

THE DAILY RECORD

Public Notice Placement Confirmation

SCHOOL DISTRICT NO. 17
a/k/a
Millard Public School District
NOTICE OF MEETING

Please notify us of any changes ASAP at legals@omahadailyrecord.com

Scheduled Publication

12/2

Notice is hereby given of a Board of Education meeting of School District No. 17, in the County of Douglas, which will be held at **6:00 p.m. on Monday, December 5, 2022** at Don Stroh Administration Building 5606 S. 147th St. Omaha, NE 68137.

Agenda for such meeting, kept continuously current, is available for public inspection at the office of the superintendent at 5606 South 147th Street, Omaha, Nebraska and on the MPS website at www.mpsomaha.org.

Mike Kennedy
Secretary

12/2


ZNEZ

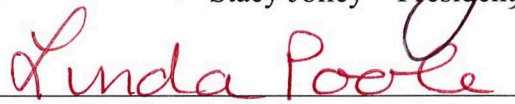
All notice submissions, changes and cancellations must be made by 12 p.m. two weekdays prior to publication, or by earlier deadlines noted in your confirmation email in advance of court holidays. Please note the The Daily Record reserves the right to delay publication if we are unable to reach you to resolve questions or concerns.

**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 December 5, 2022, at the Don Stroh Administration Center, 5606 South 147 Street, Omaha, NE 68137

Dated this 5th day of December, 2022

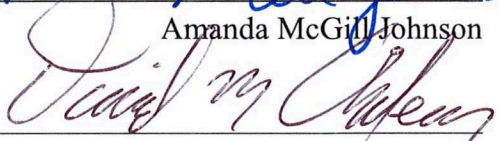

Stacy Jolley – President

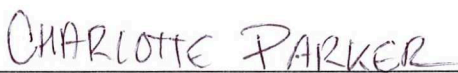

Linda Poole – Vice President


Mike Kennedy – Secretary


Mike Pate – Treasurer


Amanda McGill Johnson


Dave Anderson


Charlotte Parker - Millard North


Phoenix Nehls - Millard South


Emily Ciesielski - Millard West

BOARD OF EDUCATION MEETING SIGN IN

December 5, 2022

<u>NAME:</u>	<u>REPRESENTING:</u>	<u>Observing for a Class? (Y/N)</u>
Christina Brownell	self	N
Taylor Cronin & Darvy Cron	self	N
Amy Sobta	self	
Joe Ciolli	self	n
Lisa Schoenberger	self	N
Angelo Onor	Self	N
Bridget Bliednick	self	N
Christian Olson	Self	N
Jan Delany	self	N
John Deaney	MEI.	N
Ellie Stricklett	self	Y
Tim Rogers	MEA	N
Joyce Peters	self	No
Jennifer Trevett	self	No
Nancy Wojcik	self	No
SEAN SWANSON	Self	No
Norma Wiese	Self	No
Kirsten Wooten	self	NO
Kurt HAAch	Self	NO
Bob Eitz	SELF	NO



BOARD OF EDUCATION MEETING



December 5, 2022

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

BOARD MEETING
DECEMBER 5, 2022
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. Employee of the Month - Laura Fraser, EL Teacher at Montclair Elementary and Henry Martinez, Custodian at Ezra Elementary.

E. Showcase - Recognition of Students

F. 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.

G. Routine Matters

1. *Approval of Board of Education Minutes – November 21, 2022
2. *Approval of Bills and receive the Treasurer’s Report and Place on File

H. Information Items

1. Superintendent’s Comments
2. Board Comments/Announcements
3. Report from Student Representatives

I. Unfinished Business - None

J New Business

1. Adoption of a resolution calling for an election to exceed the statutory limits on the District’s Property Tax Levy Authority
2. Approval of Contract for District Wide Facilities Security Study
3. Approval of Contract for Morton Elementary School Rooftop Unit Replacement Phase II
4. Approval of Contract for Hitchcock Elementary School Interior Renovation
5. Approval of Contract for Multiple Site Door and Frame Replacements
6. Approval of Settlement Agreement with Douglas County and the City of Omaha regarding 5% Gross In-Lieu payments made by OPPD
7. Approval of Agreement for School-based Mental Health and Wellness Services with Lutheran Family Services of Nebraska
8. Approval of Agreement for School-based Mental Health and Wellness Services with OneWorld Community Health Centers

9. Approval of the 2023 Summer School Proposal
10. Approval of Personnel Actions: Recommendation to Hire, Resignation Agenda, Resignation Notification Incentive (RNI), Voluntary Separation Program (VSP)

K. Reports

1. International Baccalaureate® Diploma Programme Report
2. NSCAS 2021-22 Report
3. Community Levy Informational Presentation Report

L. Future Agenda Items/ Board Calendar

1. Winter Break - No School Wednesday, December 21, 2022 – Wednesday, January 4, 2023
2. Teacher Professional Development & Work Day - Wednesday, January 4, 2023
3. School Resumes on Thursday, January 5, 2023
4. Board of Education Meeting on Monday, January 9, 2023 at 6:00 p.m. at the DSAC
5. No School for Students on January 16, 2023 for Martin Luther King Jr. Day – Staff Development Day
6. Board of Education Meeting on Monday, January 23, 2023 at 6:00 p.m. at the DSAC

- M. 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.

N. 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
DECEMBER 5, 2022
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. Employee of the Month - Laura Fraser, EL Teacher at Montclair Elementary and Henry Martinez, Custodian at Ezra Elementary.

E. Showcase - Recognition of Students

F. 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.

G.1* Motion by _____, seconded by _____, to approve the Board of Education Minutes from November 7, 2022.

G.2* Approval of Bills and receive the Treasurer's Report and Place on File

H.1 Superintendent's Comments

H.2 Board Comments/Announcements

H.3 Report from Student Representatives

I. Unfinished Business - None

J.1 Motion by _____, seconded by _____, that the resolution calling for an election to exceed the statutory limits on the District's Property Tax Levy Authority be adopted as submitted.

J.2 Motion by _____, seconded by _____, that the contract for the District Wide Facilities Security Study with BCDM Architects be approved in the amount of \$88,000 and that the Chief Financial Officer be authorized to execute any and all documents related to such study.

J.3 Motion by _____, seconded by _____, that the contract for the Morton Elementary School Multizone Rooftop Unit Replacement Phase II be awarded to MMC Contractors in the amount of \$234,997 and that the Chief Financial Officer be authorized to execute any and all documents related to such project.

- J.4 Motion by _____, seconded by _____, that the contract for the Hitchcock Elementary School interior renovation be awarded to Rife Construction in the amount of \$892,147 and that the Chief Financial Officer be authorized to execute any and all documents related to such project.
- J.5 Motion by _____, seconded by _____, that the contract for the multiple site door and frame replacements be awarded to Elk Ridge Construction in the amount of \$123,302.62 and that the Chief Financial Officer be authorized to execute any and all documents related to such project.
- J.6 Motion by _____, seconded by _____, that the settlement agreement with Douglas County and the City of Omaha regarding 5% Gross In-Lieu payments made by OPPD be approved and that the Superintendent be authorized to execute any and all documents related to such agreement.
- J.7 Motion by _____, seconded by _____, to approve agreement with Lutheran Family Services of Nebraska for School-based Mental Health and Wellness Services.
- J.8 Motion by _____, seconded by _____, to approve Agreement for School-based Mental Health and Wellness Services with OneWorld Community Health Centers.
- J.9 Motion by _____, seconded by _____, to approve 2023 Summer School Proposal.
- J.10 Motion by _____, seconded by _____, to approve Recommendation to Hire, Resignation Agenda, Resignation Notification Incentive (RNI), Voluntary Separation Program (VSP).

K. Reports

1. International Baccalaureate® Diploma Programme Report
2. NSCAS 2021-22 Report
3. Community Levy Informational Presentation Report

L. Future Agenda Items/ Board Calendar

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6. Board of Education Meeting on Monday, January 23, 2023 at 6:00 p.m. at the DSAC

- M. 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.

N. 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, November 21, 2022, 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, November 18, 2022 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 announced that the open meeting laws are posted and available for public inspection and asked everyone to join in the Pledge of Allegiance.

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

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

The Student Showcase highlighted the Marching Band from Millard West, Seal of Biliteracy from Millard North and National Merit from Millard North, Millard South and Millard West.

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 Mike Kennedy, seconded by Linda Poole, to approve the Board of Education minutes for November 7, 2022, and approve the bills and receive the treasurer's report and place on file. Voting in favor of said motion was: Mr. Kennedy, Mrs. Poole, Mrs. Jolley, Mr. Anderson, and Mrs. McGill Johnson. Voting against were: None. Motion carried.

Superintendent's Comments:

Dr. Schwartz said we are continuing to share our message with the community through the *Rooted in Academics, Grown for Success* campaign. Dr. Schwartz shared the latest video which focuses on our career academies.

Dr. Schwartz congratulated Mr. Kennedy and Mrs. Jolley on being reelected to the board. He also congratulated Lisa Schoenberger on being elected. Dr. Schwartz also thanked all of those who ran and their willingness to serve.

Dr. Schwartz congratulated The Millard Public Schools Foundation on a wonderful Jingle event. The event was well done.

Board Comments:

Mrs. Jolley:

Mrs. Jolley said that she would be leaving early tonight to attend an event at her daughter's school. Mrs. Jolley also said the Foundation Jingle event was a lot of fun and a great way to bring the community together. Mrs. Jolley said she and Mr. Anderson attended the Millard West marching band showcase presentation this morning and it was a massive group of kids who were honored.

Mr. Anderson: None

Mrs. McGill Johnson: None

Mrs. Poole:

Mrs. Poole thanked the Foundation for putting on a great event. Mrs. Poole said she attended the NASB state conference last week and it was a well done conference. Mrs. Poole also congratulated Mrs. Jolley on being named the NASB vice president.

Mr. Kennedy:

Mr. Kennedy congratulated Stacy Jolley and Lisa Schoenberger on being elected to the school board. Mr. Kennedy also congratulated the Millard Foundation on a great event.

Phoenix Nehls, student representative from Millard South High School, reported on the academic and athletic happenings at their school.

Mrs. Jolley left at 6:30 p.m.

Unfinished Business:

Second Reading by Dave Anderson. Motion by Dave Anderson, seconded by Amanda McGill Johnson, to approve Policy 4510: Human Resources: Leaves of Absence. Voting in favor of said motion was: Mr. Anderson, Mrs. McGill Johnson, Mr. Kennedy, and Mrs. Poole. Voting against were: None. Motion carried.

New Business:

Motion by Mike Kennedy, seconded by Amanda McGill Johnson, to approve Rule 4510.01: Human Resources - Illness, Injury, Disability, Rule 4510.02: Human Resources - Long Term Disability - Group Income Protection Plan, Rule 4510.03: Human Resources - Business and Emergency Leave, Rule 4510.04: Human Resources - Leave Without Pay, Rule 4510.05: Human Resources - Leave of Absence Without Pay, Rule 4510.06: Human Resources - Leaves of Absence - Family Medical Leave Act (FMLA). Voting in favor of said motion was: Mrs. Poole, Mr. Anderson, Mrs. McGill Johnson, and Mr. Kennedy. Voting against were: None. Motion carried.

Linda Poole tabled Rule 4510.07: Human Resources - Perpetually Infectious Diseases.

Motion by Mike Kennedy, seconded by Amanda McGill Johnson, to approve Rule 4510.08: Human Resources - Family Death Leave, Rule 4510.09: Human Resources - Professional Leave, Rule 4510.10: Human Resources - Association Leave, Rule 4510.11: Human Resources - Sabbatical Leave, Rule 4510.12: Human Resources - Jury Duty, Election Boards - Subpoenas, reaffirm Rule 4510.13: Human Resources - Inclement Weather, approve Rule 4510.14: Human Resources - Uniform Service Leave (Military Leave of Absence), Rule 4510.15: Human Resources - Pre-Retirement Planning Programs, Rule 5110.1: Student Services - K-12 Transfer of Students within the District, Rule 6320.1: Curriculum, Instruction, and Assessment- Students: Requirements for Senior High School Graduation. Voting in favor of said motion was: Mr. Anderson, Mrs. McGill Johnson, Mr. Kennedy, and Mrs. Poole. Voting against were: None. Motion carried.

Motion by Dave Anderson, seconded by Amanda McGill Johnson, that the contract for the Sandoz Elementary School Renovation be awarded to Genesis Contracting Group in the amount of \$921,000 and that the Chief Financial Officer be authorized to execute any and all documents related to such project. *Chief Financial Officer Chad Meisgeier said Molly Macklin from Schemmer Architects was available to address questions and concerns from the Board.* Voting in favor of said motion was: Mr. Kennedy, Mrs. Poole, Mr. Anderson, and Mrs. McGill Johnson. Voting against were: None. Motion carried.

Motion by Dave Anderson, seconded by Amanda McGill Johnson, that the contract for the Millard North High School Lighting Upgrade Phase III be awarded to Superior Lighting in the amount of \$418,600 and that the Chief Financial Officer be authorized to execute any and all documents related to such project. *Chief Financial Officer Chad Meisgeier said Andrew Lang from Morrissey Engineering was available to address questions and concerns from the Board.* Voting in favor of said motion was: Mr. Kennedy, Mrs. Poole, Mr. Anderson, and Mrs. McGill Johnson. Voting against were: None. Motion carried.

Motion by Dave Anderson, seconded by Amanda McGill Johnson, to approve K-12 World Language Framework Part II: Textbook and Instructional Materials Selection. Voting in favor of said motion was: Mr. Anderson, Mrs. McGill Johnson, Mr. Kennedy, and Mrs. Poole. Voting against were: None. Motion carried.

Motion by Dave Anderson, seconded by Amanda McGill Johnson, to approve Recommendation to Hire: Leah M. Mattox, Derek M. Westerman, Rachel M. Forrest, Dylan S. Dittman, Megan N. Siebe, Lydia M. Hogan; Resignation Agenda: Jennifer M. Ploen; Resignation Notification Incentive (RNI): Sarah F. Ferguson, Jennifer A. Griffin-Mangan, Bodwin L. Holmes, Trent M. Monzingo, Dodie A. Warren, Monica M. Cox, Mikala M. Hansen, Nancy K. Wagemann, Joselyn S. Erickson;

Voluntary Separation Program (VSP): Terry A. Dischler, Monica M. Cox, Bodwin L. Holmes, Jennifer A. Griffin-Mangan. Voting in favor of said motion was: Mrs. Poole, Mr. Anderson, Mrs. McGill Johnson, and Mr. Kennedy. Voting against were: None. Motion carried.

Mrs. Poole requested to move Executive Session to the end of the agenda. There was no objection.

Reports:

United Way Campaign Report

Assistant Superintendent for Leadership, Planning & Evaluation Dr. Kim Saum-Mills said each year the District supports two charitable fund drives which are the United Way of the Midlands and the Millard Public Schools Foundation Campaign. Dr. Saum-Mills shared that this year staff contributions were up slightly but student contributions down this year with an overall total of \$48,459 raised for United Way.

Millard Foundation Staff Campaign Report

Director of Communications Rebecca Kleeman said that this year the Foundation raised participation to a record 46%. In 2022 the campaign raised \$61,424 to benefit Millard Public Schools.

English Language Learner Program Report

Director of Elementary and Early Childhood Education Mr. Andy DeFreece provided the board with an update on the English Language (EL) Program. Mr. DeFreece said there are over 800 students in our EL program who speak 69 different languages. Services are offered at sixteen locations which is double the locations we had in 2016. Mr. DeFreece said the goal of the program is to help the students to build proficiency in English language. Mr. DeFreece said that 25% of the students reach proficiency which is double the state average.

Engagement Survey Results

Executive Director of Assessment, Research, and Evaluation Dr. Darin Kelberlau provided the board with the results from the fall engagement survey. Millard seeks to have engaged stakeholders to meet our mission. Strategy 1.2 (2018) called for a survey of these stakeholders. Dr. Kelberlau said the engagement results from Millard staff, parents, and students continue to be strong. A few of the highlights he reported was that 90% of parents gave the district an A or B rating and 92% gave their buildings an A or B rating. He also reported that 95% of the parents believe the District has a positive public image, 92% reported that the District is moving in a positive direction toward its mission and 90% reported that Millard provides a world-class education.

Community Survey Results

Superintendent Dr. John Schwartz said that Andrew Northwall from Northwall Strategies had a conflict and was unable to attend the board meeting tonight. Dr. Schwartz said that these results gauge how the community feels about Millard Public Schools and the possibility of a levy override.

Assistant Superintendent for Leadership, Planning & Evaluation Dr. Saum-Mills shared that Northwall Strategies completed an opinion poll from September 30th - October 3, 2022. The surveys were collected via live calls and text messages. Dr. Saum-Mills shared the following highlights:

- 1/3 of people contacted said they have students in Millard Public Schools.
- 63% of people indicated there is a need for more funding.
- 79% of people believe the quality of Education in Millard is excellent or good.
- 85% of people believe we provide a better product than other districts.
- 55% of people believe Millard has been a good steward of tax dollars

Dr. Saum-Mills said knowing that if the levy doesn't get continued, cuts will have to be made. Those surveyed were asked to give feedback on what is important to them. Dr. Saum-Mills shared the results for each of the following categories with 5 being most important and 1 being least important:

- Arts in Education - 40% gave a 4 or 5.
- College Prep / AP Courses - 69% gave a 4 or 5.
- Athletics and Activities - 38% gave a 4 or 5.
- Small Class Size - 51% gave a 4 or 5.
- Preschool Programs - 35% gave a 4 or 5.

- Building Maintenance - 48% gave a 4 or 5.
- Classroom Technology - 56% gave a 4 or 5.
- Programs of Choice - 26% gave a 4 or 5.
- Recruiting and Retaining teachers - 85% gave a 4 or 5.

Dr. Schwartz said that the results show what is most important to the community. If you look at our budget more than 80% of our budget expenditures are spent on people. Dr. Schwartz said that the need for the levy override is there to meet the priorities set by our community. Dr. Schwartz said that a recommendation will be brought to the board for review at our December 5 board meeting. Dr. Schwartz said at that time the community levy information presentation will be shared. If approved by the board, the levy override will be on a March ballot.

Mrs. Poole 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:

1. No School for Students on Wednesday, November 23, 2022
2. Thanksgiving Holiday – No School for Students and Staff on November 24 & 25, 2022
3. Board of Education Meeting on Monday, December 5, 2022 at 6:00 p.m. at the DSAC
4. Winter Break - No School Wednesday, December 21, 2022 – Wednesday, January 4, 2023
5. School Resumes on Thursday, January 5, 2023
6. Board of Education Meeting on Monday, January 9, 2023 at 6:00 p.m. at the DSAC
7. No School for Students on January 16, 2023 for Martin Luther King Jr. Day – Staff Development Day
8. Board of Education Meeting on Monday, January 23, 2023 at 6:00 p.m. at the DSAC

At 7:10 p.m. Mike Kennedy made a motion to go into Executive Session, seconded by Amanda McGill Johnson. Voting in favor of said motion was: Mr. Pate, Mrs. Poole, Mrs. Jolley, Mr. Anderson, and Mrs. McGill Johnson. Voting against were: None. Motion carried. Voting in favor of said motion was: Mr. Kennedy, Mrs. Poole, Mr. Anderson, and Mrs. McGill Johnson. Voting against were: None. Motion carried.

Motion by Dave Anderson and seconded by Linda Poole to come out of Executive Session at 7:25 p.m.. Voting in favor of said motion was: Mr. Kennedy, Mrs. Poole, Mr. Anderson, and Mrs. McGill Johnson. Voting against were: None. Motion carried.



Secretary, Mike Kennedy

Millard Public Schools

December 05, 2022

Millard Public Schools Check Register Prepared for the Board Meeting for Dec 5, 2022

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	495594	11/17/2022	143410	AKRS EQUIPMENT SOLUTIONS INC	\$274.43
	495595	11/17/2022	108436	COX COMMUNICATIONS INC	\$7,264.33
	495596	11/17/2022	108436	COX COMMUNICATIONS INC	\$22,005.02
	495597	11/17/2022	130731	FIRST WIRELESS INC	\$65.00
	495601	11/17/2022	064800	METRO UTILITIES DISTRICT OF OMAHA	\$137,968.16
	495602	11/17/2022	071567	PAPILLION/LAVISTA HIGH SCHOOL	\$504.00
	495603	11/17/2022	108243	PIUS X HIGH SCHOOL	\$1,008.00
	495604	11/17/2022	139797	US BANK NATIONAL ASSOCIATION	\$99.00
	495605	12/05/2022	143790	360 COMMUNITY SERVICES	\$16,802.59
	495606	12/05/2022	010040	A & D TECHNICAL SUPPLY CO INC	\$117.00
	495607	12/05/2022	143631	JIM ABT	\$292.50
	495608	12/05/2022	142615	JAMES-ROLAND V ABUEG	\$593.22
	495609	12/05/2022	109853	ACCESS ELEVATOR INC.	\$4,970.80
	495610	12/05/2022	010383	ACTION BATTERIES UNLIMITED INC	\$204.50
	495611	12/05/2022	010112	JOSEY THOMAS AARON	\$3,500.00
	495612	12/05/2022	142695	AERCOR WIRELESS INC	\$5,043.00
	495615	12/05/2022	012450	AMERICAN RED CROSS-HEALTH & SAFETY	\$2,030.00
	495617	12/05/2022	143940	JOELLY A ANDERSON	\$5.00
	495618	12/05/2022	012989	APPLE COMPUTER INC	\$367.95
	495619	12/05/2022	142413	APPLE VALLEY SPEECH/DEBATE ALUM FDN	\$480.00
	495620	12/05/2022	142824	AVENUE SCHOLARS FOUNDATION	\$80,000.00
	495621	12/05/2022	131981	BAIRD HOLM LLP	\$234.78
	495622	12/05/2022	137482	KRISTINA A BAMESBERGER	\$117.15
	495623	12/05/2022	137623	BARDCO INC	\$2,400.00
	495624	12/05/2022	143990	KAITLYN FR BARRETT	\$46.44
	495625	12/05/2022	017877	CYNTHIA L BARR-MCNAIR	\$261.77
	495626	12/05/2022	140942	HALEY R BARRY	\$138.63
	495627	12/05/2022	134584	MARY A BAYNE	\$215.00

Millard Public Schools Check Register Prepared for the Board Meeting for Dec 5, 2022

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	495629	12/05/2022	135223	AARON J BEARINGER	\$334.06
	495630	12/05/2022	140903	EMMA BECK	\$57.92
	495631	12/05/2022	141521	ERIKA J BECKLEY	\$52.32
	495632	12/05/2022	139889	DARLA G BELL	\$155.82
	495633	12/05/2022	132146	BERGAN KDV LLC	\$21,000.00
	495634	12/05/2022	131401	TYLER J BERZINA	\$110.40
	495635	12/05/2022	142454	LAURA C BESHALER	\$325.37
	495636	12/05/2022	139495	MELISSA N BETTS	\$977.30
	495637	12/05/2022	134749	RHONDA R BETZOLD	\$81.25
	495638	12/05/2022	142507	KALPANA BHUPATHI RAJU	\$609.92
	495639	12/05/2022	142377	ABBY J BJORNSEN	\$93.05
	495640	12/05/2022	142362	ZACHARY P BJORNSEN	\$22.50
	495641	12/05/2022	134478	TIFFANY M BOCK SMITH	\$158.76
	495642	12/05/2022	143453	BOKF, NATIONAL ASSOCIATION	\$2,400.00
	495643	12/05/2022	130899	KIMBERLY M BOLAN	\$186.13
	495644	12/05/2022	139947	YESENIA BRAVO	\$214.40
	495645	12/05/2022	140520	JULIE K BREESE	\$57.25
	495646	12/05/2022	139890	DOUGLAS J BREITER	\$97.50
	495647	12/05/2022	143418	JACQUILYN E BUEHLER	\$131.51
	495648	12/05/2022	143352	CTBOOK HOLDINGS LLC	\$287.40
	495649	12/05/2022	143658	QUINN BUNGER	\$60.00
	495650	12/05/2022	141485	ALEXA R CALDWELL	\$226.87
	495651	12/05/2022	143894	CALIFORNIA BOILER INC	\$4,250.36
	495652	12/05/2022	143556	TRENOR J CAMPBELL	\$37.94
	495653	12/05/2022	142667	COMPASS GROUP INC	\$381.28
	495658	12/05/2022	143369	CAPITAL SANITARY SUPPLY CO INC	\$25,781.27
	495659	12/05/2022	133246	RALPH CAREY	\$273.50
	495660	12/05/2022	138642	DIAN H CARLSON	\$326.55

Millard Public Schools Check Register Prepared for the Board Meeting for Dec 5, 2022

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	495661	12/05/2022	143560	CATHERINE I CARNAZZO	\$17.97
	495662	12/05/2022	131158	CURTIS R CASE	\$570.96
	495663	12/05/2022	133970	CCS PRESENTATION SYSTEMS	\$521.00
	495665	12/05/2022	136560	CAITLIN CEDFELDT	\$295.00
	495667	12/05/2022	144056	WEI-QI CHAN	\$300.00
	495668	12/05/2022	136654	NICOLE A CHAPMAN	\$568.59
	495669	12/05/2022	140609	KELSEY L CHASTAIN	\$148.75
	495670	12/05/2022	106836	KEVIN J CHICK	\$230.48
	495671	12/05/2022	106851	CHILDREN'S HOME HEALTHCARE	\$9,108.75
	495672	12/05/2022	139924	CHOICE SOLUTIONS LLC	\$25,301.10
	495673	12/05/2022	144060	NOAH CHRISTENSEN	\$130.00
	495674	12/05/2022	143973	CHRYSLER CAPITAL	\$499.00
	495679	12/05/2022	139202	CINTAS CORPORATION	\$1,912.00
	495681	12/05/2022	143654	JEREDITH BRANDS LLC	\$49,961.40
	495682	12/05/2022	131135	PATRICIA A CLIFTON	\$31.38
	495683	12/05/2022	138674	CMI INC	\$3,028.00
	495684	12/05/2022	137013	NANCY S COLE	\$119.94
	495686	12/05/2022	135082	OCCUPATIONAL HEALTH CTRS OF NE PC	\$648.00
	495687	12/05/2022	141608	JAMES C CONSTANTINO	\$60.00
	495688	12/05/2022	144061	QUINN CONSTANTINO	\$175.00
	495689	12/05/2022	134861	TARA R COOPER	\$149.94
	495690	12/05/2022	143248	RANA R COREY	\$46.25
	495691	12/05/2022	143980	CORNERSTONE STAFFING INC	\$4,377.25
	495692	12/05/2022	142390	PAMELA M CORNETT	\$37.50
	495693	12/05/2022	137922	MICHAEL CRADDUCK	\$65.00
	495694	12/05/2022	143557	DANA M CROWE	\$97.56
	495695	12/05/2022	106893	WICHITA WATER CONDITIONING INC	\$46.90
	495696	12/05/2022	130900	CHERYL L CUSTARD	\$252.75

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01	495697	12/05/2022	131483	JANET L DAHLGAARD	\$41.69
	495698	12/05/2022	132671	JEAN T DAIGLE	\$157.94
	495699	12/05/2022	131003	DAILY RECORD	\$46.88
	495700	12/05/2022	032497	CHERYL R DECKER	\$110.19
	495701	12/05/2022	106713	ANDREW S DEFREECE	\$279.81
	495702	12/05/2022	133009	ROBERTA E DEREMER	\$83.44
	495703	12/05/2022	137331	BASTIAN DERICHS	\$43.88
	495704	12/05/2022	140640	DESIGN 4 INC	\$5,542.21
	495705	12/05/2022	144057	HALEY L DICKERSON	\$51.44
	495706	12/05/2022	132669	DIGITAL DOT SYSTEMS INC	\$1,090.00
	495707	12/05/2022	133268	DOCUMENT FINISHING RESOURCES INC	\$336.00
	495708	12/05/2022	139349	TERRIN D DORATHY	\$25.13
	495709	12/05/2022	144072	FAIZAAN DOSSANI	\$400.00
	495710	12/05/2022	135689	SUSAN M DULANY	\$128.88
	495711	12/05/2022	143470	LEIGH C DUNN	\$14.91
	495712	12/05/2022	138426	KELLY D EALY	\$124.81
	495713	12/05/2022	052370	ECHO ELECTRIC SUPPLY CO	\$463.70
	495714	12/05/2022	037525	EDUCATIONAL SERVICE UNIT #3	\$217,560.71
	495715	12/05/2022	133823	REBECCA S EHRHORN	\$274.13
	495716	12/05/2022	141577	ELITE PROFESSIONALS HOME CARE LLC	\$10,816.00
	495717	12/05/2022	131007	ELMAN & CO INC	\$9,998.00
	495719	12/05/2022	109066	TED H ESSER	\$127.50
	495720	12/05/2022	143301	EVANS CUSTOM APPAREL INC	\$168.50
	495721	12/05/2022	107575	MELISSA D EVERTS	\$23.66
	495722	12/05/2022	143721	ROBERT EXSTROM	\$195.00
	495723	12/05/2022	143660	ABIGAIL FARIS	\$130.00
	495724	12/05/2022	137016	ANGELA L FERGUSON	\$66.75
	495725	12/05/2022	132001	BETH L FINK	\$215.00

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Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	495726	12/05/2022	141511	JENNIFER M FITZKE	\$32.94
	495727	12/05/2022	131636	LAURIE A FITZPATRICK	\$40.50
	495728	12/05/2022	140887	RODNEY JOHNSON	\$456.00
	495729	12/05/2022	056820	FIRST INSURANCE GROUP LLC	\$216,421.00
	495732	12/05/2022	143691	FOLLETT CONTENT SOLUTIONS LLC	\$19,676.89
	495733	12/05/2022	143008	NOAH FORD	\$420.00
	495734	12/05/2022	136317	KELLY L FREY	\$20.00
	495735	12/05/2022	134223	TERESA J FRIDRICH	\$34.31
	495736	12/05/2022	133772	RYNETTE L FRIESEN	\$30.00
	495739	12/05/2022	139894	TRICIA L GILLETT	\$111.69
	495740	12/05/2022	106660	GLASSMASTERS INC	\$84.00
	495741	12/05/2022	142924	GREATER OMAHA ATTENDANCE & LEARNING	\$8,400.00
	495742	12/05/2022	140770	ANTONIO A GONZALEZ	\$157.04
	495743	12/05/2022	143459	GREAT PLAINS COMMUNICATIONS HOLDING	\$1,396.24
	495744	12/05/2022	144062	REED A GREGER	\$65.00
	495745	12/05/2022	143986	KESHIA K GREVE	\$55.83
	495746	12/05/2022	130083	HARRY S GRIMMINGER	\$280.00
	495747	12/05/2022	136046	JODI T GROSSE	\$605.96
	495748	12/05/2022	140210	CARI H HAGEMOSER	\$46.00
	495749	12/05/2022	140575	WALTER R HAMILTON	\$65.00
	495750	12/05/2022	144065	RILEY HAUG	\$65.00
	495751	12/05/2022	140889	DEANNA L HAYES	\$45.10
	495752	12/05/2022	143126	ALYSSA A HAYSE	\$429.25
	495753	12/05/2022	141981	ROY ALLEN SMITH JR	\$250.00
	495754	12/05/2022	048475	HEARTLAND FOUNDATION	\$11,844.00
	495755	12/05/2022	109808	CHERYL L HEIMES	\$166.14
	495756	12/05/2022	102842	HELGET GAS PRODUCTS INC	\$3.85
	495758	12/05/2022	142094	AEDAN MCGANN HELWEG	\$100.00

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Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	495759	12/05/2022	108478	DAVID C HEMPHILL	\$12.13
	495760	12/05/2022	141513	MELISSA M HENNINGS	\$161.38
	495761	12/05/2022	139849	DEANA A HILLIARD	\$797.86
	495762	12/05/2022	142410	AMY C HIMES	\$16.75
	495763	12/05/2022	048845	CAMILLE H HINZ	\$17.15
	495764	12/05/2022	144058	MCKENNA R HOFFMAN	\$18.82
	495765	12/05/2022	099759	HOLIDAY INN OF KEARNEY	\$239.90
	495767	12/05/2022	144013	HOME AT LAST LLC	\$4,500.00
	495768	12/05/2022	142777	HOME DEPOT USA INC	\$106.13
	495769	12/05/2022	049650	HOUGHTON MIFFLIN HARCOURT PUB CO	\$160.91
	495770	12/05/2022	109836	AMY L HOULTON	\$64.63
	495771	12/05/2022	132531	TERRY P HOULTON	\$528.80
	495772	12/05/2022	144075	OLIVIA HOVEY	\$100.00
	495773	12/05/2022	143951	KRISTA G HOVLAND	\$107.06
	495774	12/05/2022	101533	DIANE F HOWARD	\$20.63
	495775	12/05/2022	138035	CHRISTINA D HOWE	\$12.96
	495776	12/05/2022	132590	HUB INTERNATIONAL GREAT PLAINS LLC	\$5,489.00
	495777	12/05/2022	142259	PAMELA K HUSS	\$267.56
	495778	12/05/2022	144047	MARIA L HUTCHINSON	\$119.98
	495779	12/05/2022	107489	JAY W HUTFLES	\$146.54
	495780	12/05/2022	130283	KARA L HUTTON	\$279.31
	495781	12/05/2022	133397	HY-VEE INC	\$168.38
	495782	12/05/2022	133397	HY-VEE INC	\$60.91
	495783	12/05/2022	133397	HY-VEE INC	\$415.42
	495784	12/05/2022	132878	HY-VEE INC	\$249.68
	495785	12/05/2022	049851	HY-VEE INC	\$182.36
	495786	12/05/2022	049850	HY-VEE INC	\$469.97
	495787	12/05/2022	049850	HY-VEE INC	\$1,948.46

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Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	495789	12/05/2022	051740	INLAND TRUCK PARTS CO.	\$1,836.13
	495790	12/05/2022	051843	INTEGRITY ARCHITECTURAL MILLWORK	\$841.60
	495791	12/05/2022	102958	ALL BATTERY CENTERS INC	\$259.50
	495792	12/05/2022	140729	J F AHERN CO	\$10,651.61
	495796	12/05/2022	143609	JACKSON SERVICES INC	\$3,411.28
	495797	12/05/2022	139763	CALVIN L JACOBS	\$7.00
	495798	12/05/2022	141135	KRISTA M JAMESON	\$44.52
	495799	12/05/2022	131157	CHRISTINE A JANOVEC-POEHLMAN	\$162.84
	495800	12/05/2022	136953	DELI MANAGEMENT INC	\$912.57
	495801	12/05/2022	135735	GEORGE W JELKIN	\$100.38
	495803	12/05/2022	133037	JENSEN TIRE & AUTO #15	\$4,931.20
	495804	12/05/2022	143342	COLLIN CLAIR JOHNS	\$400.00
	495805	12/05/2022	083400	JOHNSON CONTROLS US HOLDINGS LLC	\$1,229.40
	495806	12/05/2022	054500	JOHNSON HARDWARE CO LLC	\$171.04
	495809	12/05/2022	135373	LINDA K JOHNSON	\$21.38
	495810	12/05/2022	108171	CANDY R JONES	\$77.25
	495811	12/05/2022	143066	JOSEPH PETERSON	\$2,779.00
	495812	12/05/2022	142898	JUST FOR KIDS THERAPY INC	\$158.00
	495814	12/05/2022	137781	ANNE C KEITH	\$409.95
	495815	12/05/2022	140881	DARIN C KELBERLAU	\$215.00
	495816	12/05/2022	140091	KENT J KINGSTON	\$808.00
	495817	12/05/2022	139396	KATIE A KINTZLE	\$70.83
	495819	12/05/2022	143419	KATIE L KIRKPATRICK	\$188.25
	495820	12/05/2022	142598	MICHAEL S KJAR	\$235.60
	495821	12/05/2022	132264	MICHELLE M KLUG	\$75.94
	495822	12/05/2022	132571	JULIA L KOLANDER	\$69.50
	495823	12/05/2022	131826	ALICIA C KOTLARZ	\$50.63
	495824	12/05/2022	134546	ELLEN Y KRAMER	\$190.94

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Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	495825	12/05/2022	141957	MELINDA S KRAUSE	\$57.88
	495826	12/05/2022	135814	KELLI K KRAUSE	\$183.25
	495827	12/05/2022	137714	BETHANY L KREAGER	\$246.50
	495828	12/05/2022	134329	JASON M KRСКА	\$165.37
	495829	12/05/2022	143665	SKYLER KRULL	\$130.00
	495830	12/05/2022	137385	JOSEPH R KUEHL	\$333.36
	495831	12/05/2022	141681	EMILY C KURZ	\$17.94
	495832	12/05/2022	139587	MICHAEL KUTA	\$3,020.00
	495833	12/05/2022	144051	SYDNEY KWASA	\$195.00
	495835	12/05/2022	141946	BETHANY S LACOSSE	\$32.75
	495837	12/05/2022	144023	RYAN LAMPMAN	\$600.00
	495839	12/05/2022	135257	LANGUAGE LINE SERVICES INC	\$1,164.89
	495841	12/05/2022	135696	CHAD D LAWTON	\$58.31
	495842	12/05/2022	140464	LEARNING FORWARD NEBRASKA	\$25.00
	495843	12/05/2022	142352	MALLORY N LIMBERG	\$137.81
	495844	12/05/2022	140456	THE LINCOLN ELECTRIC CO	\$307.68
	495845	12/05/2022	133643	JODY C LINDQUIST	\$93.25
	495846	12/05/2022	138354	STEFANIE N LORENZEN	\$48.00
	495847	12/05/2022	135376	CASEY I LUNDGREN	\$1,345.02
	495848	12/05/2022	137207	LEE ANN M MAASS	\$83.13
	495849	12/05/2022	108106	LEANNA MACDONALD	\$1,248.00
	495850	12/05/2022	141814	JEFFREY S MACHAL	\$3.38
	495851	12/05/2022	099321	MACKIN BOOK CO	\$3,095.13
	495852	12/05/2022	143953	JEREMY S MADSON	\$30.19
	495853	12/05/2022	140184	STEPHEN P MAINELLI	\$46.31
	495854	12/05/2022	138473	KEITH W MALY	\$1,083.19
	495855	12/05/2022	143739	JAMESON MARGETTS	\$65.00
	495856	12/05/2022	144066	STARIA D MARTIN	\$65.00

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Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	495857	12/05/2022	143730	IAN MATUSZESKI	\$600.00
	495859	12/05/2022	144074	ANGELA C MCDANIEL	\$100.00
	495860	12/05/2022	144071	AMANDA MCGILL JOHNSON	\$18.00
	495862	12/05/2022	142889	SHANNON L MCGOWEN	\$10.63
	495863	12/05/2022	137014	RYE L MCINTOSH	\$119.82
	495864	12/05/2022	135153	KRISTEN L MCKENNEY	\$138.38
	495865	12/05/2022	141523	KELLI M MCWILLIAMS	\$36.63
	495866	12/05/2022	064260	MECHANICAL SALES INC.	\$12,625.14
	495867	12/05/2022	142092	ROBERT B MEEKER	\$105.00
	495868	12/05/2022	138691	MENARDS INC	\$276.19
	495869	12/05/2022	139997	HAYLEY D MENTZER	\$94.13
	495870	12/05/2022	064600	METAL DOORS & HARDWARE COMPANY INC	\$9,038.32
	495871	12/05/2022	133403	AMERICAN NATIONAL BANK	\$8,248.92
	495872	12/05/2022	143611	VANESSA K MEYER	\$1,691.93
	495873	12/05/2022	139339	SPORTS FACILITY MAINTENANCE LLC	\$825.00
	495874	12/05/2022	144040	CATELYN N MEYSENBURG	\$215.38
	495875	12/05/2022	064950	MIDWEST METAL WORKS INC	\$168.00
	495877	12/05/2022	065410	MILLARD PUB SCHL ADMIN ACTIVITY FND	\$517.10
	495878	12/05/2022	065443	MILLARD WEST HIGH SCHOOL	\$4,240.00
	495879	12/05/2022	131328	MILLER ELECTRIC COMPANY	\$8,933.25
	495880	12/05/2022	140990	LAURA M MORRIS	\$172.26
	495882	12/05/2022	144052	ALIVIA MOSER	\$225.00
	495883	12/05/2022	144069	THERESA A MOUREY	\$24.50
	495884	12/05/2022	143898	EMILY C MURPHY	\$137.11
	495886	12/05/2022	140385	NANOPAC INC	\$5,407.24
	495887	12/05/2022	135550	NEBRASKA ASSN FOR SUPERVISION	\$40.00
	495888	12/05/2022	102522	NEBRASKA CTR EDUCATION OF CHILDREN	\$200.00
	495889	12/05/2022	068445	NEBRASKA FURNITURE MART INC	\$2,782.40

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01	495890	12/05/2022	068684	CYRGUS CO LLC	\$440.75
	495891	12/05/2022	134321	NEBRASKA STATE FIRE MARSHAL AGENCY	\$72.00
	495892	12/05/2022	142651	JESSICA R NELSON	\$222.45
	495893	12/05/2022	143282	NICOLE B NELSON	\$58.56
	495894	12/05/2022	144048	ABBIE NELSON	\$85.00
	495895	12/05/2022	143644	DELANIE ANN NESS	\$300.00
	495897	12/05/2022	143447	NO RED INK CORP	\$4,662.00
	495898	12/05/2022	142353	ASHLEY B NODGAARD	\$85.81
	495899	12/05/2022	107905	MELINDA C NOLLER	\$43.19
	495900	12/05/2022	101008	NORFOLK HIGH SCHOOL	\$105.00
	495901	12/05/2022	141203	NORTHWEST EVALUATION ASSOCIATION	\$1,200.00
	495903	12/05/2022	100013	ODP BUSINESS SOLUTIONS LLC	\$1,932.42
	495905	12/05/2022	133717	ANNE M OGG	\$188.07
	495906	12/05/2022	070245	RICHELIEU AMERICA LTD	\$2,793.27
	495907	12/05/2022	132778	MELANIE L OLSON	\$44.88
	495909	12/05/2022	099658	OMAHA CHILDRENS MUSEUM	\$252.00
	495910	12/05/2022	070800	OMAHA PUBLIC POWER DISTRICT	\$334,393.75
	495911	12/05/2022	101881	OMAHA ZOOLOGICAL SOCIETY	\$463.00
	495912	12/05/2022	137824	OMBUDSMAN EDUCATIONAL SVCS LTD	\$245,670.00
	495913	12/05/2022	138662	KELLY D OSTRAND	\$46.69
	495914	12/05/2022	133368	KELLY R O'TOOLE	\$45.94
	495915	12/05/2022	142290	OVERDRIVE INC	\$10,400.00
	495916	12/05/2022	143587	LACEY J OVERSTREET	\$266.56
	495917	12/05/2022	134428	ELIZABETH A PACHTA	\$226.46
	495918	12/05/2022	137015	GEORGE M PARKER	\$26.06
	495919	12/05/2022	143677	ADDISON PARR	\$65.00
	495920	12/05/2022	132006	ANDREA L PARSONS	\$75.31
	495922	12/05/2022	107783	HEIDI T PENKE	\$41.38

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Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	495923	12/05/2022	133150	PENSKE TRUCK LEASING	\$323.01
	495924	12/05/2022	139245	NATALIE R PETERSON	\$22.66
	495925	12/05/2022	133390	HEATHER C PHIPPS	\$187.97
	495927	12/05/2022	143331	SHAWN L PIERCE	\$250.00
	495928	12/05/2022	137722	ANDREW C PINKALL	\$591.88
	495930	12/05/2022	073040	PITNEY BOWES PRESORT SERVICES INC	\$5,000.00
	495931	12/05/2022	139928	DANIEL J POLODNA	\$20.86
	495932	12/05/2022	131835	PRAIRIE MECHANICAL CORP	\$44,161.33
	495933	12/05/2022	101663	PRESTWICK HOUSE INC	\$1,097.23
	495934	12/05/2022	143687	PRIME HOME DDS INC	\$9,724.00
	495936	12/05/2022	102241	PYRAMID SCHOOL PRODUCTS	\$252.00
	495937	12/05/2022	142795	QUALTRICS LLC	\$2,479.17
	495938	12/05/2022	109810	BETHANY B RAY	\$120.69
	495940	12/05/2022	134858	JENNIFER L REID	\$14.94
	495941	12/05/2022	140465	JULIE M REINEKE	\$14.29
	495942	12/05/2022	133770	DIANE E REINERS	\$38.56
	495943	12/05/2022	139401	AMY L REOH	\$1,481.79
	495945	12/05/2022	135484	KRISTI L RICHLING	\$19.88
	495946	12/05/2022	144070	THOMAS D RILEY	\$63.31
	495947	12/05/2022	139324	KELLY C RINEHART	\$458.25
	495949	12/05/2022	079310	ROCKBROOK CAMERA CENTER	\$477.00
	495950	12/05/2022	143689	TRICIA J ROHDE	\$21.00
	495951	12/05/2022	134882	LINDA A ROHMILLER	\$31.63
	495952	12/05/2022	136121	MELANIE E ROLL	\$195.00
	495953	12/05/2022	143241	MICHAEL J RUCKER	\$164.65
	495954	12/05/2022	081725	KIMBERLEY K SAUM-MILLS	\$90.94
	495955	12/05/2022	138484	CINDY M SCHARFF	\$515.00
	495957	12/05/2022	144064	JENNIFER L SCHLOSSER	\$40.00

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Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	495958	12/05/2022	143695	SCHUMACHER ELEVATOR COMPANY	\$1,879.00
	495959	12/05/2022	137416	NICHOLE E SCHWAB	\$108.44
	495960	12/05/2022	143893	JOHN SCHWARTZ	\$194.97
	495961	12/05/2022	134567	KAYE M SCHWEIGERT	\$98.56
	495962	12/05/2022	109815	JENNIFER L SCOTT	\$48.50
	495963	12/05/2022	139827	MATTHEW J SCOTT	\$26.25
	495965	12/05/2022	082905	KIMBERLY A SECORA	\$5.13
	495967	12/05/2022	134189	JODY L SEMPEK	\$48.13
	495968	12/05/2022	140383	SENTRY INSURANCE, A MUTUAL COMPANY	\$85,879.16
	495970	12/05/2022	144053	SHREEYA SHAPKOTA	\$415.00
	495971	12/05/2022	142312	JULIE L SHIRK	\$56.25
	495973	12/05/2022	142986	BRIGIT SHULTZ	\$65.00
	495974	12/05/2022	139007	MEGAN N SIEBE	\$57.88
	495975	12/05/2022	143308	ELIANA G SIEBE-WALLES	\$130.00
	495976	12/05/2022	143787	VIRGINIA A SISNEY	\$2.75
	495977	12/05/2022	143994	EMILY N SMITH	\$91.38
	495978	12/05/2022	143266	NATHAN M SMITH	\$134.07
	495979	12/05/2022	140068	LANCE M SMITH	\$225.00
	495981	12/05/2022	101476	SODEXO INC & AFFILIATES	\$221,063.63
	495984	12/05/2022	142226	MICHELLE R SOMERVILLE	\$64.06
	495985	12/05/2022	142575	TRIO SYSTEMS LLC	\$473.00
	495986	12/05/2022	140822	JUSTIN C SONNENFELT	\$45.00
	495987	12/05/2022	143614	EMMA SORRELL	\$100.00
	495991	12/05/2022	133321	DON S STEDMAN	\$253.00
	495992	12/05/2022	142102	STERLING COMPUTERS CORPORATION	\$26,461.15
	495993	12/05/2022	138198	BROOKE A STILMOCK	\$140.00
	495994	12/05/2022	137093	JAMIE R STINSON	\$77.94
	495995	12/05/2022	142516	THEODORE N STOCKING	\$227.41

Millard Public Schools Check Register Prepared for the Board Meeting for Dec 5, 2022

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	495996	12/05/2022	139843	STUDENT TRANSPORTATION NEBRASKA INC	\$382,693.83
	495998	12/05/2022	140513	ANNA M THOMA	\$40.00
	495999	12/05/2022	144073	VICTOR THOMAS	\$300.00
	496001	12/05/2022	135006	STEVE D THRONE	\$1,005.38
	496002	12/05/2022	133311	THUNDERBIRDS FORENSICS BOOSTER CLUB	\$126.00
	496003	12/05/2022	132493	GREGORY E TIEMANN	\$232.50
	496004	12/05/2022	141524	SONIA E TIPP	\$81.64
	496005	12/05/2022	143974	TITAN NURSE STAFFING LLC	\$5,291.00
	496006	12/05/2022	107719	KIMBERLY P TRISLER	\$51.69
	496007	12/05/2022	106493	TRITZ PLUMBING, INC.	\$262.50
	496008	12/05/2022	142462	JEFFREY S UHER	\$69.06
	496009	12/05/2022	142309	UNANIMOUS INC	\$230.00
	496010	12/05/2022	134849	UNITED RENTALS (NORTH AMERICA) INC	\$920.00
	496011	12/05/2022	100923	UNIVERSITY OF NEBRASKA LINCOLN	\$840.00
	496013	12/05/2022	068839	UNIVERSITY OF NEBRASKA KEARNEY	\$2,000.00
	496014	12/05/2022	068834	UNIVERSITY OF NEBRASKA-LINCOLN	\$165.00
	496016	12/05/2022	140402	US OMNI & TSACG COMPLIANCE SVCS INC	\$820.00
	496017	12/05/2022	132117	VALA'S PUMPKIN FARM & FALL FEST INC	\$139.86
	496018	12/05/2022	143653	VALIDATE ME! LLC	\$1,075.00
	496019	12/05/2022	138046	AUTO LUBE INC	\$1,077.21
	496020	12/05/2022	143682	MARY VAN LINGEN-SCHADE	\$60.00
	496022	12/05/2022	090678	VERITIV OPERATING CO	\$4,898.38
	496023	12/05/2022	143347	VERIZON COMMUNICATIONS INC	\$27.67
	496024	12/05/2022	143347	VERIZON COMMUNICATIONS INC	\$242.15
	496025	12/05/2022	083340	VERNE SIMMONDS COMPANY	\$175.00
	496026	12/05/2022	135863	RUDOLPH A VLCEK III	\$315.00
	496027	12/05/2022	144068	JACKSON WALLER	\$65.00
	496028	12/05/2022	131112	LINDA M WALTERS	\$227.63

Millard Public Schools Check Register Prepared for the Board Meeting for Dec 5, 2022

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	496029	12/05/2022	144067	SAMUEL WANG	\$130.00
	496031	12/05/2022	143563	JESSICA D WATTS	\$27.50
	496032	12/05/2022	141464	ANTHONY J WEERS	\$76.13
	496034	12/05/2022	140929	ERIC C WELTE	\$152.38
	496035	12/05/2022	140955	WEST DES MOINES SCHOOL DISTRICT	\$600.00
	496036	12/05/2022	099997	WESTSIDE COMMUNITY SCHOOLS	\$500.00
	496038	12/05/2022	138004	THOMAS M WHISINNAND	\$51.25
	496040	12/05/2022	137485	WENDY A WIGHT	\$151.13
	496041	12/05/2022	133153	JULIE L WILLIAMS	\$31.75
	496042	12/05/2022	135049	WILLOWDALE ELEMENTARY	\$25.95
	496043	12/05/2022	139804	WOODCRAFT SUPPLY LLC	\$339.98
	496045	12/05/2022	142305	KIMBERLY A WRIGHT	\$56.88
	496046	12/05/2022	096200	YOUNG & WHITE	\$11,498.00
	496048	12/05/2022	142269	WHC NE LLC	\$18,884.99
	496049	12/05/2022	137020	CHAD R ZIMMERMAN	\$505.63
	496050	12/05/2022	136855	PAUL R ZOHLLEN	\$56.25
	496051	12/05/2022	135647	LACHELLE L ZUHLKE	\$104.00
	496052	11/28/2022	137921	OMAHA POLICE UNION LOCAL 101	\$300.00
01 - Total					\$2,519,417.53
02	27102	12/05/2022	144059	DIANE M KOJDECKI	\$5.88
	27103	12/05/2022	131437	GRACE C KUBIK	\$63.75
	27104	12/05/2022	106392	MARKING REFRIGERATION INC	\$14,367.50
	27105	12/05/2022	136279	MILLARD PUBLIC SCHOOL CLEARING ACCT	\$283.75
	27106	12/05/2022	100013	ODP BUSINESS SOLUTIONS LLC	\$104.44
	27107	12/05/2022	101476	SODEXO INC & AFFILIATES	\$650,001.51
02 - Total					\$664,826.83
06	495628	12/05/2022	133480	BERINGER CIACCIO DENNELL MABREY	\$4,541.60
	495663	12/05/2022	133970	CCS PRESENTATION SYSTEMS	\$39,380.21

Millard Public Schools Check Register Prepared for the Board Meeting for Dec 5, 2022

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
06	495664	12/05/2022	133589	CDW GOVERNMENT, INC.	\$4,207.38
	495706	12/05/2022	132669	DIGITAL DOT SYSTEMS INC	\$420.00
	495836	12/05/2022	058775	LAMP RYNEARSON ASSOCIATES INC	\$3,120.00
	495989	12/05/2022	136932	SPECIALIZED AIR/HYDRONIC BALANCING	\$7,000.00
	495992	12/05/2022	142102	STERLING COMPUTERS CORPORATION	\$59,474.86
06 - Total					\$118,144.05
07	495606	12/05/2022	010040	A & D TECHNICAL SUPPLY CO INC	\$556.02
	495616	12/05/2022	140305	AMERICAN TRAILER & STORAGE INC	\$1,017.00
	495628	12/05/2022	133480	BERINGER CIACCIO DENNELL MABREY	\$18,666.75
	495663	12/05/2022	133970	CCS PRESENTATION SYSTEMS	\$4,256.58
	495680	12/05/2022	025197	CITY OF OMAHA	\$492.00
	495685	12/05/2022	025689	COMPUTER CABLE CONNECTION INC	\$14,111.50
	495699	12/05/2022	131003	DAILY RECORD	\$69.04
	495738	12/05/2022	143839	GENERAL EXCAVATING LLC	\$12,486.45
	495740	12/05/2022	106660	GLASSMASTERS INC	\$640.00
	495757	12/05/2022	143746	MECHANICAL INC	\$107,099.10
	495766	12/05/2022	143355	HOLLAND BASHAM ARCHITECTS INC	\$13,955.39
	495813	12/05/2022	136678	K C PETERSEN CONSTRUCTION CO	\$1,750.00
	495836	12/05/2022	058775	LAMP RYNEARSON ASSOCIATES INC	\$5,900.00
	495879	12/05/2022	131328	MILLER ELECTRIC COMPANY	\$5,878.26
	495881	12/05/2022	134532	MORRISSEY ENGINEERING INC	\$40,040.00
	495885	12/05/2022	142914	MARATHON REPROGRAPHICS INC	\$2,729.00
	495921	12/05/2022	143269	PATRIOT CRANE & RIGGING LLC	\$2,412.00
	495935	12/05/2022	134598	PRIME COMMUNICATIONS INC	\$176,100.50
	495939	12/05/2022	142847	READY TO KOOL LLC	\$6,771.40
	495944	12/05/2022	143579	RESOURCE RENTAL CENTER INC	\$563.50
495956	12/05/2022	081880	SCHEMMER ASSOCIATES INC	\$467.34	
495983	12/05/2022	084019	SOL LEWIS ENGINEERING COMPANY	\$378.49	

Millard Public Schools Check Register Prepared for the Board Meeting for Dec 5, 2022

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
07	495989	12/05/2022	136932	SPECIALIZED AIR/HYDRONIC BALANCING	\$13,300.00
	495992	12/05/2022	142102	STERLING COMPUTERS CORPORATION	\$29,742.30
	495997	12/05/2022	132452	TERRACON INC	\$1,165.75
	496033	12/05/2022	143362	THE WEITZ GROUP LLC	\$260,987.00
	496039	12/05/2022	143143	WHITE CASTLE ROOFING & CONTRACTING	\$185,457.34
07 - Total					\$906,992.71
11	495614	12/05/2022	144046	JEANINE AMARO	\$375.38
	495666	12/05/2022	065420	CENTRAL MIDDLE SCHOOL	\$408.00
	495699	12/05/2022	131003	DAILY RECORD	\$17.04
	495718	12/05/2022	135360	PAMELA A ERIXON	\$93.00
	495737	12/05/2022	143700	AMANDA M FRISKOPP	\$82.72
	495742	12/05/2022	140770	ANTONIO A GONZALEZ	\$32.98
	495780	12/05/2022	130283	KARA L HUTTON	\$26.47
	495787	12/05/2022	049850	HY-VEE INC	\$61.17
	495788	12/05/2022	049850	HY-VEE INC	\$90.97
	495802	12/05/2022	143849	MARY K JENKINS	\$25.24
	495818	12/05/2022	142886	NICOLE S KINZER	\$77.10
	495838	12/05/2022	138549	JARED LANGEMEIER	\$104.74
	495840	12/05/2022	143770	ALICIA K LAUFENBERG	\$2,207.50
	495858	12/05/2022	138341	MAXIM HEALTHCARE SERVICES HOLDINGS	\$15,884.61
	495876	12/05/2022	065310	MILLARD SCHOOLS ED FOUNDATION INC	\$279.45
	495896	12/05/2022	069615	NEWBRIDGE EDUCATIONAL PUBLISHING	\$2,404.60
	495903	12/05/2022	100013	ODP BUSINESS SOLUTIONS LLC	\$78.38
	495904	12/05/2022	143890	OGAPMATH LLC	\$3,000.00
	495908	12/05/2022	142402	KURT G GOETZINGER	\$807.50
	495926	12/05/2022	138397	PICKATIME	\$90.00
495948	12/05/2022	144063	JARELL ROACH	\$3,000.00	
495962	12/05/2022	109815	JENNIFER L SCOTT	\$61.00	

Millard Public Schools Check Register Prepared for the Board Meeting for Dec 5, 2022

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
11	495966	12/05/2022	140341	CHRISTINA K SEILER	\$72.99
	495969	12/05/2022	144031	SEWING CONCEPTS INC	\$945.00
	495980	12/05/2022	141973	SOCIETY OF HEALTH & PHYSICAL ED NE	\$330.00
	495982	12/05/2022	101476	SODEXO INC & AFFILIATES	\$602.41
	495988	12/05/2022	142676	TURCO INC	\$4,196.25
	495996	12/05/2022	139843	STUDENT TRANSPORTATION NEBRASKA INC	\$2,551.72
	496005	12/05/2022	143974	TITAN NURSE STAFFING LLC	\$27,534.52
	496011	12/05/2022	100923	UNIVERSITY OF NEBRASKA LINCOLN	\$80.00
	496012	12/05/2022	068840	UNIVERSITY OF NEBRASKA AT OMAHA	\$1,379.66
	496015	12/05/2022	068875	UNIVERSITY OF NEBRASKA MED CENTER	\$10,026.00
	496021	12/05/2022	144054	JANELLE S VAN RIESEN	\$94.20
	496037	12/05/2022	143624	TYLER J WHEELLOCK	\$2,872.00
	496044	12/05/2022	136943	MICHAELA M WRAGGE	\$75.01
	496047	12/05/2022	135890	YOUTH FRONTIERS INC	\$750.00
11 - Total					\$80,717.61
14	495613	12/05/2022	097000	AETNA LIFE INSURANCE CO	\$231,928.20
	495964	12/05/2022	142167	SCRIP POINT	\$22,186.50
14 - Total					\$254,114.70
17	495618	12/05/2022	012989	APPLE COMPUTER INC	\$98.95
	495663	12/05/2022	133970	CCS PRESENTATION SYSTEMS	\$1,240.63
	495707	12/05/2022	133268	DOCUMENT FINISHING RESOURCES INC	\$6,046.00
	495861	12/05/2022	133898	MCGILL RESTORATION INC.	\$49,936.00
	495879	12/05/2022	131328	MILLER ELECTRIC COMPANY	\$1,289.00
	495997	12/05/2022	132452	TERRACON INC	\$1,900.00
17 - Total					\$60,510.58
50	495663	12/05/2022	133970	CCS PRESENTATION SYSTEMS	\$10,477.57
	495732	12/05/2022	143691	FOLLETT CONTENT SOLUTIONS LLC	\$1,861.88
	495807	12/05/2022	054492	JIM L JOHNSON	\$600.00

Millard Public Schools Check Register Prepared for the Board Meeting for Dec 5, 2022

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
50	495808	12/05/2022	144022	KADEYN JOHNSON	\$110.00
	495834	12/05/2022	144001	KYLE STUGELMAYER	\$700.00
	495929	12/05/2022	133831	PIONEER DRAMA SERVICE INC	\$311.75
	495933	12/05/2022	101663	PRESTWICK HOUSE INC	\$167.73
	495972	12/05/2022	143602	JENNIFER J TONEY	\$910.75
	495990	12/05/2022	141321	SPHERO INC	\$164.16
	495992	12/05/2022	142102	STERLING COMPUTERS CORPORATION	\$1,682.40
	496000	12/05/2022	136627	THOMPSON MUSIC CO	\$4,698.00
	496030	12/05/2022	143030	WASHA LANDSCAPING LLC	\$2,970.00
50 - Total					\$24,654.24
99	495834	12/05/2022	144001	KYLE STUGELMAYER	(\$24.00)
99 - Total					(\$24.00)
Overall - Total					\$4,629,354.25

Millard Public Schools - Planned Disposition of Surplus Property

BOE Packet Due : **11/30/2022** BOE Meeting Date: **12/5/2022** Sale or Disposals Scheduled After: **12/5/2022**

Lot	Quantity	Description
1	15	Arista CCS-720XP-48ZC2-2F Switches
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AGENDA SUMMARY SHEET

Agenda Item: Adoption of a resolution calling for an election to exceed the statutory limits on the District's Property Tax Levy Authority.

Meeting Date: December 5, 2022

**Background/
Description:**

In November of 2017, the District conducted a special election to exceed its statutory limits on its tax levy and its budget of expenditures beginning in school year 2018-19. Under Nebraska Law, the successful election and corresponding authority to exceed statutory limits on property tax levies is good for a period of five years and, therefore, is scheduled to expire after the 2022-23 school year. In the past year, there have been multiple public meetings of the Board of Education discussing the District's finances and further discussions regarding the possibility of conducting an override election to seek voter approval for the District to continue to exceed the statutory limits on its property tax levy.

The adoption of the attached Resolution is a prerequisite to conducting an override election.

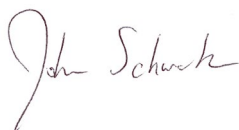
Action Desired: It is recommended that the resolution calling for an election to exceed the statutory limits on the District's Property Tax Levy Authority be adopted as submitted.

**Policy /
Strategic Plan
Reference:**

n/a

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

Superintendent's Signature:



RESOLUTION
CALLING FOR AN ELECTION TO EXCEED THE STATUTORY LIMITS ON THE DISTRICT'S
PROPERTY TAX LEVY AUTHORITY

WHEREAS Neb. Rev. Stat. §77-3444 provides the Millard Public Schools (School District No. 17, Douglas County, Nebraska) the authority to exceed the statutory property tax levy limit imposed by Neb. Rev. Stat. §77-3442 when such additional authority has been approved by a majority of the registered voters voting in an election called for such purpose; and,

WHEREAS, for Fiscal Years Ending 2019 through Fiscal Year Ending 2023, the Board of Education of the Millard Public Schools (School District No. 17, Douglas County, Nebraska) sought and was provided the authority through an election to the qualified voters of the District to levy an amount of up to an additional nine (9) cents (above those available under the statutory limits noted above) to provide quality programs for students and to ensure that the District continue to operate in an effective and efficient manner; and

WHEREAS, in the opinion of the Board of Education of the Millard Public Schools (School District No. 17, Douglas County, Nebraska), there is a need for the District to have the authority to secure and expend additional funds (above those available under the statutory limits noted above) over the next five years to continue providing quality programs for its students and to ensure that the District continues to operate in an effective and efficient manner;

THEREFORE, BE IT RESOLVED and recommended by the Board of Education of the Millard Public Schools (School District No. 17, Douglas County, Nebraska) as follows:

1. That a special election is hereby called for March 14, 2023 for the purpose of submitting to the qualified voters of the District the ballot question specified herein below.
2. That such special election may be conducted by way of mail at the discretion of the Election Commissioner pursuant to Neb. Rev. Stat. §32-952.
3. That the ballot question for such special election shall read as follows:

Shall the Millard Public Schools (School District No. 17, Douglas County, Nebraska) be allowed to continue to levy a property tax not to exceed nine (9) cents per one hundred dollars of taxable valuation in excess of the limits prescribed by law for fiscal years 2023-2024 through 2027-2028 for purposes of general operations?

- Yes
 No

4. That the Secretary of the Board of Education shall certify the action taken on this Resolution to the election commissioners in both Douglas County and Sarpy County.

AGENDA SUMMARY SHEET

Agenda Item: Approval of Contract for District Wide Facilities Security Study

Meeting Date: December 5, 2022

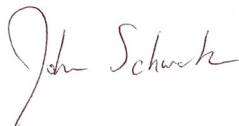
**Background/
Description:** The District administration has worked with BCDM architects to prepare a proposal to review our 35 school buildings and to develop recommendations on improving facilities for safety. That proposal is attached. After the study is complete, it would be the intent to review the completed findings of this study in closed session of the Board of Education in accordance with Neb. Rev. Stat. §84-1410 (1) (b).

Action Desired: It is recommended that the contract for the District Wide Facilities Security Study with BCDM Architects be approved in the amount of \$88,000 and that the Chief Financial Officer be authorized to execute any and all documents related to such study.

**Policy /
Strategic Plan
Reference:** n/a

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

Superintendent's Signature:



28 November 2022

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

RE: MPS District-Wide Security Study
BCDM Project No. 3000-32

Dear Chad:

As a follow-up to our previous discussions related to BCDM conducting a District-Wide Security Study for Millard Public Schools, we offer this proposal for your consideration. As you are aware, the potential limits of this study could theoretically range from very high-level concepts to very detailed and specific individual components. Per our earlier conversations, this proposal is based upon the following understandings and proposed procedures:

1. As a general starting point, we are referencing the PASS (Partner Alliance for Safer Schools) School Safety and Security Checklist.
2. We have developed the proposed Millard Public Schools Security Checklist.
3. Proposed Process:
 - a. Collect relevant security input from each building Principal.
 - b. Conduct an on-site survey of each school.
 - c. Complete the MPS Security Checklist and related graphics for each school.
 - d. Review findings with District officials as appropriate.

Limitations of Liability:

- 1) Scope of Work. It should be noted that the scope of this study is limited to findings based on the current condition of the existing buildings. Designing beyond conceptualization (i.e., Designing the detailed improvements to these facilities, such as adding safety and security window film at entry doors, etc.) is not included within the scope of this study.
- 2) Use of Owner's Information (Drawings). In order to perform the above services, BCDM will utilize District-provided As-Built Drawings and will rely upon the accuracy and completeness thereof. BCDM shall not be held responsible for any errors and/or omissions that may arise as a result of erroneous or incomplete information provided by the District.
- 3) Standard of Care. In providing services under this Agreement, BCDM shall perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under

similar circumstances at the same time and in the same or similar locality. The Consultant (BCDM) makes no warranty, express or implied, as to its professional services rendered under this Agreement.

Proposed Fees:

We propose to complete the study as follows:

- 25 District Elementary Schools at \$2,000 each (\$50,000)
- 6 District Middle Schools (YAP is included under CMS) at \$3,500 each (\$21,000)
- 3 District Full High Schools at \$5,000 each (\$15,000)
- Keith Lutz Horizon High School (roughly the same square footage as an elementary school) at \$2,000.

Total Proposed Fee of \$88,000 for all 35 buildings is noted above.

This fee includes time for completion of the previously noted procedures and deliverables. This study would be completed no later than May 25, 2023. We appreciate the opportunity to continue serving Millard Public Schools and look forward to working with you. As always, should you have any questions, please do not hesitate to call.

Sincerely,



Pat Carson

Architect, AIA

Accepted for Millard Public Schools

Signature

Date

PC/mmm

e-copy: File: 3000-32-1.0

AGENDA SUMMARY SHEET

Agenda Item: Approval of Contract for Morton Elementary School Multizone Rooftop Unit Replacement Phase II

Meeting Date: December 5, 2022

**Background/
Description:** This is a summer project funded with the proceeds from the 2020 bond issue.

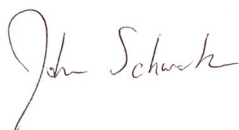
Copies of the engineer's letter and the bid tab are attached. A representative from Morrissey Engineering will be present to answer any questions.

Action Desired: It is recommended that the contract for the Morton Elementary School Multizone Rooftop Unit Replacement Phase II be awarded to MMC Contractors in the amount of \$234,997 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:



November 17, 2022

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

Attn: John Brennan

Project #21350: MPS Morton Elementary School Multizone Rooftop Unit Replacement Phase II
RE: Bid Proposals dated November 15, 2022

John:

Bids were received for the Morton Elementary School Multizone Rooftop replacement at Millard Public School, Support Services Center on November 15th, 2022, at 10:00 a.m. The project includes installation of two multizone rooftop units that have been prepurchased by Millard Public School, service platforms for maintenance and temperature controls.

Per the attached bid tab, three bids were received from mechanical contractors. The low bid was MMC Contractors in the amount of \$234,997. This bid was \$26,923 lower than the next lowest bidder.

MMC Contractors has satisfactorily completed several projects with Morrissey Engineering and MPS in the past. Our estimate for the installation of the two-rooftop units, maintenance platforms and temperature controls were \$250,000 (two-hundred, fifty-thousand dollars). Therefore, we are recommending accepting the base bid from MMC Contractors in the amount of \$234,997 (two-hundred thirty-four thousand nine hundred ninety-seven dollars)

MMC Contractors indicated on their Bid Proposal they would complete the project by July 31st, 2023, per the project specifications

Please advise if you require any additional information.

John Delaney
Partner



Enclosure

cc: John Brennan - Millard Public Schools

Bid Tabulation

Project Name: Millard Public Schools - Morton Elementary School
Multizone Rooftop Unit Replacement Phase II

Bid Date: November 15, 2022

Bid Time: 10:00 AM

MEI Project No.: 21350

Bidder	Base Bid	Bid Bond	Comments
Mechanical Systems	\$263,845	Y	Addendum #1: Y
Helm Mechanical	\$261,920	Y	Addendum #1: Y
MMC	\$234,997	Y	Addendum #1: Y

AGENDA SUMMARY SHEET

Agenda Item: Approval of Contract for Hitchcock Elementary School Interior Renovation

Meeting Date: December 5, 2022

**Background/
Description:** This is a summer project funded with the proceeds from the 2020 bond issue.

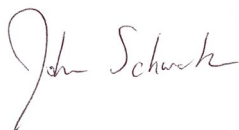
Copies of the engineer's letter and the bid tab are attached. A representative from Holland Basham Architects will be present to answer any questions.

Action Desired: It is recommended that the contract for the Hitchcock Elementary School interior renovation be awarded to Rife Construction in the amount of \$892,147 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:

A handwritten signature in cursive script that reads "John Schuck".

November 21, 2022

Chad Meisgeier
Chief Financial Officer
Millard Public Schools
5606 South 147th Street
Omaha, NE 68137

Subject: Hitchcock Elementary School Interior Renovation – General Contractor Recommendation
HBA Project Number: 20108

Mr. Meisgeier,

Bids were received for the Hitchcock interior renovation project on 11/17/22. Per the attached bid tab, two bids were received with a low Base Bid and Alternate #1 price of \$892,147.00 from Rife Construction. The architects estimate for the base bid and alternate was \$814,000. The MPS construction budget for this project was \$636,000. HBA has confirmed with Rife Construction that they are comfortable with their bid. The district has had success working with Rife Construction and as such HBA recommends that a contract be awarded to Rife Construction for the amount of \$892,147.

Sincerely,



Nate Hitt, Associate AIA
nhitt@hollandbasham.com

Holland Basham

Architects

Bid Tab

Project Name Hitchcock Elementary School Interior Renovation
Project # 20108
Bid Date: 11/17/2022
Time: 10:00 AM

Bidders:	Rife Construction Inc.	Genesis Contracting Group LLC	
Base Bid:	\$787,678.00	\$829,000.00	
Alternate #1	\$104,469.00	\$98,500.00	
Acknowledgement of Addendums	Yes	Yes	
Bid Bond	Yes	Yes	
TOTAL BID:	\$892,147.00	\$927,500.00	

AGENDA SUMMARY SHEET

Agenda Item: Approval of Contract for Multiple Site Door and Frame Replacements

Meeting Date: December 5, 2022

**Background/
Description:** This is a summer project funded with the proceeds from the 2020 bond issue.

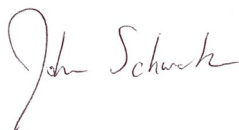
Copies of the engineer's letter and the bid tab are attached. A representative from BCDM Architects will be present to answer any questions.

Action Desired: It is recommended that the contract for the multiple site door and frame replacements be awarded to Elk Ridge Construction in the amount of \$123,302.62 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:

A handwritten signature in cursive script that reads "John Schuck".

21 November 2022

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

RE: MPS Multiple Site Door and Frame Replacements 2023
BCDM Project No. 3000-33

Dear Chad:

On November 15, 2022, bids were received for the above-referenced project at the MPS Support Services Center. Per the attached bid tabulation sheet, two (2) bids were received with a **low bid of \$123,302.62 from Elk Ridge Construction**. The project construction budget was estimated at **\$150,000** with an architect's estimate of **\$140,000**.

Since the time of the bid opening, we have confirmed with Elk Ridge Construction that they are comfortable with their bid for this work. We have also reviewed the bids received with MPS staff and would **recommend a contract be awarded to Elk Ridge Construction in the amount of \$123,302.62 for the MPS Multiple Site Door and Frame Replacements 2023 Project**.

Upon your approval, we can proceed with the preparation of contracts. Please let me know if you should have any questions or concerns.

Sincerely,



Pat Carson
Architect, AIA

PC/mmm
Attachment: Bid Tab

e-copy: File: 3000-33_5-2



1015 North 98th Street, Suite 300
Omaha, NE 68114

November 15, 2022

BID TABULATION - MPS MULTIPLE SITE DOOR AND FRAME REPLACEMENTS 2023

BCDM NO. 3000-33

	ELK RIDGE CONSTRUCTION	KE FLEX
Lump Sum Base Bid	\$123,302.62	\$147,410.00
Addenda (1)	X	X
Bid Security	X	X

AGENDA SUMMARY SHEET

Agenda Item: Approval of Settlement Agreement with Douglas County and the City of Omaha regarding 5% Gross In-Lieu payments made by OPPD

Meeting Date: December 5, 2022

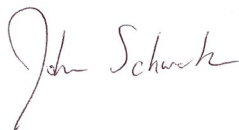
**Background/
Description:** On May 23, 2022, the Nebraska Auditor of Public Accounts (“ADA”) published a letter reporting that multiple political subdivisions were either over-paid or underpaid as a result of Douglas County’s distributions of the 5% Gross In-Lieu payment received from the Omaha Public Power District (“OPPD”). In its report, the ADA recommended that Douglas County correct the erroneous distributions. Douglas County and the City of Omaha have agreed to pay back their overpayments of the 5% Gross In-Lieu payments as set forth in the attached agreement.

Action Desired: It is recommended that the settlement agreement with Douglas County and the City of Omaha regarding 5% Gross In-Lieu payments made by OPPD be approved and that the Superintendent 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

Superintendent’s Signature:



RELEASE AND SETTLEMENT AGREEMENT

Preliminary Statement

On May 23, 2022, the Nebraska Auditor of Public Accounts (“ADA”) published a letter reporting that multiple political subdivisions were either over-paid or under-paid as a result of Douglas County’s distribution of the April 2021 5% Gross In-Lieu payment received from the Omaha Public Power District (“OPPD”). In its report, the ADA recommended that Douglas County correct the erroneous distributions and implement procedures to ensure that future distributions are calculated correctly and in compliance with the Nebraska Constitution and State statute. Neb. Const. art. VIII, § 11; Neb. Rev. Stat. § 70-651.04. As a result of that report, and rather than challenging the legal conclusions and statutory interpretations of the ADA, Douglas County immediately commenced discussions with the over-paid and under-paid entities to cooperate in resolving allegedly erroneous prior distributions. Based on those discussions, Millard Public Schools, the City of Omaha, and Douglas County desire to enter into a settlement agreement, which is intended to settle and resolve all claims and issues between the parties relating to allegedly erroneous prior distributions of 5% Gross In-Lieu payments made by OPPD to the Douglas County Treasurer and/or the receipt of said distributions, based on the below calculations of estimated underpayments and overpayments for the bond fund and the special building fund of Millard Public Schools for 2019, 2020, and 2021:

Overpaid Entity	Overpaid for 2019-2021 owed to MPS	% Payback
Douglas County	\$50,752.93	19.78%
City of Omaha	\$83,852.10	32.69%
Omaha Public Schools	\$121,922.21	47.53%

Underpaid Entity	Total	Douglas County	Omaha	OPS
Millard Public School	\$256,527.24	\$50,752.93	\$83,852.10	\$121,922.21

Terms of Settlement

1. Consideration.

- a. Douglas County will make payment in the amount of \$50,752.93, divided over two years, directly to Millard Public Schools. Those payments will be made on May 15, 2024 and 2025, when all other 5% Gross In-Lieu distributions are made. To make those payments, Douglas County will forward a portion of its 5% Gross In-Lieu distribution for that year directly to the Millard Public Schools bond fund and Millard Public Schools Special Building fund with 75.2% of the payment allocated to the Bond Fund and 24.8% allocated to the Special Building Fund.

- b. The City of Omaha will make payment in the amount of \$83,852.10, divided over two years, to Millard Public Schools. Those payments will be made on May 15, 2024 and 2025, when all other 5% Gross In-Lieu distributions are made. To make those payments, the City of Omaha consents to the Douglas County Treasurer forwarding a portion of the City of Omaha's 5% Gross In-Lieu distribution for that year directly to the Millard Public Schools bond fund and Millard Public Schools Special Building fund with 75.2% of the payment allocated to the Bond Fund and 24.8% allocated to the Special Building Fund.
2. Full Release of Claims. The Undersigned hereby fully and completely releases and forever discharges Douglas County and the City of Omaha, and their employees, agents, representatives, successors and/or assigns, from all liability arising out of or in any way related to allegedly erroneous prior distributions and/or receipt of 5% Gross In-Lieu payments, including without limitation any claims for costs, attorney fees, court costs and any other expenses, fees or costs.
3. No Admission of Liability. The parties agree that this settlement is not an admission or concession of negligence or liability by Douglas County or the City of Omaha, or any of their employees, agents, representatives, successors, or assigns.
4. No Other Inducements. The undersigned acknowledges that no promises or inducements have been offered to them except as set forth herein, and that this Release and Settlement Agreement is executed without reliance upon any statement or representation to the undersigned by the City of Omaha or Douglas County Nebraska or their attorneys, concerning the nature and extent of damages or the legal liability therefore.
5. Reliance on Own Judgment and Advice of Attorney; Competency to Sign. The Undersigned acknowledges that they are relying on their own judgment, belief and knowledge, as well as on the advice of counsel in entering into a settlement of any claim related to allegedly erroneous prior distributions and/or receipt of 5% Gross In-Lieu payments and executing this Release and Settlement Agreement. The Undersigned represents and warrants that they are of legal age, legally competent and legally authorized in all respects to execute this document, and accepts full responsibility for the signing of this Release and Settlement Agreement. The Undersigned also represents and warrants that no other person or entity has or had any interest in the claims, demands, obligations or causes of action referred to in this Release and Settlement Agreement, and that they have the sole and exclusive authority to execute this Release and Settlement Agreement.
6. Indemnification Clause. The Undersigned agrees as part of this Release and Settlement Agreement to fully satisfy and discharge any and all liens and subrogation claims and notices in any way related to this matter, including but

not limited to legal services. The Undersigned agrees to indemnify and hold harmless Douglas County and the City of Omaha from any loss or liability incurred as a result of the failure of the Undersigned to fully satisfy such liens.

7. Enforcement. The parties agree that the laws of the state of Nebraska shall apply to any enforcement efforts relating to this agreement.
8. Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9. Entire Agreement. This Release and Settlement Agreement contains the entire agreement between the parties, and all prior understandings or agreements, whether written or oral, shall be deemed to have been merged into this Release and Settlement Agreement and shall have no further independent force or effect.

THE UNDERSIGNED HEREBY WARRANTS THAT THEY HAVE READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT, DISCUSSED IT WITH COUNSEL, FULLY UNDERSTANDS ITS TERMS, AND FREELY AND VOLUNTARILY SIGNS THE SAME, AND HAS FULL ACTUAL AUTHORITY TO DO SO.

MILLARD PUBLIC SCHOOLS

Date

John Schwartz, Ed.D, Superintendent, MPS

The foregoing instrument was acknowledged before me on the ____ day of _____, 2022, by John Schwartz.

Notary Public

I HEREBY WARRANT THAT I HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE, UNDERSTAND ITS TERMS, AND FREELY AND VOLUNTARILY SIGN THE SAME, AND HAVE ACTUAL AUTHORITY TO DO SO, ON THIS ____ DAY OF _____, 2022.

DOUGLAS COUNTY

By: _____

Name:

Title:

The foregoing instrument was acknowledged before me on the ____ day of _____, 2022, by _____, _____ of the Douglas County Board of Commissioners, on behalf of Douglas County.

Notary Public

I HEREBY WARRANT THAT I HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE, UNDERSTAND ITS TERMS, AND FREELY AND VOLUNTARILY SIGN THE SAME, AND HAVE ACTUAL AUTHORITY TO DO SO, ON THIS ____ DAY OF _____, 2022.

CITY OF OMAHA

Jean Stothert, Mayor

Date

Attest:

City Clerk

Date

Approved as to form and content:

Assistant City Attorney Date

AGENDA SUMMARY SHEET

Agenda Item: Approval of Agreement with Lutheran Family Services of Nebraska for School-based Mental Health and Wellness Services

Meeting Date: December 5, 2022

**Background/
Description:** Agreement between Millard Public School and Lutheran Family Services of Nebraska for School-based Mental Health and Wellness Services.

Action Desired: Approval

**Policy /
Strategic Plan
Reference:**

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

**Superintendent's
Signature:**

Handwritten signature of John Schwartz in black ink.

**AGREEMENT
FOR
SCHOOL-BASED MENTAL HEALTH AND WELLNESS SERVICES**

THIS AGREEMENT is between the Millard Public Schools, a Nebraska public school district ("MPS") and the Lutheran Family Services of Nebraska, Inc., a Nebraska nonprofit corporation ("LFS") (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, LFS employs and contracts with qualified licensed health care personnel who provide mental health and wellness services; and

WHEREAS, MPS desires to contract with LFS to obtain mental health and wellness counseling services from LFS and LFS 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:

1. **MENTAL HEALTH AND WELLNESS SERVICES.** LFS and MPS shall facilitate the placement of a licensed independent mental health professional ("LIMHP") or a licensed mental health professional ("LMHP"), or a Provisional Licensed Mental Health Professional ("PLMHP") as a temporary measure if another LIMHP or LMHP is unavailable and services are needed at the MPS North High School, or other high school assigned, who will also provide services at MPS elementary 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/PLMHP shall be located on-site 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 Multi-tiered System of Supports ("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. LFS 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 of such services. 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. **Space and Furnishings.** MPS shall provide suitable space necessary for LFS to operate at the schools as assigned. LFS 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. **Computer Services.** MPS shall provide wired or wireless internet access, plus access to printing and copying resources, at the school sites.

- c. **Referral.** MPS may, after first consulting with parents/guardians about their students mental health and wellness and obtaining the parent/guardian's consent identify and refer students, for services by LFS 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 LFS or any services provided by LFS. All scheduling and services are subject to availability of LFS personnel and resources at the time of referral.
 - d. **Confidential Information and Releases.** 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 LFS 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 LFS and to disclose or permit LFS staff to access protected student records and information.
3. **OBLIGATIONS OF LFS.** LFS shall be responsible for the following:
- a. **Personnel/Licensure.** LFS shall provide at least one LMHP/LIMHP/PLMHP to work onsite at the subject school sites as agreed upon by MPS and LFS. The LMHP/LIMHP/PLMHP's schedule shall be as agreed upon by LFS and MPS. LFS shall ensure that the LMHP/LIMHP/PLMHP has the proper professional qualifications and all required licenses or certifications and shall ensure that the LMHP/LIMHP/PLMHP remains licensed and/or certified during the time the LMHP/LIMHP/PLMHP is rendering services at any school site. The LMHP/LIMHP/PLMHP shall also be subject to the employee verification and background check requirements set forth in Section 8 of this Agreement. The LMHP/LIMHP/PLMHP may provide summer services pursuant to reduced summer hours. After any applicable pilot period and once the program is fully implemented, it is anticipated that the LMHP/LIMHP/PLMHP shall serve between 80 and 100 students at each school site per year. LFS shall furnish information on the licensure and credentials of the LMHP/LIMHP/PLMHP upon request.
 - b. **MPS Policies.** LFS 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. LFS 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 LFS 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. **Consent.** LFS shall be responsible to obtain parental/guardian consent prior to rendering services.
 - d. **Administrative Supervision and Medical Direction Services.** LFS shall be responsible to provide all administrative supervision and oversight of the LMHP/LIMHP/PLMHP and all medical direction of the LMHP/LIMHP/PLMHP.

- e. **Interpreter Services.** LFS shall be responsible to provide all of its own interpreters and interpreter services that may be required in the provision of LFS's services.
 - f. **Confidential Information and Releases.** Records of LFS are generally subject to the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). LFS shall be responsible to obtain authorizations under HIPAA as needed to disclose or permit LFS staff to access protected health information, or to allow LFS or its staff to share protected health information ("PHI") under HIPAA with MPS. Records of LFS that LFS maintains and stores on MPS property in conjunction with the LFS services provided pursuant to this Agreement, shall be secured and stored in double locking file storage.
 - g. **Nondiscrimination and Sexual Harassment.** LFS 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 LFS's ability to provide such services. Sexual harassment in any form is prohibited.
 - h. **Fees.** Except as otherwise provided in this Agreement regarding billable services, LFS shall provide the services described above in this Agreement at no charge to MPS. The parties understand and agree that LFS may bill students' insurance or other third-party payor sources for the services it provides hereunder. LFS 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 therefor.
 - i. **Billable Services.** Participation by LFS personnel in MDT meetings, IEP meetings, and MTSS meetings as requested by MPS, shall be billable services as provided in Exhibit A.
4. **ASSIGNMENT OF AGREEMENT.** LFS 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.** LFS shall at all times maintain and pay all premiums on the following insurance coverages. Insurance shall be provided by LFS at its own expense for claims on account of all actions and activities of LFS 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. **Professional Liability.** Professional liability coverage for LFS and its staff and volunteers in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate per policy year, through insurance companies authorized to do business in Nebraska. LFS 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. **Workers Compensation.** 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. **Commercial General Liability.** 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. **Automobile Liability Insurance.** 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. **Certificates of Insurance.** LFS 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, LFS 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 LFS, 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 LFS 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 MPS, that are connected to or related to this Agreement.
6. **HIPAA/FERPA.** 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 LFS 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 LFS shall remain the property of LFS and all educational records created and maintained by MPS shall remain the property of MPS.
7. **EMERGENCIES.** MPS policies shall continue to govern response to health emergencies or other emergency situations occurring on school premises.
8. **EMPLOYEE VERIFICATION/BACKGROUND CHECKS.**
- a. LFS 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. LFS shall contractually require all subcontractors performing work under this Agreement to also register and utilize such electronic verification system. LFS and all of LFS'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 LFS nor any subcontractor of LFS to perform services in Nebraska. LFS 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. Any LFS 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, within the past twelve months prior to any having any contact with MPS students. Employee background checks will be housed at Lutheran Family Services and may be reviewed and audited at the request of MPS. LFS 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 LFS.

9. **TERM.** This Agreement shall have an initial term commencing on November 28, 2022, and continuing until May 31, 2025. Thereafter, this Agreement shall automatically renew for successive one year renewal terms unless either party furnishes notice of non-renewal at least sixty (60) days prior to the expiration of the initial term or any subsequent one-year renewal term.

10. **TERMINATION.** Notwithstanding the stated term, this Agreement may be terminated by either party for any reason by giving sixty (60) days advance written notice of its intention to terminate. This Agreement may also be terminated as follows:

- a. **Termination for Cause.** 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 LFS are independent contractors and are not, by virtue of this Agreement or otherwise, made agents, employees, or joint venturers of each other. MPS and LFS 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. LFS 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 LFS 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:

If to LFS:

Director of Student Services
Millard Public Schools
5606 S. 147th Street
Omaha, NE 68137

Lutheran Family Service of Nebraska, Inc.
Attn: COO & VP of Legal
124 South 24th Street
Omaha, NE 68105
mosah.goodman@onelfs.org

13. **MISCELLANEOUS.** 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. **Severability.** 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. **Assignment.** 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. **Waiver.** 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 wave 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. **Recitals.** 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. **Amendment.** This Agreement may be amended only by written agreement of the parties.
- g. **Applicable Law.** 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. **Entire Agreement.** 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. **Binding Effect.** 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

**LUTHERAN FAMILY SERVICES OF
NEBRASKA, INC.**

By: _____
Superintendent

By: _____
Chief Executive Officer

Date: _____

Date: _____

**EXHIBIT A
TO
AGREEMENT FOR
SCHOOL-BASED MENTAL HEALTH AND WELLNESS SERVICES
LFS BILLABLE SERVICES**

The LFS services which shall constitute billable services pursuant to this Agreement, are the participation of LFS 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 LFS for such billable services, and LFS 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 LFS personnel to the location designated by MPS where such meetings are to be held.

LFS 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. LFS and LFS 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: Approval of Agreement with OneWorld Community Health Centers for School-based Mental Health and Wellness Services

Meeting Date: December 5, 2022

**Background/
Description:** Agreement between Millard Public School and OneWorld Community Health Centers for School-based Mental Health and Wellness Services.

Action Desired: Approval

**Policy /
Strategic Plan
Reference:**

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

**Superintendent's
Signature:**

Handwritten signature of John Schwartz in black ink.

**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:

1. **MENTAL HEALTH AND WELLNESS SERVICES.** OneWorld and MPS shall facilitate the placement of a Nebraska licensed independent mental health professional ("LIMHP") or a Nebraska licensed mental health professional ("LMHP") at the MPS South High School who will also provide services at the MPS Horizon High School and at MPS elementary 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 on-site 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. **Space and Furnishings.** 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. **Computer Services.** MPS shall provide wired or wireless internet access, plus access to printing and copying resources, at the school sites.

- c. **Referral.** 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. **Confidential Information and Releases.** 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. **Personnel/Licensure.** 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.
 - b. **MPS Policies.** 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. **Consent.** OneWorld shall be responsible to obtain parental/guardian consent prior to rendering services.
 - d. **Administrative Supervision and Medical Direction Services.** OneWorld shall be responsible to provide all administrative supervision and oversight of the LMHP/LIMHP and all medical direction of the LMHP/LIMHP.

- e. **Interpreter Services.** 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. **Confidential Information and Releases.** 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.
 - g. **Nondiscrimination and Sexual Harassment.** 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. **Fees.** 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 therefor.
 - i. **Billable Services.** 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.
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. **Professional Liability.** 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. **Workers Compensation.** 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. **Commercial General Liability.** 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. **Automobile Liability Insurance.** 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. **Certificates of Insurance.** 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 contractors of MPS, that are connected to or related to this Agreement.
6. **HIPAA/FERPA.** 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. **EMERGENCIES.** MPS policies shall continue to govern response to health emergencies or other emergency situations occurring on school premises.
8. **EMPLOYEE VERIFICATION/BACKGROUND CHECKS.**
- a. **Employee Verification.** 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. **Employee Background Checks.** 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, within the past twelve months prior to any having any contact with MPS students. 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. **TERM.** This Agreement shall have an initial term commencing on January 5, 2023, and continuing until May 31., 2025. 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. **TERMINATION.** 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. **Termination for Cause.** 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:

If to OneWorld:

Director of Student Services
Millard Public Schools
5606 S. 147th Street
Omaha, NE 68137

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

13. **MISCELLANEOUS.** 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. **Severability.** 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. **Assignment.** 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. **Waiver.** 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 wave 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. **Recitals.** 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. **Amendment.** This Agreement may be amended only by written agreement of the parties.
- g. **Applicable Law.** 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. **Entire Agreement.** 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. **Binding Effect.** 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

By: _____
Chief Executive Officer

Date: _____

Date: _____

**EXHIBIT A
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: Approval of the 2023 Summer School Proposal

Meeting Date: December 5, 2022

**Background/
Description** June 12-July 13, M-Th
Elementary SLAM (Summer Literacy and Mathematics)
Bryan Elementary and Neihardt Elementary

This five week reading and mathematics program will be by invitation and will support students who are below grade level expectations on MAP.

Middle School Reading and Math Millard North Middle School

This five week reading and mathematics program will be by invitation and will support students who are below grade level expectations on MAP.

Middle School STEAM Millard North Middle School

The 5-week STEAM Program will be at the same location and students will choose two courses.

June 12-June 29, M-Th
Elementary STEAM Academy Black Elk Elementary

June 12-July 14, M-F
High School Summer School Millard North High School

The summer school format, as described in Nebraska Statute 79-1003.01, will remain the same. Classes will be three hours long, for 12 or more days.

Action Desired: Approval of the 2023 Summer School Proposal

**Policy/Strategic
Plan Reference:** **Strategy 2:** We will develop and implement plans to differentiate and expand our instructional delivery systems to meet each student's needs in a changing world.

**Responsible
Person(s):** Heather Phipps, Anthony Weers, Andy DeFreece, and Kara Hutton

**Superintendent's
Signature:**



2023 Summer Session Proposal

Summer school 2023 will maintain the requirements described in Nebraska Statute 79-1003.01. Classes will be three hours long, for at least 12 sessions.

The proposed tuition rates for 2023 are in the table below. **There are no proposed changes.**

Level	2022 Resident Tuition	2022 Non-Resident Tuition	2023 Proposed Resident Tuition	2023 Proposed Non-Resident Tuition
Elementary Summer Literacy and Mathematics (SLAM)	\$0	NA	\$0	NA
Middle School Reading and Mathematics	\$0	NA	\$0	NA
Middle School STEAM Program	\$175*	\$230*	\$175*	\$230*
Middle School 1-week Babysitting	\$134	\$160	\$134	\$160
Middle School Wildlife Safari	\$400	\$500	\$400	\$500
High School	\$175	\$230	\$175	\$230
High School Mini-Course	\$140	\$165	\$140	\$165
Step-Up to High School	\$155	\$205	\$155	\$205

*Amount for 5 week session to align with cost of high school 5 week session.

In order to meet the needs of all students, attract many types of learners, and engage all students in their summer school courses, class offerings were revisited. Recommended changes and additions are below.

Elementary Summer Literacy and Mathematics (SLAM)

June 12-July 13, 2023 M-Th

8:30 A.M. -3:30 P.M.

Bryan Elementary

No School July 4th

Neihardt Elementary

- K-4 Students will be invited to attend based on winter MAP scores in Reading and Mathematics and not meeting the Nebraska reading threshold for their grade level.
- EL students will also be invited.
- The morning will be dedicated to reading, writing, and math instruction.
 - The curriculum will include the Leveled Literacy Intervention (LLI) program and Zearn Mathematics.
- The afternoon will be enrichment courses that incorporate reading, writing, and math such as:
 - Music, Movement, and Drama
 - Art
 - Robotics
 - Puzzles and Logic
 - Science of the Senses
 - Rockets and Rovers (Engineering)
 - Other STEAM offerings
- Breakfast and lunch will be provided.
- Transportation will be provided.

Elementary STEAM Academy

June 12-June 29, 2023 M-Th

8:30 A.M.-11:50 P.M.

Black Elk Elementary

Demand is great for courses related to Science, Technology, Engineering, Art and Mathematics (STEAM). The STEAM Academy allows the elementary summer courses to be current and engaging. Courses from 2022 will be continued.

The beginning and ending time of this program have been changed from 8:45-12:05 pm to 8:30- 11:50 am.

Middle School Reading and Mathematics

June 12-July 13, 2023 M-Th

8:00-11:15 A.M., 11:50-3:00 P.M.

Millard North Middle School

No School July 4th

- Five week program to meet the needs of students below grade level in reading and mathematics.
- Students will be invited based on Spring, Fall, and Winter, MAP assessment results.
- No tuition for invited students.
- Enrichment courses will be offered at the same location as a STEAM program (see below).

Middle School STEAM Program

June 12-July 13, 2023 M-Th

8:00-11:15 A.M., 11:50-3:00 P.M.

Millard North Middle School

No School July 4th

- Offered in conjunction with the middle school reading and math program.
- Five week session and students will choose two courses.
- The collaboration with the Henry Doorly Zoo and Wildlife Safari continues to be successful and will be offered again in 2023.
- New courses being developed include a PE course and a Family Consumer Science course that includes cooking and sewing.
- Tuition will be charged.

High School

June 12-July 14, 2022 M-F

7:45-10:50 A.M., 11:25-2:30 P.M.

Millard North High School

No School July 4th

High School course offerings remain the same as in previous years.

AGENDA SUMMARY SHEET

Agenda Item: Human Resources

Meeting Date: December 5, 2022

Background

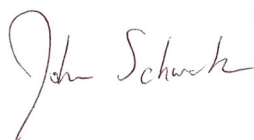
Description: Personnel Items: (1) Recommendation to Hire, (2) Resignation Agenda, (3) Resignation Notification Incentive (RNI), (4) Voluntary Separation Program (VSP)

Action Desired: Approval

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

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

Superintendent's Signatu



December 5, 2022

TEACHER RECOMMENDED TO HIRE

Recommend: The following teachers be hired for the 2022-2023 school year:

1. Emily L. Evans – BA – University of Nebraska, Omaha. Resource teacher at Abbott Elementary for the 2022-2023 school year. Previous Experience: Papillion-La Vista Community Schools (2016-2022)
2. Mindy S. Jorgensen – MA+21 – University of Nebraska, Omaha. English Language Arts teacher at Millard North Middle School starting in January 2023. Previous Experience: Millard Public Schools (1998-2022)

Recommend: The following teachers be hired for the 2023-2024 school year:

1. Alexandra S. Espinoza – BA – University of Nebraska, Omaha. Secondary teacher hired on an Open Contract for the 2023-2024 school year.

December 5, 2022

RESIGNATIONS

Recommend: The following resignation(s) be accepted:

1. Bridgette B. Stevens – Math teacher at Andersen Middle School. Resigning at the end of the 2022-2023 school year to take a position with the Nebraska Department of Education.

December 5, 2022

Resignation Notification Incentive

Recommend: The following resignations be approved to participate in the District's Resignation Notification Incentive Program:

22. Jacqueline R. Polacek – Grade 5 teacher at Wheeler Elementary School. Retiring at the end of the 2022-2023 school year for employment outside of education.
23. Karlie J. Johnson – Grade 5 teacher at Cottonwood Elementary School. Resigning at the end of the 2022-2023 school year because of family relocation.
24. Terry A. Dischler – Counselor and Physical Education teacher at Montclair Elementary School. Retiring at the end of the 2022-2023 school year.
25. Scott M. Bohlken – Industrial Tech teacher at Millard West High School. Retiring at the end of the 2022-2023 school year.
26. Caitlin E. Smith – Speech Pathologist at Wheeler Elementary School. Resigning at the end of the 2022-2023 school year because of family relocation.
27. Jameson D. DeFreece – Science teacher at Millard North Middle School. Resigning at the end of the 2022-2023 school year for personal family reasons.
28. Roberta E. Deremer – Principal at Ezra Elementary School. Retiring at the end of the 2022-2023 school year.
29. Susan I. Johnson – Reading Intervention teacher at Morton Elementary School. Retiring at the end of the 022-2023 school year.
30. Lukas D. Ziembra – Language Arts teacher at Millard North Middle School. Resigning at the end of the 2022-2023 school year for employment outside of education.

December 5, 2022

Voluntary Separation Program (VSP)

Recommend: The following qualified candidates be approved to participate in the District's Voluntary Separation Program.

6. Scott M. Bohlken – Industrial Tech teacher at Millard West High School
~ 28.5 years of service

AGENDA SUMMARY SHEET

Agenda Item: International Baccalaureate® Diploma Programme Report

Meeting Date: December 5, 2022

**Background/
Description:**

In 2022, there were 51 IB Diploma candidates. Fifty of the 2022 candidates, or 98%, earned the IB Diploma. The worldwide rate of passage in May 2022 was also 85.5%.

Millard North students scored passing or higher on 97% of the subject assessments, Extended Essay and Theory of Knowledge included. Ninety-three junior and senior Diploma Programme students completed 289 subject tests, 51 Extended Essay and 51 Theory of Knowledge exams in 2022.

The average exam score of Millard North students who passed the diploma in 2022 was 5.25. Exams are scored from 7 (excellent) to 1 (very poor), with 4 being the minimum passing. The international mean exam score in May 2022 was 5.12.

Candidates must accumulate at least 24 points to be awarded the IB Diploma. The average number of Diploma points earned by Millard North IB Diploma students was 33 out of 45 possible. The international mean in May 2022 was 31.98 points.

Action Desired: Information Only

Policy/Strategic Plan Reference: The Strategic Plan calls to support instructional best practices and to ensure that all students are college and career ready.

Responsible Person(s): Heather Phipps, Tony Weers & Kara Hutton

Superintendent's Signature:

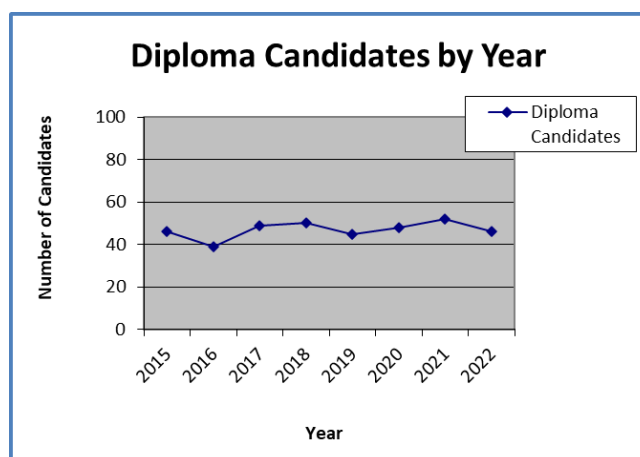


Diploma Program Participation at Millard North High School

The International Baccalaureate® Programs in Millard Public Schools culminate with the Diploma Programme for 11th and 12th grade students at Millard North High School. This is a two-year diploma program that allows students to self-select into and out of the program. The diploma program focuses on students completing all requirements to receive the IB diploma.

Requirements include 6 subject exams, a Theory of Knowledge course, a research-based Extended Essay, and a Creativity, Activity, and Service (CAS) component. CAS includes activities such as arts, sports, and service projects. This is in contrast to IB Diploma + certificate programs, in which students may take individual IB Diploma courses and exams with the aim of receiving a certificate for the successful completion of each exam much like Advanced Placement® (AP) courses and exams.

In 2021-2022, the nineteenth year of IB Diploma exams at Millard North, there were 51 “diploma candidates” in the Millard North IB Diploma program.



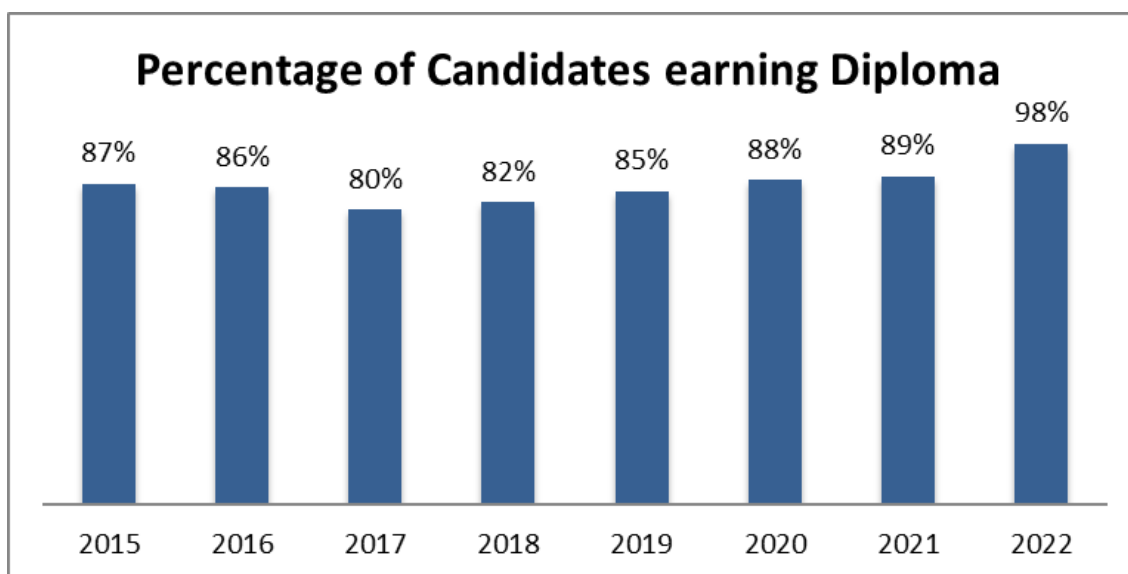
IB Diploma Enrollment by School Year

The number of ninth and tenth grade students intending to participate in the IB Diploma Programme fluctuates; however, some attrition is normal and expected between the Middle Years Programme and the Diploma Programme. The majority of students who originally plan to pursue the IB Diploma, but who later change plans do so after 9th or 10th grade before actually beginning IB Diploma classes.

IB Diploma Programme Enrollment by School Year								
Year	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22
Grade	<i>Students Within Middle Years Programme Intending to Enroll in the Diploma Programme</i>							
9	100	77	112	95	111	83	81	67
10	82	91	58	82	67	89	70	62
	<i>Students Officially Participating in the Diploma Programme</i>							
11	57	53	55	54	60	49	55	42
12	40	50	50	46	49	52	46	51
Retention Rate 11 th to 12 th Grade	75%	88%	94%	84%	82%	87%	94%	93%

IB Diploma Results

In 2021-2022, Millard North had 51 IB Diploma candidates. Fifty students, or 98%, successfully earned or were “awarded” the IB Diploma.



Test Results

As part of the requirements to receive the IB diploma, each candidate must complete the coursework and exams in six subjects during their junior and senior years. The exams for each subject are taken on two successive days and may be in two or three separate tests, each one typically two hours in length. The subject exams fall into two levels, Standard Level (SL) and Higher Level (HL). Most Standard Level exams are taken after 1 year of coursework. Higher Level exams follow 2 years of coursework.

Millard North had 93 DP students who completed 289 subject tests, 51 Theory of Knowledge requirements, and 51 Extended Essays in May 2022. The scores awarded to students based on their work and internal assessments are reflected in the charts and graphs below.

On the subject tests, Millard North students scored passing or higher on 277, which is 96%. The distribution of the Millard North students’ IB Diploma subject exam scores is shown in the table below.

Subject	Ttl #	7	6	5	4	3	2	1	N	Avg. Grade (School)	Avg. Grade (World)
Subject Group 1											
ENGLISH A:											
Literature HL	51	1	10	27	13	0	0	0	0	4.98	4.73
Subject Group 2											
French B SL	11	4	2	5	0	0	0	0	0	5.91	5.12
German B SL	8	0	0	3	4	1	0	0	0	4.25	5.32
Latin SL	2	1	0	1	0	0	0	0	0	6.0	4.26
Spanish B SL	32	6	14	10	2	0	0	0	0	5.75	5.04
Subject Group 3											
Business Management HL	5	2	1	1	1	0	0	0	0	5.80	5.25
Business Management SL	0	0	0	0	0	0	0	0	0		
History SL	5	1	2	2	0	0	0	0	0	5.80	4.76
History Americas HL	10	1	4	4	1	0	0	0	0	5.50	4.53
Psychology SL	27	2	11	12	2	0	0	0	0	5.48	4.80
Subject Group 4											
Biology HL	25	1	2	11	4	0	0	0	0	5.28	4.73
Biology SL	3	0	0	3	0	0	0	0	0	5.00	4.56
Chemistry HL	23	2	3	11	5	2	0	0	0	4.91	4.99
Computer Science HL	4	0	1	3	0	0	0	0	0	5.25	5.26
Physics HL	9	0	2	4	1	2	0	0	0	4.33	5.09
Physics SL	5	1	1	2	0	1	0	0	0	5.20	4.64
Subject Group 5											
Math.Analysis HL	21	2	6	7	4	2	0	0	0	5.10	5.21
Mathematics App. HL	0	0	0	0	0	0	0	0	0		
Mathematics App. SL	25	6	11	6	2	0	0	0	0	5.84	4.39
Subject Group 6											
Film HL	3	0	1	0	1	1	0	0	0	4.33	4.55
Film SL	4	0	0	3	0	1	0	0	0	4.5	4.36
Music Gr.Perf SL	13	0	2	5	4	2	0	0	0	4.54	4.71
Visual Arts HL	2	0	0	1	1	0	0	0	0	4.50	4.45
Visual Arts SL	1	0	0	1	0	0	0	0	0	5.00	4.11
Score Scale:											
7-Excellent	6-Very Good	5-Good	4-Satisfactory (Minimum Pass)								
3-Mediocre	2-Poor	1-Very Poor	N-Failure to Test								

Exams are scored from 7 (excellent) to 1 (very poor), with 4 being the minimum passing score. In the May 2022 subject tests, Millard North IB Diploma students' average scores were higher than the international averages in 15 of the 22, or 68%, of the subject areas examined. The average exam score for Millard North students was 5.25, as compared to the May 2021 mean of 5.19. The international mean for May 2022 is 5.12.

Extended Essay and Theory of Knowledge

Additional requirements for the IB diploma include completion of an original research project called the Extended Essay (EE) and a 2-year Theory of Knowledge (TOK) course, culminating in an Essay on a topic chosen from ten prescribed prompts. These are in addition to the subject tests, and are graded from A (excellent) to E (elementary). A grade of D or better must be obtained on both the Extended Essay and the Theory of Knowledge Essay for a student to be eligible to receive the IB Diploma. In other words, D is the minimum passing grade.

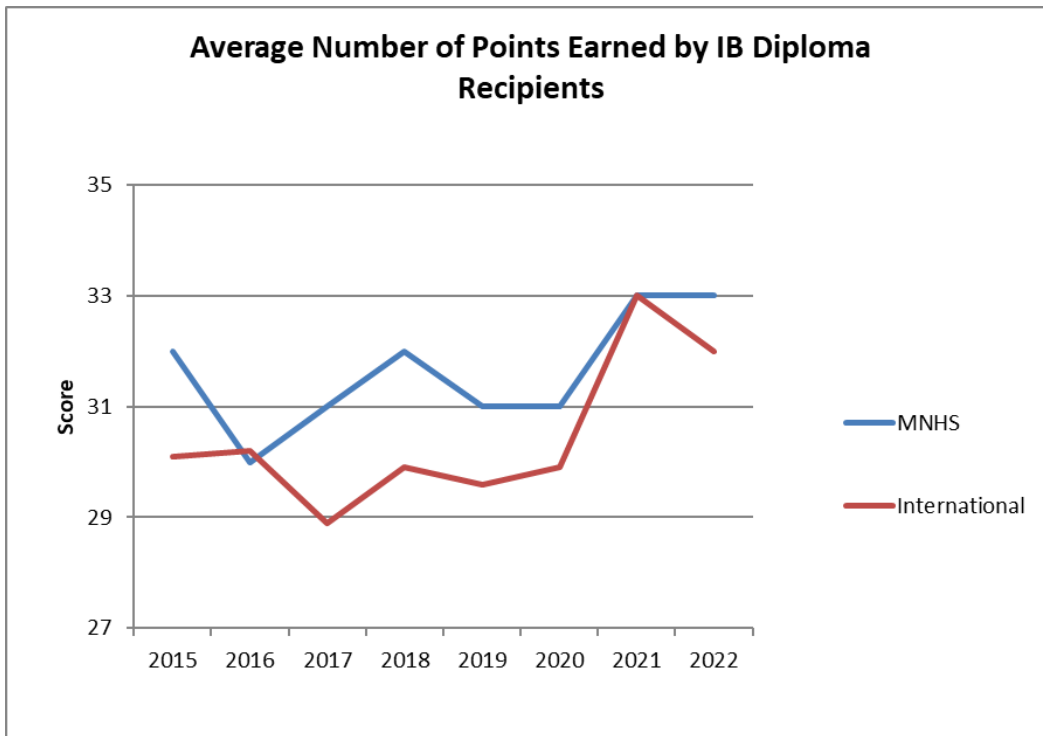
Grade distribution percentages are shown below for the 51 students that completed the IB Diploma Programme in May 2022, with Millard North data from previous years included for comparison. In 2022, 80% of Millard North students earned a grade of a C or better on the Extended Essay (EE), as compared to 63% in 2021. Ninety-eight percent of Millard North students taking the Theory of Knowledge Essay scored a C or better, compared to 85% in 2021. Passing scores of a D or better were received by 100% of Millard North Students on both essays in 2022.

Millard North IB May 2016 - 2022 EE and TOK Results					
	Student Score Distribution Percentages				
Extended Essay	A	B	C	D	E
May 2022	2%	29%	49%	20%	0%
May 2021	4%	7%	52%	37%	0%
May 2020	4%	19%	52%	23%	2%
May 2019	2%	21%	56%	21%	0%
May 2018	0%	23%	52%	18%	0%
May 2017	12%	32%	42%	14%	0%
May 2016	6%	29%	47%	18%	0%
Theory Of Knowledge	A	B	C	D	E
May 2022	12%	47%	39%	2%	0%
May 2021	4%	24%	57%	15%	0%
May 2020	4%	13%	33%	50%	0%
May 2019	0%	19%	58%	23%	0%
May 2018	0%	34%	57%	9%	0%
May 2017	0%	26%	64%	10%	0%
May 2016	8%	35%	51%	6%	0%

IB Diploma Points

IB Diploma candidates must earn at least 24 points to be awarded the IB Diploma. Twelve points must be scored on HL subjects, and 9 points must be scored on SL subjects. Students must pass Theory of Knowledge, the Extended Essay, and CAS, and they cannot score an incomplete or one on any subject area. In addition, students can earn no more than two grade 2s on any subject, and no more than three grade 3s on any subject. The maximum possible point total is 45.

The average of IB Diploma points for all 50 students who received the IB Diploma during the 2021-2022 school year was 33 points. The international average in May 2022 was 31.98 points. The highest number of Diploma points earned by a Millard North Student in 2022 was 43.



AGENDA SUMMARY SHEET

Agenda Item: NSCAS 2021-22 Report

Meeting Date: December 5, 2022

Background/

Description:

Aggregate results of the 2022 State English Language Arts (ELA) Assessment and State Mathematics Assessment for grades 3-8 and 11, and State Science Assessment for grades 5 and 8 are presented in the following pages.

As a requirement for the Nebraska Department of Education, each spring students in grades 3, 4, 5, 6, 7, 8, and 11 are required to participate in state ELA and mathematics testing, and students in grades 5, 8, and 11 participate in state science testing. Summary tables NSCAS (Nebraska Student-Centered Assessment System) - ELA (English Language Arts), M (Math), S (Science) results are listed on the following pages.

Note: The 11th-grade NSCAS test is the ACT test administered in March 2022. The ACT is given to all students in their 3rd year of high school. It is not based on credit count / class standing.

Action Desired: Information / Discussion

Policy /

Strategic Plan

Reference:

Supports the mission of the district.

Responsible

Person(s):

Dr. Heather Phipps and Dr. Darin Kelberlau

Superintendent's Signature:



English Language Arts

2021-22 Results

For grades 3-8, the Statewide assessment for English Language Arts is essentially grade level adaptive. The performance levels are “Developing,” “On-Track,” and “Advanced.” The test continues to assess College and Career Readiness standards which are much more rigorous than previous years.

% of Students On Track or Advanced							
MPS	3rd	4th	5th	6th	7th	8th	11th
2020-21	64%	69%	60%	53%	54%	58%	62%
2021-22	67%	67%	66%	55%	52%	56%	64%

NE	3rd	4th	5th	6th	7th	8th	11th
2020-21	50%	54%	46%	45%	44%	50%	46%
2021-22	50%	53%	47%	44%	42%	46%	46%

Mathematics

2021-22 Results

The performance levels and adaptive nature are the same as the ELA test.

% of Students On Track or Advanced							
MPS	3rd	4th	5th	6th	7th	8th	11th
2020-21	63%	60%	61%	54%	58%	53%	59%
2021-22	66%	63%	66%	59%	56%	56%	60%

NE	3rd	4th	5th	6th	7th	8th	11th
2020-21	47%	46%	46%	47%	46%	45%	44%
2021-22	50%	46%	49%	46%	44%	41%	44%

Science

2021-22 Results

Science is now aligned to College and Career Ready level of expectations. In 2020-21, Nebraska students completed pilot tests, therefore no results were reported. The Spring 2022 was the first year for the new Science statewide test.

Percent of Students "On Track" & "Advanced"						
	5th		8th		11th	
	MPS	NE	MPS	NE	MPS	NE
2020-21	Piloting				66%	50%
2021-22	83%	71%	73%	63%	67%	48%