D. In case of termination, the affected individual may continue health insurance at his or her own expense in accordance with the provisions of COBRA.
- E. In the event of re-employment, the individual will be placed upon the salary schedule or ranges in the same position that he/she would have been had he/she not been terminated, excepting that the period of time while the employee was not employed will not be recognized for vertical movement on the schedule.
- F. An employee under contract to another educational institution may waive recall but such waiver shall not deprive the employee of his or her right to a subsequent recall.

Legal Reference: Neb. Rev. Stat. § 79-846, § 79-847; § 79-848; § 9-849; § 79-839

Related Policies and/or Rules: 4170

Rule Approved: December 4, 1978 Revised: September 7, 1982; August 3, 1992; October 21, 2002; December 7, 2009; January 23, 2017 Reaffirmed: July 8, 2024 Millard Public Schools Omaha NE

Agenda Item:	First Reading of Policy 4300: Human Resources - Professional Growth/Professional Learning
Meeting Date:	June 3, 2024
Background/ Description:	Policy revision is provided from our legal counsel based on updates from LB 1329 which requires each district to annually identify trainings needed.
Action Desired:	Approval
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. Kim Saum-Mills, Joe Vonderhaar, Dr. Kevin Chick

Superintendent's

Signature:

Human Resources

Professional Growth/ Professional Learning

<u>The Board of Education authorizes and directs the Superintendent to provide for all annual training</u> required by law for all school employees and submit such recommendations annually to the Board of Education for approval. The Superintendent or designee shall create and maintain a comprehensive District professional learning program for all employees.

Legal Reference: Neb. Rev. Stat. §79-830 Title 92, Nebraska Administrative Code, Chapter 10-007.07 LB 1329 (2024)

Related Policies & Rules: 4300.1, 4300.2, 6400

Policy Adopted: October 7, 1974 Revised: December 1, 1997; June 2, 2003; June 2, 2008; December 19, 2011, September 26, 2022, <u>July 8, 2024</u> Reaffirmed: December 7, 2015 Millard Public Schools Omaha, NE

4300

- Agenda Item: First Reading of Policy 5110 Transfer of Students Within the District
- Meeting Date: June 8, 2024

Background/ Required alignment with Rule change made earlier this **Description:** year.

Action Desired: Approval

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

Responsible Person(s): Bill Jelkin, Student Services

Superintendent's Signature:

Student Services

Transfer of Students within the District

Parents who desire to have their student attend a different school within the District other than their assigned school may request a transfer. Parents need to apply for a transfer at each level (elementary, middle school, and high school) if they want their student to attend a school other than their assigned school. The Superintendent or his/her designee will approve or deny such requests.

Legal Reference: Neb. Rev. Stat. §79-526

Related Policies and Rules: 5110.1

Policy Approved: October 5, 1992 Revised: January 8, 1996; February 16, 1998; September 11, 2000; July 10, 2017<u>; July 8, 2024</u> Reaffirmed: June 1, 2009

Millard Public Schools Omaha, Nebraska

5110

Agenda Item:	First Reading of Policy 6301 Assessed Curriculum – Accountability for Assessments
Meeting Date:	June 3, 2024
Background/ Description:	7 Year Policy & Rule Review
Action Desired:	Approval
Policy / Strategic Plan Reference:	NA
Responsible Person(s):	Dr. Darin Kelberlau

Superintendent's Signature:

Curriculum, Instruction, and Assessment

Assessed Curriculum -- Accountability for Assessments 6301

Accountability for the Comprehensive Student Assessment System is the shared responsibility of district and building personnel. This assessment system includes district and classroom assessments. District assessments shall be secure and administered according to protocols outlined in on the District Assessment <u>Website</u> Procedures Manual and/or in the curriculum guide.

Related Policies & Rules: 6301.1, 6301.2

Policy Adopted: July 12, 1999 Reaffirmed: November 6, 2006; June 4, 2007; August 2, 2010; March 6, 2017 Revised July 8, 2024 Millard Public Schools

Omaha, NE

Agenda Item:	Approval of Rule 6315.1: Curriculum, Instruction, and Assessment- Millard Education Program- Use of Assessment Data
Meeting Date:	June 3, 2024
Background/ Description:	This policy is being revised to reflect changes in the assessment system (adding MAP Suite which includes MAP Fluency instead of only giving MAP Growth K-2 and adding PreACT in lieu of MAP Growth for freshman). It also includes clean up language to reflect the layers of support provided for students who do meet the benchmarks on the ACT.
Action Desired:	Approval of Rule 6315.1: Curriculum, Instruction, and Assessment- Millard Education Program- Use of Assessment Data
Policy / Strategic P Reference:	lan N/A

Responsible Person: Dr. Heather Phipps and Dr. Darin Kelberlau

Superintendent's Signature:

John Schwate

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

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 system will include assessments 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.

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	Name of Assessment
Reading	K, 1 st , 2 nd Grade	MAP SuiteGrowth
Writing	K, 1 st , 2 nd Grade	Writing Common Assessment
Mathematics	K, 1 st , 2 nd Grade	MAP Growth

Outcome	When Administered	Name of Assessment
English Language Arts	3 rd , 4 th , and 5 th Grade	MAP Growth
		NSCAS Growth
		NSCAS Alternate
		Assessment
Writing	3 rd , 4 th , and 5 th Grade	Writing Common Assessment
Mathematics	3 rd , 4 th , and 5 th Grade	MAP Growth
		NSCAS Growth
		NSCAS Alternate
		Assessment
Science	5 th Grade	NSCAS Growth
		NSCAS Alternate
		Assessment

Level: Intermediate Grades (3-5)

Level: Middle School Grades (6-8)

Outcome	When Administered	Name of Assessment
English Language Arts	6 th , 7 th , and 8 th Grade	MAP Growth NSCAS Growth NSCAS Alternate Assessment
Writing	6 th , 7 th , and 8 th Grade	Writing Common Assessment
Mathematics	6 th , 7 th , and 8 th Grade	MAP Growth NSCAS Growth NSCAS Alternate Assessment

6315.1

Science	8 th Grade	NSCAS Growth
		NSCAS Alternate Assessment

Level: High School Grades

Outcome	When Administered	Name of Assessment
Reading	9 th and 10 th -Grade _10 th Grade 11 th Grade	MAP GrowthPreACT 8/9 PreACT ACT [®] Assessment NSCAS Alternate Assessment
Writing	9 th Grade 10 th Grade 11 th Grade	Writing Common Assessment Analytical Writing Assessment ACT [®] Assessment
Mathematics	9 th Grade 10 th Grade 11 th Grade	PreACT 8/9 PreACT ACT [®] Assessment NSCAS Alternate Assessment
Science	9 th Grade 10 th Grade 11 th Grade	PreACT 8/9 PreACT ACT® Assessment NSCAS Alternate Assessment

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 intent of the assessment system is to ensure that the achievement levels of College and Career Readiness have been met. A student may demonstrate successfully meeting the achievement levelsestablished when a student is able to meet any of the benchmarks set forth below. When a studentsuccessfully meets the required achievement levels as set forth below, the student will no longer berequired to complete other assessments in the system.

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

If a student does not meet benchmarks on the 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. 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[®]: 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 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 Advanced 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 Data. Assessment, Research, and Evaluation Department. Approved course assessments serve as a means by which students may demonstrate proficiency.
- F. Measures of Academic Progress (MAP) by NWEA, grades K-<u>98</u> 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. Demonstration of Proficiency

Student may demonstrate proficiency on the College and Career Readiness standards by successfully meeting the achievement levels established on any of the benchmarks set forth below.

- A. If a student has successfully met the College and Career Readiness metric for each outcome on the ACT[®] Assessment (reading and mathematics) and Analytical Writing Assessment (writing):
 - 1. A notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s).
 - 2. Students who meet the College and Career Readiness metric have met an essential criterion for graduating from the Millard Public Schools. Upon successful completion of the required number of credits, a Personal Learning Plan, and beginning with the Class of 2025 the Free Application for Federal Student Aid (FAFSA) as defined by Policy 6320 and Rule 6320.1, students shall be eligible for a graduation diploma from the Millard Public Schools.
 - 3. 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.
- B. If a student has not met the College and Career Readiness metric for a given subject area, 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 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 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.
- 5. If the student is identified as an English Learner (EL), 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.
- C. Additional opportunities will be provided for the student to demonstrate proficiency:
 - If a student has not met the College and Career Readiness metric for a given subject area, the building will review the student's results of the Pre-ACT[®] Assessment and Pre-ACT 8/9 Assessment. If the student has successfully met the Essential Learner Outcomes of College and Career Readiness metric measured by Pre-ACT[®] Assessment for each outcome, then a notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s).
 - 2. If a student still has not met the College and Career Readiness metric for a given subject area, the building will review the student's transcript to see if any of the following apply:
 - a. Approved Advanced Placement course grades of a "3" 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 "3" 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.
 - b. Approved dual enrollment credit as evidence of Reading, Writing, or Mathematics competencies e.g. the Metropolitan Community College (MCC) Developmental Math Course.
 - c. Measures of Academic Progress (MAP) RIT score in high school Reading or Mathematics comparable to near College and Career Ready ACT score.
 - d. Early Advanced (4) or Advanced (5) scores on the English Language Proficiency Assessment (ELPA21) in the reading (for reading requirement) or writing (for writing requirement) domains.
 - e. College and Career Readiness Benchmark for writing on the ACT.
 - f. If the student has successfully met the Essential Learner Outcomes of College and Career Readiness metric measured by one of these measures, then a notation shall be

made in the student's cumulative record. Such information will be communicated $\frac{59}{\text{parent}(s)/\text{guardian}(s)}$.

- 3. If a student still has not met the College and Career Readiness metric for a given subject area, the building will review the student's transcript to determine if the benchmarks on the performance portfolios comprised of District developed course assessment scores for reading, writing, and math have been met. If the student has successfully met the Essential Learner Outcomes of College and Career Readiness metric as measured by the student's performance portfolio, then a notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s).
- 4. If a student still has not met the College and Career Readiness metric for a given subject area, the building will administer locally-developed **Essential Learner Outcome assessments**. If the student has successfully met the Essential Learner Outcomes of College and Career Readiness metric as measured by the Essential Learner Outcome assessment then a notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s).
- D. If a student still has not met the College and Career Readiness metric for a given subject area, the student will enroll in **a required senior class** and will not be eligible for graduation until they demonstrate proficiency on the district developed course assessments in that subject or are approved for a lowered cut score (refer to E.).
- E. 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.

III. Effect of Student Performance

A. When a student has successfully met the 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 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 subject area, 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.

- Utilizing the MTSS problem solving process, school representatives will offer the student learning activities that address recognized College and Career Readiness deficiencies. Learning activities may include, but are not limited to, the following: 57
 - Differentiated/complementary instruction during regular classes (i.e., peer tutoring, needs groups, individualized instruction);
 - b. Before or after school tutorials;
 - Study hall tutorials;
 - d. Change of interdisciplinary teams or level of instruction;
 - e. Repeat of specific course(s) of study;
 - Assignment to and attendance at specific class(es) designed to address deficiencies;
 - g. Attendance at summer school; and/or
 - 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 and that appropriate accommodations are in place.
- 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.
- 5. If the student is identified as an English Learner (EL), 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.

C. Procedures for high school students

- 1. If a student has not met the College and Career Readiness metric for a given subject 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 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 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.
- 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[®] Assessment. If the student has successfully met the Essential Learner Outcomes of College and Career Readiness metric measured by Pre ACT[®] 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 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[®] Assessment, a student has not met the College and Career Readiness metric, 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 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 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.
 - e. 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.
- 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

D. Demonstration of Proficiency

Additional opportunities are available to demonstrate student proficiency.

After review of ACT[®] Assessment, Nebraska State Accountability Tests, or Pre ACT[®] Assessment and one or more attempts on Essential Learner Outcome 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, and/or math. 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 "3" 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 "3" 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.
- 5. Early Advanced (4) or Advanced (5) scores on the English Language Proficiency Assessment (ELPA21) in the reading (for reading requirement) or writing (for writing requirement) domains.

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 <u>Pre-ACT 8/9</u>, Pre-ACT[®] or ACT[®] Assessment may provide verified results of these assessments from prior administration. If verified results are not provided, <u>students will take all high</u> school locally developed Essential Learner Outcome assessments. the building will review the student's transcript and follow the appropriate steps outlined in III. of this Rule to determine if a student has demonstrated proficiency.

VI. District Procedures for Students with Disabilities and EL 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 EL Students

Students must meet all graduation requirements in the English language to earn a Millard Public Schools diploma. EL 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

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- 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

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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
 Millard Public

 Rule Adopted: December 21, 1998
 Millard Public

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

 Nebraska
 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; June 7, 2021, June 6, 2022, August 15, 2022, June 5, 2023, June 3, 2024

Agenda Item:	Approval of Rule 6330.2: Curriculum, Assessment, and Instruction- Grading Guidelines for Kindergarten and First Grade
Meeting Date:	June 3, 2024
Background/	
Description:	In response to the 2022 updated PK-12 College and Career Readiness Standards (PK-12 CCR Standards), a K-5 committee was convened to update the elementary report card format that is in alignment to the PK-12 CCR Standards. Recommendations are in response to input provided by parents, classroom teachers, and building principals. Common themes from the input included a desire for consistency, clarity, simplicity, and strengths-based communication. The proposed changes to grading guidelines are designed to address these hopes while clearly communicating every child's progress and achievement.
Action Desired:	Approval of Rule 6330.2: Curriculum, Assessment, and Instruction- Grading Guidelines for Kindergarten and First Grade
Policy / Strategic P	Plan
Reference:	N/A

Responsible Person: Heather Phipps, Andy DeFreece

Superintendent's Signature:

John Schwate

Curriculum, Instruction, and Assessment

Grading Guidelines for Kindergarten and First Grade 6330.2

The Millard Public Schools Grading Guidelines for kindergarten and first grade shall be used to report academic progress where applicable. The following rubrics-continuum will be used:

ExceedsExceeding (E)	Child consistently exceeds expectations. Student can apply the skill/concept	
	independently.	
SatisfactoryMeeting (M)	Child meets expectations on skills presented. Student can apply the skill/concept with	
	minimal teacher support.	
Progressing (P)	Student can apply the skill/concept at times, but continues to need some teacher	
	support.	
Needs	Skill has been introduced, practiced and child does not show independence. Student	
ImprovementBeginning (B)	needs consistent support from teacher to apply the skill/concept.	

Related Policies & Rules: 6330

Rule Approved: April 24, 2000 Revised: October 2, 2006; August 6, 2007; June 16, 2008<u>; June 3, 2024</u> Reaffirmed: April 2, 2007; April 4, 2016; August 15, 2022 Millard Public Schools Omaha, Nebraska

Agenda Item:	Adoption of Rule 6330.4: Curriculum, Assessment, and Instruction- Grading Guidelines for Montessori
Meeting Date:	June 3, 2024
Background/ Description:	This Rule is being added to address the program-specific language included in the Montessori report card.
Action Desired:	Adoption of Rule 6330.4: Curriculum, Assessment, and Instruction- Grading Guidelines for Montessori
Policy / Strategic Plan	

Reference: N/A

Responsible Person: Heather Phipps, Andy DeFreece, Tony Weers, Kara Hutton

Superintendent's Signature:

John Schwarte

Curriculum, Instruction, and Assessment

Grading Guidelines for Montessori

The Millard Public Schools Grading Guidelines for Montessori shall be used to report academic progress where applicable. The following continuum will be used:

<u>PK-5</u>		
Mastered	Student has mastered the skill or concept independently as related to grade level standards.	
Improved	Student continues to practice the skill or concept with minimal guidance from adults.	
Practicing	Student is practicing the skill or concept with guidance from adults.	
Presented	Skill or concept has been presented to the student.	
	<u>6th-8th</u>	
Not Complete	Student has demonstrated mastery of less than 80% of the course content.	
Complete	Student has demonstrated mastery of 80% or more of the course content.	

Related Policies & Rules: 6330

Rule Adopted: June 3, 2024	Millard Public Schools
	Omaha, Nebraska

6330.4

Agenda Item:	Approval of the Learning Community District Initiative Agreement for Literacy Coaching
Meeting Date:	June 3, 2024
Brief Description:	Beginning in the 2019-2020 school year, Millard has been utilizing the District Initiative Grant from the Learning Community to implement Instructional Coaching for literacy in our elementary schools. Included is the Learning Community District Initiative Agreement for Literacy Coaching (Subcouncils 4 & 6). The total amount of the funding will be \$184,169.92.
Action Desired:	Approve the Learning Community District Initiative Agreement for Literacy Coaching and authorize the Associate Superintendent for Educational Services to execute all documents related to this.
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, Andy DeFreece, and Joe Vonderhaar

Superintendent's Approval:

Approval: John Schwitz

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT

This ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT ("Agreement") is entered into as of June 20, 2024, 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;

WHEREAS, pursuant to the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 - 13-827) (the "Act"), public entities are authorized to enter into an agreement for joint or cooperative action so as to make the most efficient use of their powers, and this Agreement is made and entered into pursuant to the Act; 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. <u>Statement of Work</u>.

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 <u>Exhibit "A"</u> 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.

c. This Agreement is entered into pursuant to the Act. No separate legal entity is created by this Agreement, and no property will be acquired which would need to be disposed of upon termination. This Agreement will be administered on behalf of District by its Associate Superintendent of Educational Services, and on behalf of Learning Community by its Executive Director ("ELC ED").

2. <u>Performance Period</u>. 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. <u>Fiscal Agent</u>. 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. <u>Elementary Learning Center Program</u>. 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. <u>Participants</u>. 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. <u>Program Funding</u>.

With respect to services to be provided during the Initial Term, Learning Community a. 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. <u>Reporting</u>.

Within 60 days of the termination of the Program or expiration of the Initial Term, a. 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. <u>Obligations of District</u>.

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 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. <u>Obligations of Learning Community</u>. 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. <u>Warranties & Representations</u>. 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. <u>Termination</u>. 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. <u>Notice</u>. 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 24 th Street Omaha, Nebraska 68110 FAX: (402) 964-2478
If to District:	Dr. John Schwartz, Superintendent Millard Public Schools 5606 South 147 th 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. <u>Independent Contractor</u>. 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. <u>Non-Discrimination</u>. 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. <u>Governing Law</u>. This Agreement shall be interpreted according to the law of the State of Nebraska.

17. <u>Citizenship Verification</u>. 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. <u>Compliance with Applicable Laws</u>. 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. <u>Amendment</u>. 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. <u>Severability</u>. 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. <u>Waiver</u>. 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. <u>Assignment</u>. This Agreement may not be assigned or transferred by either party to this Agreement except by written agreement of the non-assigning party.

23. <u>Time is of the Essence</u>. 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 August 1, 2024, 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. <u>Entire Agreement</u>. 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 LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES, a Nebraska political subdivision

Ву: _____

lts: _____

Date: _____

JL h. AT By:

Its: Gerald M. Kuhn, II; Interim CEO

Date: May 3, 2024

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT

Exhibit "A"

Elementary Learning Center

Programming Description & Budget

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

Instructional Coaching Proposals

learning

SARP

PROPOSAL				
Summary				
Electronic File Name:	Proposal 2024/2025 - 20	Proposal 2024/2025 – 2026/2027_LearningCommunity_Millard		
School District:	Millard Public Schools			
Program Name:	Instructional Coaching			
Program Category	X Instructional Coaching	9		
Amount Requested:	\$184,169.92	\$184,169.92		
Sub council: (choose only one)	□#1 □ #3 X #4 X #6			
Program Start Date:	August 2024	Program End Date:	June 2027	
Please use Attachment B to complet	e the following fields:	Total Cost of Program:	\$312,870.16	
# of Weeks per Year of Program:	38 weeks	# Program Hours per Week:	31.50	
# of Students in Program: # of Teachers Coached: # of Coaches:	1083 students 52 teachers 3 coaches	Contact Hours per Teacher per Week: Cost per Teacher per Hour:	31.50 hours per week x 3 coaches = 94.5 hours per week / 52 teachers = 1.817 hours per teacher per week \$312,870.16 /52 teachers = \$6,016.73 cost per teacher /89 hours per	
			teacher = \$87.19 per teacher per hour.	
Supporting Documents:	X We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.			
	X On Attachment B, ple per hour.	ease provide the budget summary and	l cost-per-teacher	

Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.	 Please limit response to 300 words or less in the space below. Our literacy coaches will work with every K-5 classroom teacher of English Language Arts through the course of the year. After a review of previous work in Millard, we have decided that a coach who is a part of the staff in a building full time for two full years is most able to build the relationships necessary to be effective. The coaches have been trained through Jim Knights and have developed coaching protocols to be used in the schools they serve. The Director of Elementary and Early Childhood and the Director of Professional Learning each supervise the coaches. Both the Directors and the coaches will collaborate to build capacity. Millard defines the Instructional Coaching: Through a systemic approach to instructional coaching, a teacher will increase instructional capacity thus increasing student achievement. Rationale: Teacher capacities to make instructional decisions vary from teacher to teacher. All teachers have capacity to grow instructionally. Instructional coaching will provide a mechanism of moving teachers to be more reflective practitioners. Intended Outcomes:

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

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1. Principle: Educational Need (Attachment A)

Educational Need – All Programs: Considering support services already in the buildings, please rank in order the schools with the highest needs for these services (highest to lowest). Needs statements for each building need only be filled out if requested in advance by the Learning Community.

Please report using Attachment A. See Attachment A

Principle: Program Design – Staff Focus

a. Evidence Based Research—New Programs Only: Briefly describe and cite the scientific research model that provides evidence the program will assist teachers in helping students meet state and local academic achievement standards. Include references, for example (Jones & Chavez, 1999). References do not count toward word limitations. This section may be more limited if prior experience is listed in 2b.

(Please limit response to 200 words or less in the space below.)

John Hattie developed a way of synthesizing various influences in different meta-analyses according to their effect size (Dohen's d). Hattie ranked educational influences that are related to learning outcomes from very positive effects to very negative effects. Hattie found that the average effect size of all the interventions he studied was 0.40, The influences we lean into for our coaching model all show an effect size over 0.40. Source: J. Hattie (December 2017) visible learning.com. The list of influences outlined below aren't comprehensive but instead were selected to show how coaching influences can positively impact student achievement.

- Collective teacher efficacy (1.57 effect size)
- Response to intervention (1.29)
- Self-efficacy (0.92)
- Interventions for students with learning needs (0.77)
- Teacher Clarity (0.75)
- Phonics instruction (0.70)
- Instructional Coaching (0.51)

b. Evidence of Program Outcomes – All Programs: Have you implemented this program previously? If so, please be sure to report the following information.

 What strategies is your program using to support teachers' and other staff members' continuous improvement in these key teaching/learning interactions?

- Please include effect size scores from previous year evaluation from ICPE-Munroe Meyer.
- Individual results will not be published by the Learning Community.

Through the development of a building literacy team, schools identify specific high impact practices to commit to. Literacy coaches use this information to leverage resources in our coaching model and within our curriculum to improve teaching practices and student outcomes.

No results from ICPE-Munroe Meyer are available for the previous year; however, we are working in conjunction with Munroe-Meyer to develop a plan for determining evidence of program outcomes. Outcomes could include pre-post survey results as well as building identified priority outcome goals.

c. Strong Personalized Learning – New Programs Only: Provide a brief overview and describe how the program will personalize learning for the individual teacher to the fullest extent possible, providing the most appropriate, research-based instructional strategies focusing on identified student needs. How will you ensure the program focuses on an identified strategy or skill for teachers? New programs should demonstrate at least one year of implementing this evidence based program. Include references, for example (Jones & Chavez, 1999). References do not count toward word limitations.

(Please limit response to 200 words or less.)

 d. Standards and Objectives—New Programs Only: Describe how the program will provide targeted, intensive coaching along with the approximate ratio of teachers per instructional coach. What is the intensity of the program (<i>i.e.</i> duration, frequency) and how do you know this dosage is effective? How will you decide which teachers receive intensive coaching? Please provide a description of the coaching time with targeted teachers including observations, modeling, feedback, and data analysis. Please also provide a breakdown of the percentage of time the instructional coaches spend in staff development (large group), coaching activities and then other tasks/activities. How will you measure the impact of instructional coaching on classroom instruction? 	
(Please limit response to 200 words or less.)	
e. Staff Protocols for Coaches—New Programs Only: What specific training will the coaches receive? How will you prioritize which teachers receive the coaching? What protocols will be in place to ensure strong relationship building between coaches and teachers? What will you use to determine the quality of instruction (<i>i.e.</i> scaffolding, effective questioning to prompt reflectionand critical thinking)?	
(Please limit response to 200 words or less.)	

 f. Standards and Objectives—New Programs Only: Describe how the program will provide targeted, intensive coaching along with the approximate ratio of teachers per instructional coach. What is the intensity of the program (<i>i.e.</i> duration, frequency) and how do you know this dosage is effective? How will you decide which teachers receive intensive coaching? Please provide a description of the coaching time with targeted teachers including observations, modeling, feedback, and data analysis. Please also provide a breakdown of the percentage of time the instructional coaches spend in staff development (large group), coaching activities and then other tasks/activities. How will you measure the impact of instructional coaching on classroom instruction?
(Please limit response to 200 words or less.)

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g. Staff Protocols for Teachers—New Programs Only: Describe the protocol process agreed upon with each school served to decide how teachers are identified for both coaching and participation. How will you determine which teachers will serve as coaches?	
(Please limit response to 200 words or less.)	
h. Staff Coordination—New Programs Only Describe how you will provide dedicated staff time for coaches to provide specific feedback to teachers? How will you ensure teachers understand instructional strategy feedback will not be used in any performance evaluations?	
(Please limit response to 200 words or less.)	

i. Staff Improvement—New Programs Only: How will the quality of coaches meet or exceed the indicators of staff quality in the regular classroom? How will coaches help to continually improve services provided by the teacher? (Please limit response to 200 words or less.)

3. Principle: Knowledge Transfer

Knowledge Transfer—All Programs: To what extent would you be willing to network in sharing best practices and results with other providers?

(Please limit response to 200 words or less in the space below.)

We believe it will be essential to network with the other Learning Community districts implementing coaching. Our coaches also will participate in the ESU3 Coaching Cadre.

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Principle: Justified Budget for Program Support – Attachment B

Budget Summary/Justification—All Programs: Provide a detailed, itemized budget for each category of program income and expense on an attached document. Justify proposed expenditures by providing details as to the purpose of the expenditure and the itemization of the expense (*i.e.* hourly rate or per item cost). Program budgets should balance (project income minus project expense= \$0). Please also indicate total cost of program, number of weeks per program, number of teacher and program hours per week.

Please complete Attachment B

5. Principle: Statement of Assurances

Assurances – All Programs: The applicant understands by submitting this proposal that the applicant assures the Learning Community that they will comply with the assurances and will provide the listed information to ICPE-Munroe Meyer Institute for the 2023/2024; 2024/2025; 2025/2026 evaluation. The applicant understands that student-identifiable data and district-level data will be aggregated for the Learning Community and will, therefore, not be publicly disclosed. The district or organization assures:

- All information, including attachments, is accurate and current to the best of the applicant's knowledge.
- If the funding allocation is different than the original proposal, we will send a revised RFP application within 2 weeks of notification.
- · We will provide a final actual budget within 4 weeks of program completion.
- · We will not utilize any of the third-party evaluation information in teacher performance

reviews.

For Extended Learning, Jumpstart to Kindergarten and Instructional Coaching Programs:

- We will provide student level data to be reported to the external evaluation team linked by NSSRS ID number with key demographic variables (free or reduced lunch, SPED, ELL, gender, race, ethnicity, grade level). Data should be provided within 60 days of program completion.
- We will provide student level data for other key variables (NSCAS ELA, writing, mathematics and science) and other information that districts systematically collect for K-6 (such as NWEA-MAP, FastBridge, or other district assessments). Data should be provided within 60 days of program completion. The MEFS will be collected pre and post for the Jumpstart to Kindergarten Program by the UNMC/MMI evaluation team.
- · We will submit parent, teacher, and/or surveys (as applicable) within 60 days of program completion.

Program Type: Instructional Coaching

School District: Millard Public Schools

Building(s) Served (please include highest to lowest priority)	# of Teachers	# of Coaches	ONLY IF REQUESTED BY LEARNING COMMUNITY Needs Statement for each building. Data may include student demographics, performance, and unique needs.
Bryan Elementary	18	1	
Morton Elementary	17	1	
Sandoz Elementary	17	1	

ATTACHMENT B

Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in kind)	\$128,700.24	The District has been supporting the additional FTE cost.
Learning Community Request	\$184,169.92	
Total Program Revenue	\$312,870.16	
Program Expenses	Amount	Comment
Salaries & Wages	\$312,870.16	indicate % FT and % PT here
		3 FTE
Insurance Benefits	s	
Transportation Costs	s	
Training	ş	
Equipment	S	
Supplies	s	
Printing & Copying	s	
Telephone & Internet	s	
Postage	s	
Rent & Utilities	S	
In-Kind	s	
Other (please specify)	\$	
Total Program Expenses	\$312,870.16	

Total Cost of Program	# of Weeks per Year of Program	# of Teachers in Program	# Program Hours per Week
\$312,870.16	38	52	31.50 hours per week x 3 coaches = 94.5 hours per week

AGENDA SUMMARY SHEET

Agenda Item:	Approval of Custodial Maintenance and Grounds Agreement with the Service Employees International Union
Meeting Date:	June 3, 2024
Background/ Description:	The District and the Service Employees International Union ("SEIU") have reached tentative agreement for the 2024-25 and the 2025-26 school years for Custodial, Maintenance, and Grounds Employees. The SEIU voted for approval of the tentative agreement on May 18, 2024. The estimated total package increase for this contract is an average of 4.85% per year.
Action Desired:	It is recommended that the Negotiated Agreement for Custodial, Maintenance, and Grounds Employees with the Service Employees International Union for the 2024-25 and the 2025-26 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:

John Schuck

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into by and between the Service Employees International Union Local 226, hereinafter referred to as the "Union", and the School District Number 17, Douglas County Nebraska, also known as the Millard School District, hereinafter referred to as the "District".

ARTICLE I Recognition

The District recognizes the Union as the sole and exclusive bargaining agent for all permanent full-time and part-time employees employed as custodians, grounds maintenance personnel, maintenance personnel, and warehouse assistants / delivery drivers, excluding supervisors, any warehouse clerks, van drivers, and any substitute and/or summer seasonal employees.

ARTICLE II Management

Section 1. The management and direction of the District are invested exclusively in the District, including but not limited to:

- (1) direction of the work force;
- (2) the right to set standards for work and conduct applicable to employees;
- (3) the right to hire, suspend, discharge, assign jobs;
- (4) the right to transfer employees within the District;
- (5) the right to increase and decrease the work force;
- (6) the right to contract out all or portions of the work previously done by this employee group, subject only to the limitation that if the contracting out provided in this subparagraph results in the layoff of an employee(s) or the reduction in scheduled hours of a full time employee(s), the District shall negotiate the effects on the impacted employee(s). Nothing in this subparagraph shall require any negotiations for an employee(s) terminated for just cause;
- (7) the right to add new work to this employee group;
- (8) the right to determine school calendar, hours of school;
- (9) the right to determine hours of work;
- (10) the right to set all other procedures necessary or desirable to provide for the education of the students of the District; and
- (11) the District specifically reserves all other rights and prerogatives not specifically abridged or delegated by this Agreement.

Section 2. The District agrees that there shall be no discrimination against applicants or employees because of race, color, religion, national origin, gender, marital status, disability, age, membership in or non-membership in any labor organization, or any other reason prohibited under Federal, State, or Local law.

ARTICLE III Definitions

"Partial-week" shall mean regularly scheduled work of less than 40 hours/week.

"Partial-year" shall mean regularly scheduled work of less than 12 months/year.

"Part-time" shall mean regularly scheduled work that is either partial-year or partial-week or both.

"Full-week" shall mean regularly scheduled work of at least 40 hours/week.

"Full-year" shall mean regularly scheduled work for 12 months/year.

"Full-time" shall mean regularly scheduled work of at least 40/hours/week for 12 months/year.

ARTICLE IV Holidays

Full-time employees are eligible for 10 (ten) paid holidays and part-time employees are eligible for 7 (seven) paid holidays according to the following schedule:

Full-time Employees
Labor Day
Thanksgiving Day
Friday Following Thanksgiving
December 24
December 25
December 31
January 1
Spring Break (one day designated by Supt.)
Memorial Day
Fourth of July

Thanksgiving Day Friday Following Thanksgiving December 24 December 25 January 1 Memorial Day

Part-time Employees

Labor Day

Employees must work 20 (twenty) days prior to being eligible for holiday pay. The holiday schedule shall be amended for summer ten month employees to ensure that seven paid holidays are provided.

When any of the above holidays falls on the employee's regular work day and such employee does not work on that day, he or she shall receive compensation based upon straight time pay equal to the hours scheduled to be worked by the employee had the day not been a holiday; provided however, that in order to be entitled to such holiday pay an employee must have worked his or her normally scheduled hours on both his or her regularly scheduled work days immediately preceding the holiday and on his or her regularly scheduled work day immediately following the holiday, unless he or she has been excused by the District for reason of illness or some other good cause.

ARTICLE V

Vacation

Full-time employees shall earn vacation with pay in accordance with the following schedule:

- 1. During the first four years of employment: 3.33 hours bi-weekly to a maximum of 80 hours per year.
- 2. During the fifth through fourteenth years of employment: 5 hours bi-weekly to a maximum of 120 hours per year.
- 3. During the fifteenth and subsequent years of employment: 6.67 hours bi-weekly to a maximum or 160 hours per year.

Usage of paid vacation is subject to supervisory approval and must normally be used in full-day increments unless otherwise specifically approved by the employee's supervisor. In an emergency, vacation may be used in full-hour increments.

Employees must give a minimum of five (5) business days notice of any requested vacation unless less notice is approved by a supervisor in an emergency situation. Employees are encouraged to give as much notice as possible for requested vacation to assist in scheduling. Employees may give a maximum of three (3) months notice of any requested vacation. The District shall respond to vacation requests within ten (10) working days of receipt.

Paid vacation is accrued each monthly pay period beginning with an employee's first full monthly pay period following his or her anniversary date. After 90 consecutive calendar days of absence due to illness or injury, the employee will no longer accrue additional vacation time.

The maximum amount of paid vacation which may be accrued is equal to the number of days earned in the previous 12 monthly pay periods. If an employee reaches the maximum amount of paid vacation, that employee will no longer accrue vacation until the employee is again below the maximum.

On leaving the employment of the District, employees shall be paid for any unused earned vacation.

ARTICLE VI Paid Leave

Paid leave shall only be used for qualifying sick leave, qualifying death leave, or qualifying business and emergency leave. Qualifying sick leave shall be used only for personal illness, illness of a member of the employee's immediate family, or for leave as provided under the Family Medical Leave Act. The rules for use of leave are established by the District.

Management may require substantiation of the reason for requested paid leave including, but not limited to, doctor's certification verifying illness. Misuse of paid leave by an employee, including being untruthful about the reason for the leave or using leave for other than its designated purpose shall result in the following penalties:

- 1. First offense: a minimum penalty of a reprimand and a suspension of five (5) days without pay with a maximum penalty of termination of employment.
- 2. Second offense: the employee shall be terminated from employment.

Each employee shall earn paid leave per month (equal to the average daily hours scheduled per day in a five day work week) for each full month of completed service, and shall be allowed to accumulate such leave to a maximum of 736 hours. Paid leave will be credited at the end of each pay period up to a maximum of 24 pay periods per year (for each full month of service the employee works during the school year).

As of July 10th of each year, any employee with unused leave in excess of 600 hours shall be reimbursed for such excess leave and the leave accumulation shall be reduced to 600 hours which shall be carried forward into the following year. The rate of reimbursement for said excess leave shall be \$16.00 per hour. This payment for unused leave shall be included in the August payroll. The procedures for payment shall be established by the District.

Each employee retiring after 20 years of service in the District and who is at least 55 years of age shall receive reimbursement for each hour of unused accumulated paid leave at retirement. The rate of said reimbursement shall be \$16.00 per hour. The policies, procedures, implementation and all decisions related thereto shall be the sole responsibility of the District.

ARTICLE VII Hours of Work

Section 1. The District will provide regular full-time employees with forty (40) hours of work per week.

Section 2. This District shall schedule hours of work at its sole discretion, including but not limited to required extra or overtime hours. All hours worked in excess of forty (40) hours in an employee's regular work week, except as hereinafter provided, shall be paid for at the rate of time and one half the regular rate, but premium pay shall not be pyramided. Hours worked per week shall include paid holidays, and approved paid vacation. In the event that the District makes a permanent change in an employee's work hours or days of work, the employee shall be provided notice of the changed hours or days at least thirty (30) calendar days prior to the change.

Section 3. Work shall be arranged such that, where possible, employee's scheduled workdays shall be on consecutive days.

Section 4. A lunch period without pay of one-half (0.5) hour to each employee will be given and the employee shall be free to leave the premises during such period. Eligible employees are those working six and a half (6.5) or more hours per day.

Section 5. Each employee will receive one (1) fifteen (15) minute break per four (4) hours worked as scheduled by the employee's direct supervisor. Breaks may not be taken within one (1) hour of the beginning or end of the shift. Paid

break times, when applicable, may not be used to extend the employee's lunch period.

Section 6. All lunch periods will be unpaid.

Section 7. Any scheduled shift that begins between the hours of 2:30 p.m. through 4:00 a.m. shall receive a \$0.29 per hour shift differential payment in addition to their regular wage. The District may, but shall not be required to, alter the 2:30 p.m. time indicated in this section for the shift differential payment to set the time earlier than 2:30, but in no event later than 2:30.

ARTICLE VIII Insurance

Full-time Employees: For each eligible full-time employee the District shall pay the premium for health, dental, and life coverage in the same manner as provided to other employees. The District shall also pay the full premium for long-term disability coverage.

Part-time Employees: Each eligible part-time employee employed at least 20 hours per week shall be eligible to participate in the Health, Dental and Life Plans provided by the District subject to the same conditions and in the same manner as provided to other employees (other than different contribution levels specifically provided for part-time food service and paraprofessional employees).

Cash Option: Full-time employees who have been continuously employed full-time by the district during the 96-97 and subsequent school years (prior to July 31, 1997) may exercise a cash option in lieu of single or family health and dental insurance in accordance with the cash option plan adopted by the District subject to the same conditions and limitations as other employees. Full-time employees who have not been continuously employed full-time by the district during the 96-97 school year (prior July 31, 1997) will not be eligible to participate in the cash option plan.

ARTICLE IX Seniority

The District recognizes the principle of seniority in connection with promotion, transfer, reorganization, reduction in force, reclassification of job description, layoff, or reemployment after layoff to the extent that where, in the judgment of the Administration, the qualification of the employees involved performing the work are substantially the same, the employee having the longer term of continuous service shall be given the preference as hereinafter provided in Article X, Section 3. Seniority shall be defined as the total length of continuous full-time service with the School District of Millard within the bargaining unit covered by this Agreement and shall date from the effective date of full-time employment within the bargaining unit covered by this Agreement. This District shall provide a seniority list to the Union on or before September 1 of each year.

ARTICLE X Probation, Discharge, Demotion, Job Posting, and Reduction-in-Force

Section 1. **Probation**: Each beginning employee who is new to the District shall have a probationary period of one hundred and eighty (180) calendar days. Each beginning employee who is changing jobs within the positions covered by this agreement shall have a probationary period of one hundred and twenty (120) calendar days.

Section 2. **Discharge and Demotion:** No full-time employee covered by this agreement, who has successfully completed the probationary period, shall be demoted or discharged except for just cause. If at the end of the probationary period the District continues his or her employment, the full-time employee shall have all rights and privileges of a full-time employee covered by this agreement.

Section 3. **Job Posting:** In the event a job opening occurs by reason of retirement, transfer, death, discharge, resignation or creation of a new position, all employees will be notified of the opening by posting on a bulletin board, electronic mail, or electronic posting. In the event that electronic means are the sole method of posting jobs, the District

shall maintain at least one computer at the support services building (or successor location). Any employee may then apply for that opening by notifying the District's Human Resources Office in writing. The assignment of a Department Head is exempt from Job Posting.

Job descriptions shall be provided to the Union upon request. When considering application for any position, an employee may request a copy of the relevant job description from the District or from the Union.

In the selection of an applicant by the School District to fill a job opening, consideration shall be on the basis of the most qualified applicant for the position which shall include, but not be limited to: training and experience in the type of work required by the position. The administration will review the qualifications of each applicant and determine who is the most qualified. In the event the administration determines the qualifications of the applicants to be substantially the same, the applicant having the greater seniority shall be selected to fill the position.

No full-time employee will be considered for a job opening in the same job description within a wage group who has not served at least one hundred and eighty (180) calendar days in the present job unless the new opening is for a shift change (night to days or days to nights). Any full-time employee who changes job assignments shall be granted a period of one (1) week from the first day of his or her performance of the new job assignment to return to his or her former assignment if he or she so desires. The District may begin the hiring process for the replacement of the person during the one (1) week period, provided that no final hire is made during the one (1) week period.

Section 4. **Promotion:** When a full-time employee moves to a different full-time job description, the employee will be given ninety (90) calendar days from the first day of his or her performance of the new job assignment to demonstrate the ability to successfully perform the job responsibilities. An employee who does not demonstrate the ability to successfully perform the job responsibilities will be reassigned to the first available position for which he or she is qualified.

Section 5. **Reduction-in-force or Redeployment of Workforce:** In the event of reorganization, reclassification of job description, or for any other reason where the District may eliminate a position, the District may choose to engage in: (a) a reduction in force / layoff; or (b) a redeployment of the work force.

(a) In the event the District chooses to engage in a reduction of force or a layoff, the least senior person(s) within that job classification shall be the person laid-off. Any full-time employee whose position or job has been eliminated, or who has been replaced by a person with more seniority because of reorganization, reclassification of job description, reduction in force, or layoff shall, if qualified, be permitted to move into the existing position and replace another employee in the same or lower wage group who has less seniority, provided:

(i) the less senior employee is within the same position; or

(ii) the less senior employee is in a position that the more senior employee previously held at the District and the more senior employee meets the minimum qualifications and licensure required for the position.

Any employee who has been laid off shall be placed on a recall list in order of length of service for a period of twelve (12) months following his or her last day of work. When vacancies occur, after internal job changes, individuals on the recall list shall be given first priority for reemployment to any position for which he or she held previously. Notification of the vacancy shall be made in writing to the last known address of the persons involved with a copy to the Union. In lieu of a right of recall, an affected employee may choose to accept two weeks of severance pay.

(b) In the event that the District is reducing the total number of employees through attrition and a redeployment of the workforce, the District may redeploy the workforce among building locations through a reassignment of position(s) without posting or bidding of positions. The Union's designated representative shall be notified at least 30 calendar days in advance of any redeployment of the workforce under this paragraph. No redeployment under this paragraph shall result in a promotion in pay grade for any employee, unless approved by the Union. In the event of a redeployment of the workforce under this paragraph and person being moved from a building shall be selected in the following manner:

(i) Volunteers shall be requested, and if only one person within the affected group volunteers, that person shall be transferred to the new location;

(ii) If more than one person volunteers, the volunteer within the affected group of volunteers at that building with the most seniority shall be transferred to the new location;

(iii) If no person volunteers, the person within the affected group at that building with the least seniority shall be transferred to the new location. In the event of an involuntary transfer under this paragraph, the 180 day limitation of Article X, Section 3 shall not apply to the transferred person.

ARTICLE XI Grievances

Any Complaint alleging Discrimination or Harassment shall be pursuant to Board Rule 4001.2 and 4001.3 as they existed on July 10, 2024. Any amendments to Board Rule 4001.2 or 4001.3 which occur after July 10, 2024 will be submitted to the Union for approval prior to implementation for employees covered by this Agreement.

Any other grievance, complaint, disagreement or difference of opinion between the District, the Union or the employees covered by the Agreement concerning application of the terms of this Agreement will be processed using the following grievance procedure:

- (A) Any aggrieved Employee or the Union may present a Grievance. All Grievances must be in writing. Any Grievance which is not presented within fifteen (15) days following the event giving rise to such a Grievance shall be forfeited and waived by the aggrieved party. The grievance form shall state the name of every employee authorizing the filing of the grievance, and all grievances shall be signed by at least one aggrieved employee who is directly affected by the alleged grievance. An aggrieved employee shall have the right to a Union Representative appointed by the Union throughout the grievance process.
- (B) The grievant shall first take up the Grievance by presenting it in writing to their immediate supervisor or designee. If the Grievance is not satisfactorily adjusted with five (5) days from the meeting with the supervisor, the Employee or the Union representative shall present the grievance in writing to the Chief Financial Officer or his or her designated representative.
- (C) The Chief Financial Officer or his or her designated representative shall within twenty (20) days from the day it was received, make a determination and submit the determination to the aggrieved party in writing. Prior to making a grievance determination, the Chief Financial Officer (or his/her designee) may, within five (5) days of receipt of the Grievance, request a meeting with the Union President (or his/her designee) and/or the grievant. Also, the Union President (or his/her designee) and/or the grievant. Also, the Union President (or his/her designee) and/or the grievant may, within five (5) days of the date of the Grievance, request a meeting with Chief Financial Officer (or his/her designee). In the event of a meeting with the Chief Financial Officer (or his/her designee) and the Union President (or his/her designee), both parties must have full authority to settle the Grievance at said meeting. In the event of a requested meeting, the Chief Financial Officer's (or his/her designee's) timelines shall be suspended until such meeting can be held.
- (D) Each party reserves the right to litigate a question presented by the Grievance by bringing an original action in any court of competent jurisdiction in the event such party shall not be satisfied with the resolution of the Grievance. However, no such litigation may be maintained until all available steps under this grievance procedure have been pursued and exhausted and before the Union's attorney has met with the District's attorney to discuss the issue that may be subject to litigation. It is understood and agree to between the parties that the role of the Chief Financial Officer or his or her designee in the grievance procedure is not an exercise of a judicial or quasi-judicial function, but solely as a means to allow the parties to resolve disputes informally.
- (E) Definitions: Days shall mean calendar days.

ARTICLE XII Wages Effective the first Payroll in September 2024

		Hourly Rates			Including Long Service Increments			
Wage Group	Position	Year 1-4**	Year 5-11**	5-11*	12-16*	17-21*	22-26*	27+*
		P	ART-TIME:					
PT	Part-Time Employee	\$18.07	\$18.73	\$18.73	\$19.16	\$19.55	\$19.97	\$20.32
		F	ULL-TIME:	1 1				
Group 1	High School Day Custodian Elementary School Night Custodian Middle School Night Custodian High School Night Custodian Support Build. Custodian (RWSSC & SSC) Activities Custodian Coverage Custodial (multiple locations)	\$19.33	\$19.90	\$21.80	\$22.18	\$22.59	\$22.99	\$23.37
Group 2	District Grounds Assistant I	\$19.77	\$20.34	\$22.18	\$22.59	\$22.99	\$23.38	\$23.77
Group 3	Middle School Day Custodian Delivery Driver High School Custodial Department Head General Laborer	\$19.90	\$20.46	\$22.37	\$22.77	\$23.17	\$23.59	\$23.92
Group 4	DSAC Custodian Elementary School Day Custodian Projects Custodian	\$20.15	\$20.73	\$22.61	\$23.01	\$23.43	\$23.83	\$24.22
Group 5	Warehouse Assistant	\$20.59	\$21.15	\$23.02	\$23.44	\$23.85	\$24.27	\$24.63
Group 6	Middle School Engineer District Grounds Assistant II	\$21.48	\$22.06	\$23.91	\$24.34	\$24.73	\$25.15	\$25.54
Group 7	District Grounds Crew Lead	\$22.32	\$22.89	\$24.74	\$25.16	\$25.54	\$25.94	\$26.38
Group 8	High School Engineer Carpenter Assistant	\$24.83	\$25.55	\$25.55	\$25.96	\$26.36	\$26.78	\$27.16
Group 9	Painter I Mech. Tech. I	\$26.65	\$27.41	\$27.41	\$27.81	\$28.20	\$28.62	\$28.97
Group 10	Painter II	\$29.74	\$30.47	\$30.47	\$30.86	\$31.28	\$31.71	\$32.07
Group 11	Carpenter Mech. Tech. II	\$30.63	\$31.38	\$31.38	\$31.81	\$32.25	\$32.65	\$33.06
Group 12	Plumber Controls Technician Journeyman Mech. Technician	\$38.63	\$39.43	\$39.43	\$39.90	\$40.37	\$40.83	\$41.26
Group 13	Electrician Master Mech. Technician	\$41.49	\$42.35	\$42.35	\$42.81	\$43.28	\$43.79	\$44.21

* - All persons who have been continuously employed in this bargaining unit since July 31, 2017 shall be paid in accordance with the six payscales on the right side of the chart above.

** - All persons employed into this bargaining unit for the first time on or after August 1, 2017 shall be paid in accordance with the two payscales on the left side of the chart above.

ARTICLE XII Wages Effective the first Payroll in September 2025

				Hourly Rates		Including Long Service Increments			
Wage Group	Position	Year 1-4**	Year 5-11**	5-11*	12-16*	17-21*	22-26*	27+*	
		PART	-TIME:						
РТ	Part-Time Employee	\$18.85	\$19.54	\$19.54	\$19.99	\$20.40	\$20.84	\$21.20	
		FULL	-TIME:	•					
Group 1	High School Day Custodian Elementary School Night Custodian Middle School Night Custodian High School Night Custodian Support Build. Custodian (RWSSC & SSC) Activities Custodian Coverage Custodial (multiple locations)	\$20.26	\$20.86	\$22.74	\$23.13	\$23.56	\$23.98	\$24.37	
Group 2	District Grounds Assistant I	\$20.72	\$21.32	\$23.13	\$23.56	\$23.98	\$24.38	\$24.79	
Group 3	Middle School Day Custodian Delivery Driver High School Custodial Department Head General Laborer	\$20.86	\$21.44	\$23.33	\$23.75	\$24.16	\$24.60	\$24.96	
Group 4	DSAC Custodian Elementary School Day Custodian Projects Custodian	\$21.12	\$21.72	\$23.58	\$24.00	\$24.44	\$24.86	\$25.26	
Group 5	Warehouse Assistant	\$21.58	\$22.17	\$24.01	\$24.45	\$24.48	\$25.32	\$25.69	
Group 6	Middle School Engineer District Grounds Assistant II	\$22.51	\$23.12	\$24.95	\$25.38	\$25.79	\$26.23	\$26.64	
Group 7	District Grounds Crew Lead	\$23.51	\$24.10	\$25.80	\$26.24	\$26.64	\$27.06	\$27.52	
Group 8	High School Engineer Carpenter Assistant	\$25.90	\$26.65	\$26.65	\$27.08	\$27.49	\$27.93	\$28.33	
Group 9	Painter I Mech. Tech. I	\$27.80	\$28.59	\$28.59	\$29.01	\$29.42	\$29.86	\$30.22	
Group 10	Painter II	\$31.02	\$31.78	\$31.78	\$32.19	\$32.63	\$33.08	\$33.45	
Group 11	Carpenter Mech. Tech. II	\$31.95	\$32.74	\$32.74	\$33.18	\$33.64	\$34.06	\$34.48	
Group 12	Plumber Controls Technician Journeyman Mech. Technician	\$40.17	\$41.00	\$41.00	\$41.50	\$41.99	\$42.46	\$42.91	
Group 13	Electrician Master Mech. Technician	\$43.15	\$44.04	\$44.04	\$44.52	\$45.05	\$45.55	\$45.98	

* - All persons who have been continuously employed in this bargaining unit since July 31, 2017 shall be paid in accordance with the six payscales on the right side of the chart above.

** - All persons employed into this bargaining unit for the first time on or after August 1, 2017 shall be paid in accordance with the two payscales on the left side of the chart above.

Long Service Increment

The wage scale includes recognition for long service with the district. Full-time employees shall be compensated based upon their years of service in the district as calculated from the employee's seniority date. Year 1 means the employee's first full year with the District as a full-time employee covered by this contract. Part-time employees year of service shall be calculated from the employee's date of hire as a part-time custodian. Wage adjustments due to a change in years of service shall be effective on the first September payroll of each year.

The District will pay to each qualified employee who has completed the required years of consecutive full-time service the hourly amount as provided for and included in the pay table. Long Service Increment pay increases will be effective in the first September payroll.

For purposes of the Long Service Increment, each current employee (an employee hired before September 1, 2009) will have his/her years of service rounded up (e.g. and employee who has completed 11 years and 1 month on September 1 of the year will be considered to have completed 12 years and will be paid on the 12-16 year pay range). This rounding will be only for purposes of the long service increment and the rounding will not affect any other seniority considerations under this contract.

Each employee hired on or after September 1, 2009 must have completed a full year increment as of September 1 of each year in order to be eligible for a Long Service Increment increase (e.g. an employee who has completed 11 years and eleven months of service on September 1 of the year will be in the 5-11 year pay range while an employee who has completed 12 years and 1 month will be paid in the 12-16 year pay range).

ARTICLE XIII Safety Committee

The Union shall elect or appoint an employee covered by this agreement to serve on the District's Safety Committee. The term of this representative shall be two (2) years and reappointment may occur. Each employee covered by this agreement shall have the opportunity to express interest in serving on the Committee.

ARTICLE XIV Leaves of Absence

Section 1. An employee in the military service will have reinstatement rights provided he or she qualifies for the provisions of the existing laws pertaining to the reinstatement of veterans.

Section 2. Any employee elected to public office may request a leave under Board Rule.

Section 3. Upon written request by the Union, the District may grant a special leave of absence to employees who accept a full-time job with the Local or International Union. Such special leave of absence shall be limited to a period of one (1) year, but will be renewed upon application to the District by employee before the expiration of his leave.

Section 4. Any employee granted a leave of absence under Sections 2 and 3 of this Article shall be re-employed at the expiration of the leave at the then current rate of pay if there is sufficient work available which he or she is capable of doing and to which he or she may be entitled on the basis of seniority. Seniority will accumulate during the period of such leaves.

Section 5. Upon written request by the Union, the District, will grant an unpaid leave of absence to employees for the conduct of Union business (such as attendance at conferences, conventions, and classes) subject to the following conditions:

(a) The leave must not unreasonably interfere with the orderly performance of duties of the employees requesting such leave.

- (b) The employee shall request permission to be absent from his or her duties from the immediate supervisor at least five working days prior to the date of the requested leave, and such request shall not unreasonably be withheld provided, however, if the leave request is for Section 6 issues involving other employers and sufficient time does not allow for a written request, the request shall be oral. The oral request will be followed by a written confirmation of the request upon return to duty.
- (c) If permission is given, the employee shall accurately record the time and reason of the absence on his or her timecard. The District shall not compensate the employee for such approved absence. The time of the absence shall be deemed to be included as part of the work week under Article V; provided however, the employee shall at the discretion of his or her supervisor perform hours of work to compensate for the absent time in whole or in part.
- (d) No more than three employees on any date shall be on a leave of absence under this Section and the District is not required to grant leaves of absence to employees when such leaves of absence immediately follow a leave of absence granted to another employee.
- (e) No individual employee shall request or receive in any contract year more than eighty (80) hours leave of absence under this Section and the total number of hours granted for leaves of absence under this Section to all employees shall not exceed 240 hours during the contract year.
- (f) Leave under this section will not be considered a break in continuous service.

Section 6. The Union shall designate to the District in writing individual employees selected and/or appointed as Chief Steward, Assistant Chief Steward, Job Stewards, and officers of the Union. Such designated representatives shall be entitled to a leave of absence for the purposes of representing Millard District employees covered by this agreement in: (1) collective bargaining; (2) grievance hearings if requested by the grievant; (3) investigation of a grievance if requested by the grievant; and (4) if requested by the employee, attendance at a meeting between an employee and his or her supervisor where such employee reasonable believes the meeting might result in disciplinary action. Such leave will also be granted to such designated representatives for the purpose of representing non-Millard District employees in the four areas stated immediately above with other employers who have collective bargaining agreements with the Union. Such leave is subject to the following conditions:

- (a) The employee shall request permission to be absent from his or her duties from the immediate supervisor at least five working days prior to the date of the requested leave, and such request shall not unreasonably be withheld provided, however, if sufficient time does not allow for a written request, the request shall be oral. The oral request will be followed by a written confirmation of the request upon return to duty.
- (b) If permission is given, the employee shall accurately record the time and reason of the absence on his or her timecard. The District shall not compensate the employee for such approved absence. The time of the absence shall be deemed to be included as part of the work week under Article V; provided however, the employee shall at the discretion of his or her supervisor perform hours of work to compensate for the absent time in whole or in part.
- (c) No more than one representative shall be present at any meeting occurring in Article XIV, Section 6, purpose number (4).
- (d) Leave under this section will not be considered a break in continuous service.

ARTICLE XV Acts in Violation of Laws or Orders

Nothing in the Agreement shall be construed to require either party to act in violation of any State or Federal law of any Presidential Order and in the event such conditions should arise, this Agreement should be considered modified to the extent necessary to comply with the law.

ARTICLE XVI Department Heads

The Union recognizes the right of the District to select and assign members of the collective bargaining unit as a Department Head. An employee selected shall remain a member of the department for which the employee is to represent as the Department Head.

The selection of the employee shall be made by the District and no provision of this Agreement, whether job posting, seniority or otherwise, shall apply to, or limit the exercise of, this right by the District.

The Department Head shall continue to perform his or her assigned duties as a member of the Department, and as Department Head, may have additional duties and shall receive extra compensation for the performance of the additional duties as Department Head. The rate or amount of the compensation shall be determined and established by the District and is not to be construed or subject to any approval by the Union or duty by the District to negotiate or bargain with the Union with respect to the compensation.

ARTICLE XVII Payroll Deductions

Payroll deductions will be allowed for Union dues subject to rules and regulations set forth by District policy.

ARTICLE XVIII Miscellaneous

A separate bulletin board may be provided by the District where the Union may post notices pertaining to union affairs or, in the alternative, the District may permit electronic mail communications from the Union to members of the collective bargaining unit pertaining to union affairs. No scandalous or obscene matter, no matters not otherwise pertaining to proper Union business and affairs, will be posted or distributed via District electronic mail.

ARTICLE XIX Term of Contract

This agreement shall be in full force and effect from September 1, 2024 to and including August 31, 2026.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this _____ day of _____, 2024.

SCHOOL DISTRICT NO. 17,

SERVICE EMPLOYEES INTERNATIONAL UNION (A.F.L. – C.I.O.) LOCAL 226

BY_____

BY			

AGENDA SUMMARY SHEET

Agenda Item:	Approval of 2024-25 Compensation Program for Non-Union Employees
Meeting Date:	June 3, 2024
Background/ Description:	The approved union contracts for the 2024-25 school year include a 5.20% total package increase (teacher, nurse, and paraprofessional).
	We are recommending that the following non-union employees, professional technical hourly employees, professional technical salaried employees, administrators, and food service employees receive a 5.20% total package increase for the 2024-25 school year. The proposed total package increases would be in-line with budget parameters.
Action Desired:	Approval of a 5.20% total package increase for all professional technical hourly, professional technical salaried, administrators, and food service employees for the 2024-25 school year.
Policy / Strategic Plan Reference:	N/A
Responsible Person(s):	Jake Curtiss, Director of Employee Relations Dr. Kevin Chick, Associate Superintendent of Human Resources

Superintendent's Signature:

AGENDA SUMMARY SHEET

Agenda Item:	Approval of Contract for Elevator Repair at Don Stroh Administration Center
Meeting Date:	June 3, 2024
Background/ Description:	This is a summer project funded with the proceeds from the 2020 bond issue.
Action Desired:	It is recommended that the contract for the Elevator Repair at Don Stroh Administration Center be awarded to Schumacher Elevator in the amount of \$150,343 and that the Chief Financial Officer be authorized to execute any and all documents related to such project.
Policy / Strategic Plan Reference:	n/a
Responsible Person(s):	Chad Meisgeier, Chief Financial Officer

Superintendent's Signature:

John Schuck

MEMORANDUM

TO:	Chad Meisgeier, CFO
FROM:	John Brennan
RE:	DSAC - Elevator Modernization - Bid Recommendation
DATE:	May 24, 2024

Chad,

On May 24, 2024 we received responses to our Request for Proposals (RFP) for the DSAC Elevator Modernization project. Two responses were received as detailed in the attached bid tabulation.

The low bid was received from Schumacher Elevator in the amount of \$150,343. Schumacher took no exceptions to our RFP document. The construction budget is \$150,000.

Schumacher Elevator successfully completed the MWHS Elevator Modernization project in 2023. They are currently under contract for the NHS - North Elevator Modernization project taking place this summer. It is my recommendation that a contract be issued to Schumacher Elevator in the amount of \$150,343 for the DSAC - Elevator Modernization project.

	RFP Base Bid	Addendum #1 Acknowledged
Kone Elevator	\$166,000	Yes
Schumacher	\$150,343	Yes
Elevator		

DSAC – Elevator Modernization RFP response Bid Tab – 5/24/24

MEMORANDUM

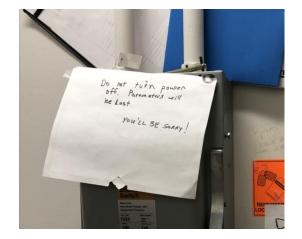
TO:	Chad Meisgeier, CFO
FROM:	John Brennan
RE:	DSAC - Elevator Modernization - Project Narrative
DATE:	May 24, 2024

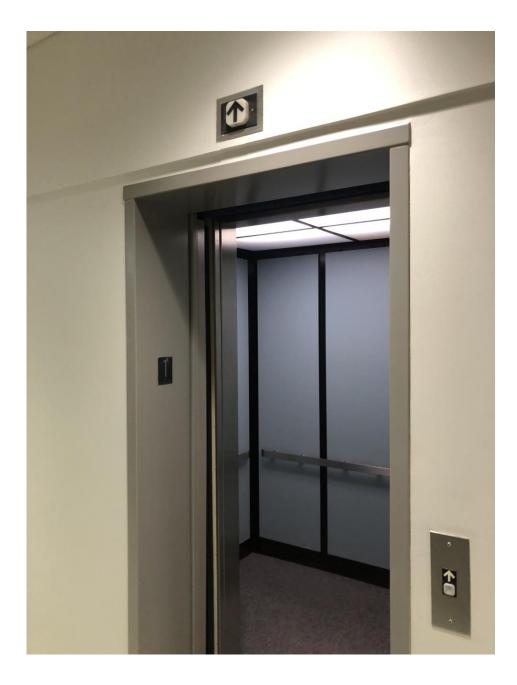
Chad,

The elevator at the Don Stroh Administration Center was installed as part of the original building construction in 1988. The system operates fairly well for its age. However, after OPPD power outages or after the power is disconnected from the unit for maintenance, the program logic is lost and the elevator is unusable until repair technicians are available. Replacement computer boards to fix the program issue are not available for the existing unit. Additionally, the elevator needs to be connected to the fire alarm system per current elevator / building codes. Current code also requires the elevator equipment room to have its own cooling system.

This project includes replacing the control unit and pump, reworking the elevator and associated equipment room to comply with code requirements. The elevator cab and finishes will be largely unaffected by this project.







AGENDA SUMMARY SHEET

Agenda Item:	Approve 2024-25 High School Calendars
Meeting Date:	June 3, 2024
Background/ Description:	The attached high school calendars were created from the board approved 2024-2025 District student calendar.
	If there are any other deviations 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 will also be available on the school website.
Action Desired:	Approve the 2024-2025 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 student, staff, family and community support.
Responsible Person(s):	Dr. Aaron Bearinger, Dr. Emili Brosnan, Dr. Greg Tiemann, Heidi Weaver, & Dr. Kim Saum-Mills

Superintendent's Signature:

John Schwatz

2024-25 Millard North High School Comprehensive Calendar

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	Veteran Teachers Return
	Student Orientation Session 1 (8:30-11:30 AM) Session 2 (1-3:30 PM)
	Student Orientation Session 3 (8:30-11:30 AM) Session 4 (1-3:30 PM)
	First Day of Class (Freshman Only)
	MNHS Open House - 5:30-7:00 PM
-	Regular Schedule for all students including 0 & 8th Hours
2	First Day of Fall Sports (Phyicals need to be turned in prior to practicing)
/	College Night - 6:30-7:30 PM
	NO SCHOOL - LABOR DAY
	NO SCHOOL - Professional Development/Teacher Work Day ACT @ MNHS
8	Homecoming Dance - 7:30-10:30 PM
5	Parent Teacher Conferences Via Zoom 4:00-8:00 PM
	Parent Teacher Conferences In-Person 4:00-8:00 PM
	11th Grade Practice ACT/10th Grade AWA (PSAT Registered Students Only)
	NO SCHOOL - for 9th & 12th Grade
)	NO SCHOOL - Teacher Work Day
	NO SCHOOL - Teacher Comp Day
ļ	NO SCHOOL - Professional Development Day
ŀ	Mock Interviews
5	ACT @ MNHS
	NO SCHOOL - Professional Development/Teacher Work Day
7	First Year Teacher Orientation
7-29	No School - Thanksgiving Break
4	ACT @ MNHS
9	Final Exams period 1, 3, 5, 7
0	Final Exams periods 2, 4, 6, 0/8
3-Jan. 3	NO SCHOOL - Winter Break
	NO SCHOOL - District Professional Day-Make-up Final Exams 8:00-3:30 Regular schedule resumes for all students including 0 & 8th hours
h	NO SCHOOL - MLK Day - Professional Development
)	8th Grade Orientation 5:30-7:30pm (Auditorium) Kiewit MS
, }	8th Grade Orientation 5:30-7:30pm (Auditorium) Millard North MS
3	IB Information/Application Night 5:30pm
)	Registration Appt. Schedule periods 0, 1, 3, 5, 7, 8
l	Registration Appt. Schedule periods 0, 2, 4, 6, MT, 8
	ACT @ MNHS
1	NO SCHOOL - Professional Development/Teacher Work Day
7	No School - President's Day/First Year Teacher Orientation
3	IB/MYP/DP 2/4-year Plan Night 5:30 pm (Lecture Hall)
כ	IB/MYP/DP 2/4-year Plan Night 5:30 pm (Lecture Hall)
10-11	8th Grade Registration Counselor Appointments 4:00-8:00 PM
)	Parent Teacher Conferences Via Zoom 4:00-8:00 PM
	Parent Teacher Conferences In-Person 4:00-8:00 PM
3	NO SCHOOL - Teacher Work Day
+	NO SCHOOL - Teacher Comp Day
7	NO SCHOOL - Professional Development Day 11th Grade ACT/10th Grade PreACT/9th Grade PreACT - No School 12th grade
5 9	Prom at Baxter Arena - 8:00-11:00 PM
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	ACT @ MNHS
11	NO SCHOOL - Spring Break
,	IB Showcase Night
,	Senior Banquet
	Senior Honors Night 6:00-7:00 pm (Auditorium)
9	Last Day for Seniors
2	Finals (1,3,5,7) - School Dismisses at 12:30 - No Lunch Served
3	Finals (2,4,6,0/8) - School Dismisses at 12:30 - No Lunch Served
3	Last Day of School - 12:30 Dismissal
3	Graduation Rehearsal (11:00 AM) @ Baxter Arena - Report by 10:45 AM
4	Graduation Ceremony (5:00 PM) @ Baxter Arena - Report by 4:00 PM
8	Make-up Final Exams 8:00-3:30
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- Jul. 25-31 New Student Registration
- Jul 29-30 New Teacher Orientation
- Jul. 31 New Teacher Orientation (Special Education only)
- Jul. 30-31 Student Orientation – 8am-1pm - Assigned by last name
- Aug. 1-7 All Certificated Staff – Fall Workshop
- Aug. 6 Open House 6:30-8:00pm
- First day of school 9th grade only Aug. 8
- Aug. 9 First day of school – All grades
- Aug. 26 Academic Letter Awards 7pm
- Aug. 28 Fall Pep Rally
- Sep. 2 NO SCHOOL – Labor Day
- Sep. 3 NO SCHOOL - Professional Development/Workday
- Sep. 4 Progress grades due
- Sep. 7 ACT @ Millard South
- Sep. 9 Senior College Planning Information Night 6:00pm
- Sep. 18 Sophomore Health Screenings
- Sep. 24 Progress grades due
- Sep. 24 Extended PRIDE Time: Senior Meeting (Jostens)
- Oct. 1 Extended PRIDE Time: Senior Panoramic
- Oct. 5 Homecoming Dance 8-11pm
- Oct. 7-8 Parent Teacher Conferences 4:00-8:00pm
- Oct. 9 10th Grade AWA & 11th Grade Practice ACT
- Oct. 9 NO SCHOOL – 9th & 12th Grades
- Oct. 9 PSAT @ Millard South
- Oct. 10 NO SCHOOL – Teacher Work Day
- Oct. 11 NO SCHOOL - Teacher Comp Day for Conferences
- Oct. 14 NO SCHOOL - Staff Development

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Mar. 10	Juniors College Planning Night 6:00pm
Mar. 11	Parent Teacher Conferences 4:00-8:00pm
Mar. 13	NO SCHOOL – Teacher Work Day
Mar. 14	NO SCHOOL – Teacher Comp Day for Conferences
Mar. 17	NO SCHOOL – Staff Development
Mar. 18	Mid-Semester Grades Posted
Mar. 19	Spring Pep Rally
Mar. 22	Prom Dance – 8-11pm
Mar. 25	11th Grade ACT & 9th-10th Grade Pre-ACT
Mar. 25	NO SCHOOL – 12th Grade
Apr. 4	Career Fair
Apr. 7-11	NO SCHOOL - Spring Break
Apr. 15	Progress Grades Due
May. 2	College Decision Day - Counseling Center
May 5-16	Advanced Placement Exams
May. 6	Progress Grades Due
May. 13	Honors Night/Senior Art Show 7:00pm
May. 19	Seniors - Last Day of School
May 22-23	FINALS - 12:30 Dismissal. No Lunch Served
May 22-23	Teacher Work/Student Intervention Time - 12:30-3:45
May. 23	Final Semester Grades Due
May. 23	Graduation Rehearsal @ UNO - Baxter Arena 9:00am
May. 24	Graduation @ UNO - Baxter Arena 9:00am
May. 26	Memorial Day

Oct. 15 Mid-Semester Grades Posted Oct. 26 ACT @ Millard South

- Nov. 5 NO SCHOOL - AM Staff Development, PM Work Day
- Nov. 6 Progress Grades Due
- Nov. 26 Progress Grades Due
- Nov. 27 New Teacher Orientation, Work Day all other staff
- Nov. 27-29 NO SCHOOL Thanksgiving Break
- Dec. 4 Winter Pep Rally
- Dec. 5 Senior FAFSA Registration Event w/Education Quest
- Dec. 7 ACT @ Millard South
- Dec. 19-20 First Semester Final Exams

NO SCHOOL - WINTER BREAK: December 23rd - January 6th

NO SCHOOL - Professional Development/Workday Jan. 6 Jan. 6 Final Semester Grades Due Jan. 7 Semester Begins Jan. 20 MLK Day - No school - Staff Development Day Jan. 21 8th Grade Activity Fair 6:00pm Jan. 28-31 Extended PRIDE Time - All Week for Registration Jan. 28 Progress Grades Due Feb. 8 ACT @ Millard South Feb. 13 Advisement Conferences 4:00-8:00pm Feb. 14 NO SCHOOL - Staff Dev AM, Teacher Work Day PM Feb. 17 NO SCHOOL - President's Day Feb. 17 New Teacher Orientation Feb. 18 Progress Grades Due

No School for Students

As of 5.8.24

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Color Codes	
Holiday (No Students)	
Teachers only - no students	
Teacher Comp Day	
District Holiday	1
Professional Development Day	

Aug 6	Back to School Process (12:00 PM- 4:00 PM)
Aug 8	Open House (6:00-7:00 pm)
Aug 8	First day of classes - FRESHMEN ONLY
Aug 9	First day of classes - ALL GRADES
Aug 9	Back to School Dance (7:00-9:00 pm)
Sept 2	No School - LABOR DAY
Sept 3	No School for students - Professional Development Day
Sept. 5	Last day to Drop a Semester 1 Class
Sept 7	ACT at Millard West (Aug 2 deadline)
Sept. 21	Homecoming Dance 7:00-10:00 Blood Drive
Sept. 26	Blood Duve
Oct.7-8	Parent - Teacher Conferences (4:00-8:00) - In-Person
Oct 9	End of 1st Quarter - AWA-10th, Practice ACT -11th / PSAT
Oct 10	No School - Teacher Work Day
Oct 11	No School - Teacher Comp Day
Oct 14	No School - Professional Learning Day
Oct 23-24	Mock Job Interviews
Oct 26	ACT at Millard West (Sept 20 deadline)
Nov 5	No School - AM - Professional Development / PM - Work Day
Nov 27-29	No School - Thanksgiving Break
Dec 7	
Dec 7 Dec 20	ACT at Millard West (Nov. 1 deadline) First Semester Ends
Dec 23-Jan 3	No School - Winter Break
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Jan 6	No School - AM - Professional Development / PM - Work Day
Jan 7	Second Semester Begins
Jan 16	Incoming 9th Grade Night (6:30 - 8:00)
Jan 20	No School - Professional Development / Work Day
Feb. 13	Blood Drive
Feb 14	No School - AM - Professional Development / PM - Work Day
Feb 17	No School - Veteran Staff Off Contract
Mar 4	Parent-Teacher Conferences (4:00-8:00) - Advisement Conferences
Mar 11	Parent-Teacher Conferences (4:00-8:00) - In Person
Mar 12	End of Third Quarter
Mar 13	No School - Work Day
Mar 14	No School - Teacher Comp Day
Mar 17	No School - Parent-Teacher Conferences / Professional Learning
Mar 25	ACT/PreACT - No School 9, 12 grade
Annil 7 dd	Na Sakaal, Savias Break
April 7-11 April 26	No School - Spring Break
April 26 April 23-24	Prom (7:30-10:00) Mock Job Interviews
7 pm 20-24	
May 1	Blood Drive
May 4	Senior Banquet
May 5	Senior Awards Breakfast
May 18	Black and Green Night (Hall of Fame Dinner)
May 19	Last Day for Seniors
May 22	Finals (1,3,5,7 Blocks) - School Dismisses at 12:30
May 23	Finals (2,4,6,8 Blocks) - School Dismisses at 12:30
May 23	Last Day of School
May 23	Commencement Rehearsal (10:00 AM) @ Baxter Arena
May 24	Graduation Commencement (1:00 PM) @ Baxter Arena
May 26	Memorial Day
May 26	Memorial Day
May 26	Memorial Day

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Daily Bell Schedule

Activities Calendar



Keith Lutz Horizon High School School Calendar 2024-2025

August 8th	First Day for Students
August 15th	Open House, 5:30-7:00 pm
September 2	No School – Labor Day
September 3	No School - Professional Development/Work Day
September 5	Parent Teacher Conferences, 4:00-8:00 pm, in person
October 8	Senior Recognition Ceremony – Early dismissal @ 12:15 pm
October 9	End of Term 1 AWA 10th; Practice ACT 11th - No school for 9th and 12th grade
October 10	No School – Teacher Work Day
October 11	No School – Comp Day
October 14	No School – Professional Development and Zoom Parent Teacher Conferences
October 15	Term 2 begins
November 5	No School – Professional Development/Work Day
November 14	Parent Teacher Conferences, 4:00-8:00 pm, in person
November 27-29	No School - Thanksgiving Break
December 20	End of Term 2/Senior Recognition Ceremony – Early dismissal @ 12:15 pm
December 23-January 3	No School - Winter Break
January 6	No School - Professional Development/Work Day
January 7	Term 3 begins
January 20	No School – Professional Development/Martin Luther King Jr. Day
February 6	Parent Teacher Conferences, 4:00-8:00 pm, in person
February 14	No School – Professional Development/Work Day
February 17	No School – Presidents' Day
March 12	End of Term 3/Senior Recognition Ceremony – Early dismissal @ 12:15 pm
March 13	No School – Teacher Work Day
March 14	No School – Comp Day
March 17	No School – Professional Development and Zoom Parent Teacher Conferences
March 18	Term 4 begins
March 25	PSAT 9th; PreACT 10th; ACT 11th - No school for 12th grade
April 7-11	No School - Spring Break
April 23	Parent Teacher Conferences, 4:00-8:00 pm, in person
May 22	Senior Recognition Ceremony – Early dismissal @ 12:15 pm
May 23	Last Day of School– Early dismissal @ 11:30 am

Updated 05/20/2024

AGENDA SUMMARY SHEET

Agenda Item:	Memorandum of Understanding for School-Based Mental Health and Wellness Services
Meeting Date:	June 8, 2024
Background/ Descrip	tion: The revision of this MOU is due to our expansion of our School-Based Mental Health and Wellness Services to Millard West High School starting in the 2024-25 school year.
Action Desired:	Approval
Policy / Strategic Plan Reference:	N/A
Responsible Person(s): Bill Jelkin, Student Services

Superintendent's Signature:

John Schweite

AGREEMENT FOR SCHOOL-BASED MENTAL HEALTH AND WELLNESS SERVICES

THIS AGREEMENT is between the Millard Public Schools, a Nebraska public school district ("MPS") and OneWorld Community Health Centers, Inc., a Nebraska nonprofit corporation ("OneWorld") (individually a "party" and collectively the "parties").

RECITALS

WHEREAS, MPS is a public school district with schools in Douglas and Sarpy Counties, Nebraska, and MPS desires to enhance the educational opportunities for MPS students by addressing mental health and wellness issues that may interfere with students' academic achievement; and

WHEREAS, OneWorld employs and contracts with qualified licensed health care personnel who provide mental health and wellness services; and

WHEREAS, MPS desires to contract with OneWorld to obtain mental health and wellness counseling services from OneWorld and OneWorld desires to provide the same, all in accordance with the terms of this Agreement.

NOW, THEREFORE, and in consideration of the foregoing and based on the terms and conditions as set forth herein, the parties agree as follows:

MENTAL HEALTH AND WELLNESS SERVICES. OneWorld and MPS shall facilitate the 1. placement of a Nebraska licensed independent mental health professional ("LIMHP") or a Nebraska licensed mental health professional ("LMHP") at MPS schools as assigned, in order to address the needs of MPS students who are not able to access mental health and wellness services. The parties understand and agree that certain schools(s) may initially be designated as pilot project sites, with additional schools being added as resources and funding allow. The LMHP/LIMHP shall be located onsite at the schools and shall, among other things, provide mental health and wellness services, including mental health and wellness assessments, individual therapy, family therapy, care coordination for children who require more intensive services, participation in Multidisciplinary Evaluation Team ("MDT") meetings and Individual Education Program Team ("IEP") meetings and MTSS Team meetings (as requested and which such MDT, IEP and MTSS meetings participation shall be billable services as provided in Exhibit A), and educational presentations for parents and teachers. OneWorld shall provide mental health and wellness services pursuant to a schedule mutually agreed upon by the parties. Notwithstanding the foregoing, this Agreement shall not be construed as making MPS responsible for delivery or funding of such mental health and wellness services or for the quality or standard of care of such services. The quality or standard of care of such services shall be solely determined by OneWorld. Service recipients shall be limited to MPS students enrolled at the applicable school locations (including those enrolled in early childhood development programs).

- 2. **OBLIGATIONS OF MPS.** MPS shall be responsible for the following:
 - a. <u>Space and Furnishings.</u> MPS shall provide suitable space necessary for OneWorld to operate at the schools as assigned. OneWorld shall have a limited license to access the school locations and shall abide by applicable regulations and procedures governing access and use of MPS premises as the same may be enacted from time to time by MPS.
 - b. <u>Computer Services</u>. MPS shall provide wired or wireless internet access, plus access to printing and copying resources, at the school sites.
 - c. <u>Referral</u>. MPS may, after first consulting with parents/guardians about their students mental health and wellness and obtaining the parent/guardian's consent for identification and referral, for services by OneWorld personnel for mental health and wellness counseling services pursuant to the referral

and scheduling protocol developed for the school. Such referrals shall not be deemed as an endorsement or approval by MPS of OneWorld or any services provided by OneWorld. All scheduling and services are subject to availability of OneWorld personnel and resources at the time of referral.

d. <u>Confidential Information and Releases.</u> Student records and information of MPS are subject to the confidentiality and privacy restrictions and requirements of the federal Family Educational Rights and Privacy Act ("FERPA"), and, accordingly, access by OneWorld to MPS student records and information and to the MPS Student Information System shall be restricted and/or forbidden in accordance with the restrictions and requirements of FERPA. MPS shall be responsible to obtain releases under FERPA as needed to refer and coordinate services with OneWorld and to disclose or permit OneWorld staff to access protected student records and information.

3. **OBLIGATIONS OF ONEWORLD.** OneWorld shall be responsible for the following:

a. <u>Personnel/Licensure.</u> OneWorld shall provide at least one LMHP/LIMHP to work onsite at the subject school sites as agreed upon by MPS and OneWorld. The LMHP/LIMHP's schedule shall be as agreed upon by OneWorld and MPS. OneWorld shall ensure that the LMHP/LIMHP has the proper professional qualifications and all required licenses or certifications and shall ensure that the LMHP/LIMHP remains licensed and/or certified during the time the LMHP/LIMHP is rendering services at any school site. The LMHP/LIMHP shall also be subject to the employee verification and background check requirements set forth in Section 8 of this Agreement. The LMHP/LIMHP may provide summer services pursuant to reduced summer hours determined. After any applicable pilot period and once the program is fully implemented, it is anticipated that the LMHP/LIMHP shall serve between 80 and 100 students at each school site per year. OneWorld shall furnish information on the licensure and credentials of the LMHP/LIMHP upon request.

OneWorld ensures all providers are (1) duly licensed, certified and/or otherwise qualified to provide services hereunder, with appropriate training, education, and experience in their particular field; (2) appropriately credentialed and (3) eligible to participate in federal health care programs including Medicaid and Medicare.

OneWorld agrees to provide services consistent with, at a minimum, the prevailing standard of care and in accordance with applicable federal, state, and local laws and published and final regulations.

- b. <u>MPS Policies.</u> OneWorld personnel shall comply with all applicable policies and rules of MPS while on MPS property, including but not limited to non-discrimination and harassment, sexual harassment, appropriate boundaries with students, behavior and conduct on MPS property, dress, use of tobacco and e-cigarette products, substance use, political activities, use of MPS computers and property, identification badges, student and staff confidentiality, corporal punishment and physical contact, and safety and security. OneWorld personnel shall not unreasonably interfere with the conduct of school and other educational programs thereon and shall not solicit or distribute any materials to MPS students who are not already participating or receiving any services. MPS reserves the right to have OneWorld personnel removed from MPS property for failure to comply with such policies and rules, for any behavior that is disruptive to the educational environment, or for failing to abide by any provisions in this Agreement.
- c. <u>**Consent.**</u> OneWorld shall be responsible to obtain parental/guardian consent prior to rendering services.
- d. <u>Administrative Supervision and Medical Direction Services.</u> OneWorld shall be responsible to provide all administrative supervision and oversight of the LMHP/LIMHP and all medical direction of the LMHP/LIMHP.
- e. <u>Interpreter Services.</u> OneWorld shall be responsible to provide all of its own interpreters and interpreter services that may be required in the provision of OneWorld's services.

f. <u>Confidential Information and Releases.</u> Records of OneWorld are generally subject to the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). OneWorld shall be responsible to obtain authorizations under HIPAA as needed to disclose or permit OneWorld staff to access protected health information, or to allow OneWorld or its staff to share protected health information ("PHI") under HIPAA with MPS or with any other providers of mental health and wellness services. Records of OneWorld that OneWorld maintains and stores on MPS property in conjunction with the OneWorld services provided pursuant to this Agreement, shall be secured and stored in double locking file storage.

Patient Information and Record Retention. Patient information will be entered in the appropriate patient record by OneWorld personnel. All patient records are the property of OneWorld and are maintained according to Health Center's Policy on Record Retention and Destruction.

<u>Referrals.</u> Once referrals are completed by MPS, OneWorld will enter patient information in OneWorld Electronic Health Record (EHR), track and manage those referrals based upon OneWorld policy.

Data Reporting. OneWorld will comply with any reporting or other requirements imposed by federal and state government and regulatory bodies.

- g. <u>Nondiscrimination and Sexual Harassment.</u> OneWorld agrees to provide all services pursuant to this Agreement without regard to race, color, sex, age, handicapping condition, or other factors unrelated to the student's need for services and OneWorld's ability to provide such services. Sexual harassment in any form is prohibited.
- h. <u>Fees.</u> Except as otherwise provided in this Agreement regarding billable services, OneWorld shall provide the services described above in this Agreement at no charge to MPS. The parties understand and agree that OneWorld may bill students' insurance or other third-party payor sources for the services it provides hereunder. OneWorld may charge for other items and services provided to MPS, provided that the parties agree in advance in writing to such items and services and the charges therefore.

OneWorld will provide services to eligible individuals for a discounted rate, using a sliding fee scale, consistent with health center requirements. The sliding fee scale shall provide for discounts off regular charges for individuals/families earning incomes at or below 200% of the Federal Poverty Level (FPL) and includes a nominal fee structure for individuals/families earning incomes at or below 100% FPL.

- i. <u>Billable Services.</u> Participation by OneWorld personnel in MDT meetings, IEP meetings, and MTSS meetings as requested by MPS, shall be billable services as provided in Exhibit A.
- j. <u>Contract Performance Monitoring.</u> OneWorld will monitor contract performance using the agreed upon reporting timeframes. OneWorld will report any findings related to timeliness and/or quality of work at its Quality Improvement committee meeting.

4. **ASSIGNMENT OF AGREEMENT.** OneWorld shall not be permitted to assign the duties and responsibilities under this Agreement to another provider without the prior written consent of MPS.

5. **INSURANCE.** OneWorld shall at all times maintain and pay all premiums on the following insurance coverages. Insurance shall be provided by OneWorld at its own expense for claims on account of all actions and activities of OneWorld and its officers, agents, employees, and independent contractors conducted under, or in any manner related to this Agreement. This insurance shall be written in accordance with the limits of liability specified as part of this Agreement.

a. <u>Professional Liability.</u> Professional liability coverage for OneWorld and its staff and volunteers in the amount of \$1,000,000 per occurrence and \$5,000,000 aggregate per policy year, through insurance companies authorized to do business in Nebraska. OneWorld may satisfy this obligation with respect to coverage of its own staff and volunteers through a combination of

insurance and coverage under the Nebraska Hospital-Medical Liability Act (for eligible personnel).

- b. <u>Workers Compensation</u>. Statutory workers compensation insurance and employer's liability insurance as follows: (i) \$500,000 per accident, (ii) \$500,000 disease policy limit, and (iii) \$500,000 disease, each employee with waiver of subrogation in favor of MPS.
- c. <u>Commercial General Liability</u>. Bodily injury and property damage liability insurance in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate per policy year naming MPS and its staff and volunteers as additional insureds. Coverage shall include sexual abuse/molestation, completed operations, broad form property damage, and personal injury and advertising liability coverage. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided that this waiver shall apply only when permitted by the applicable policy of insurance.
- d. <u>Automobile Liability Insurance.</u> Bodily injury and property damage liability insurance including non-owned automobiles of staff and volunteers, in the amount of \$1,000,000 each occurrence and \$1,000,000 aggregate per policy year.
- e. Excess Liability. \$2,000,000 limit of liability.
- f. <u>Certificates of Insurance.</u> OneWorld shall provide to MPS a certificate or certificates of insurance evidencing such coverages. Such certificates shall provide that MPS will be notified in the event of any surrender or cancellation of any policy at least thirty days prior to the effective date thereof. Failure to maintain the required insurance shall be considered a material breach of this Agreement and grounds to immediately terminate this Agreement for cause.
- g. Indemnity. To the extent of its policies of insurance as provided in this Section, OneWorld will indemnify and hold MPS harmless from and against any and all liabilities, claims and defenses arising from or relating to the services and the actions of the agents, employees, and independent contractors of OneWorld, that are connected to or related to this Agreement. To the extent of the policies of insurance that are held and maintained by MPS, MPS will indemnify and hold OneWorld harmless from and against any and all liabilities, claims and defenses arising from or relating to the services and the actions of the agents, employees, and independent of MPS, that are connected to or related to this Agreement.

6. <u>HIPAA/FERPA.</u> The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Title 45, Parts 160 and 164 of the Code of Federal Regulations and the Family Educational Rights and Privacy Act ("FERPA"), Title 34, Part 99 of the Code of Federal Regulations. The parties agree that records created by OneWorld and MPS relative to patients/students shall be maintained pursuant to the provisions of federal and state law regulating the security and confidentiality of patient/student information. All medical and billing records created and maintained by OneWorld shall remain the property of OneWorld and all educational records created and maintained by MPS shall remain the property of MPS.

7. <u>EMERGENCIES.</u> MPS policies shall continue to govern response to health emergencies or other emergency situations occurring on school premises.

8. EMPLOYEE VERIFICATION/BACKGROUND CHECKS.

a. <u>Employee Verification</u>. OneWorld must register with and utilize an electronic verification system or program, whether the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, now known as the "E-Verify Program" or an equivalent federal program designated by the Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. OneWorld shall contractually require all subcontractors performing work under this Agreement to also register and utilize such electronic verification system. OneWorld and all of OneWorld's subcontractors shall use such electronic verification system to determine the work eligibility status of each new hire employee physically

performing any services within the State of Nebraska under this Agreement. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by OneWorld nor any subcontractor of OneWorld to perform services in Nebraska. OneWorld shall provide such reasonable documentation as MPS may request, from time to time, during the performance of this Agreement and for five years thereafter documenting compliance with the provisions of this Section. Failure to comply with the provisions of this Section shall constitute a material breach of this Agreement.

b. <u>Employee Background Checks.</u> Any OneWorld personnel who will serve MPS students pursuant to this Agreement must meet all of the criteria for MPS's outside personnel conducting activities in the schools, including passing a criminal background check, a sex offender registry check, and a check of the child/adult abuse and neglect registry/register, prior to any having any contact with MPS students. Background checks on employees are performed by OneWorld at hire. A listing of all approved and verified OneWorld personnel who have successfully passed the background and registry checks will be filed with the MPS Human Resources Department. OneWorld shall ensure that criminal background, sex offender registry, and child/adult abuse and neglect registry checks are conducted for all personnel rendering services at a school site, including subcontractors, that will have any contact or interaction with MPS students. Such background and registry checks shall be performed pursuant to applicable state and federal law and MPS policies and rules. The cost of the background and registry checks will be the expense of OneWorld.

9. **<u>TERM.</u>** This Agreement shall have an initial term commencing on August 1, 2024 and continuing until August 1, 2027. Thereafter, this Agreement shall automatically renew for successive one year renewal terms unless either party furnishes notice of non-renewal at least sixty days prior to the expiration of the initial term or any subsequent one-year renewal term.

10. **<u>TERMINATION.</u>** Notwithstanding the stated term, this Agreement may be terminated by either party for any reason by giving sixty days advance written notice of its intention to terminate. This Agreement may also be terminated as follows:

- a. <u>Termination for Cause.</u> By either party in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement by giving written notice specifying the nature of the breach. If the breaching party does not cure within a fifteen-day period after receipt of notice, then this Agreement shall terminate without further notice or demand.
- b. **Funding Shortfall.** By either party based upon a material funding shortfall, defined as the party's inability to obtain previously budgeted and committed grant funding or other funding necessary for sustainability of the services, upon not less than thirty days prior written notice to the other party.

11. **INDEPENDENT CONTRACTOR.** MPS and OneWorld are independent contractors and are not, by virtue of this Agreement or otherwise, made agents, employees, or joint venturers of each other. MPS and OneWorld shall not represent themselves as agents, employees, or joint venturers of one another in performing services under this Agreement and neither party shall have the ability to contract on behalf of or to obligate the other party in any manner. OneWorld personnel who are performing services under this Agreement at MPS schools are not, and shall not be deemed to be employees of MPS for any purpose but shall remain OneWorld personnel.

12. **NOTICE.** Notices required under this Agreement shall be sufficient if made in writing and if personally delivered, mailed or emailed to the addressee at its current business address.

If to MPS:

Director of Student Services Millard Public Schools 5606 S. 147th Street Omaha. NE 68137 If to OneWorld:

OneWorld Community Health Centers, Inc. 4920 South 30th Street Omaha, NE 68107

- 13. **<u>MISCELLANEOUS.</u>** The following additional conditions apply to this Agreement.
 - a. **Nondiscrimination and Sexual Harassment.** All parties to this Agreement agree that neither they nor any of their subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment in violation of federal or state laws or local ordinances because of the race, color, religion, sex, sexual orientation, national origin, disability, age, marital status, genetic information, citizenship status, or economic status of the employee or applicant. Sexual harassment of any form is prohibited.
 - b. <u>Severability.</u> In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
 - c. <u>Assignment.</u> This Agreement may not be assigned or transferred, nor may any of the duties and responsibilities be assigned or transferred, except by mutual written agreement of the parties.
 - d. <u>Waiver.</u> The failure of the parties to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition, but the obligations of the parties with respect thereto shall continue in full force and effect. MPS does not waive its governmental immunity by entering into this Agreement and MPS fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
 - e. <u>**Recitals.**</u> The recitals are intended to describe the intent of the parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.
 - f. <u>Amendment.</u> This Agreement may be amended only by written agreement of the parties.
 - g. <u>Applicable Law.</u> This Agreement shall be interpreted according to the laws of the State of Nebraska.
 - h. **No Third-Party Beneficiary.** This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of this Agreement shall have the effect of conferring any rights or expectations on any third party. No one other than a party to this Agreement or a party's permitted successor or assign shall have the right to enforce any covenant, term or condition in this Agreement.
 - i. <u>Entire Agreement.</u> This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the parties and supersedes and incorporates all prior written and oral statements and understandings.

j. <u>**Binding Effect.**</u> This Agreement shall be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement for School-Based Mental Health and Wellness Services in duplicate on the dates set forth below.

MILLARD PUBLIC SCHOOLS

ONEWORLD COMMUNITY HEALTH CENTERS, INC.

By: ______ Superintendent

Chief Executive Officer

Date: _____

Date: _____

EXHIBIT A

Ву: ____

TO AGREEMENT FOR SCHOOL-BASED MENTAL HEALTH AND WELLNESS SERVICES ONEWORLD BILLABLE SERVICES

The OneWorld services which shall constitute billable services pursuant to this Agreement, are the participation of OneWorld personnel in MDT, IEP, and MTSS meetings as requested by MPS. Such participation includes the actual time incurred in attendance at such meetings, in any preparations for such meetings, and for any required follow up activities and actions after such meetings.

MPS agrees to compensate OneWorld for such billable services, and OneWorld agrees to accept as compensation for such billable services, payment at the rate of \$100.00 per hour.

No such compensation shall be due or owing for time or travel by OneWorld personnel to the location designated by MPS where such meetings are to be held.

OneWorld shall submit written quarterly statements to MPS for the billable services rendered pursuant to this Agreement. Such statements shall detail the billable services provided, time incurred, date incurred, and school and student involved. OneWorld and OneWorld personnel time devoted to the preparation of such statements or to the recording or keeping of records or information in support of or needed to create such statements, shall not be compensated under the provisions of this Agreement. MPS agrees that for such statements received by MPS by the twentieth day of any month, MPS will remit by the fifteenth day of the following month the amount due consistent with the payment requirements set forth herein.

AGENDA SUMMARY SHEET

Agenda Item:	Human Resources
Meeting Date:	June 3, 2024
Background	
Description:	Personnel Items: (1) Hiring Agenda, (2) Resignation Agenda
Action Desired:	Approval
Policy / Strategic Plan Reference:	N/A

Dr Kevin Chick Responsible Person(s): Associate Superintendent of Human Resources

Superintendent's Signature John Schuck

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TEACHER RECOMMENDED FOR HIRE

Recommend: The following teachers be hired for the 2025 school year:

- Sarah L. Mahart MA University of Nebraska, Omaha. Grade 5 teacher at Bryan Elementary School for the 2024-2025 school year. Previous Experience: Bennington Public Schools (2023-2024), Millard Public Schools (2016-2022), Iowa Public Schools (2013-2015)
- 2. Emily J. Sheehy BA University of Nebraska, Kearney. Grade 4 teacher at Willowdale Elementary School for the 2024-2025 school year.
- Jocelyn Inamine-Shikiya MA University of Nebraska, Omaha. Spanish teacher at Aldrich Elementary School for the 2024-2025 school year. Previous Experience: Omaha Public Schools (2020-2024)
- Emily U. Benson MA Newman University, KS. Grade 5 teacher at Ezra Elementary School for the 2024-2025 school year. Previous Experience: Omaha Public Schools (2015-2024)
- 5. Erin E. Wolf MA University of Nebraska, Omaha. Speech Language Pathologist for the 2024-2025 school year.
- Monica A. Simpson BA University of Nebraska, Omaha. Spanish teacher at Central Middle School for the 2024-2025 school year. Previous Experience: Omaha Public Schools (2023-2024)
- Leigha M. McDonald MA Doane University. Math teacher at Millard West High School for the 2024-2025 school year. Previous Experience: Denver, CO Public Schools (2016-2022), Millard Public Schools (2011-2014)
- 8. Dustina C, Graeff BA+4 Valley City State University, ND. Kindergarten teacher at Aldrich Elementary School for the 2024-2025 school year. Previous Experience: Creek Valley Elementary, NE. (2022-2024)
- Holly S. Anderson BA+27 University of Nebraska, Lincoln. English Language Arts teacher at Millard South High School for the 2024-2025 school year. Previous Experience: Lincoln Public Schools (2018-2021), Denver, CO Public Schools (2017-2018)

June 3, 2024

RESIGNATIONS

Recommend: The following resignation(s) be accepted:

1. Shay N. Tiarks – Grade 4 teacher at Bryan Elementary School. Resigned effective immediately because of family relocation.