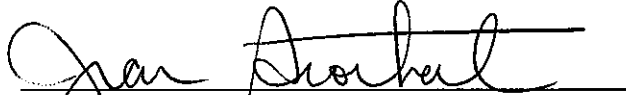


ACKNOWLEDGMENT OF RECEIPT

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 7:00 P.M. on June 2nd 2003, at Don Stroh Administrative Center 5606 South 147th Street.

Dated this 2nd day of June, 2003.



Jean Stothert - President



Mike Pate - Vice President

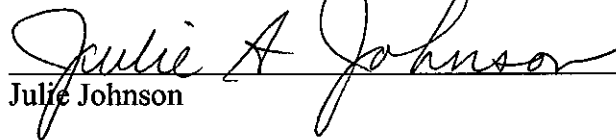


Brad Burwell - Secretary

Mike Kennedy - Treasurer



Linda Poole



Julie Johnson

FORM 7-B PROOF OF PUBLICATION

MIDLAN

BUSINESS JOURNAL-Robert G. Hoig, Editor

Publisher's Fee.....\$ _____

Extra Copies.....\$ _____

Total.....\$ 16.00

L25320315

SCHOOL DISTRICT NO. 17
NOTICE OF MEETING

Notice is hereby given of a Board of Education meeting of School District No. 17, in the County of Douglas, which will be held at 7:00 p.m. on Monday, June 2, 2003, at 5606 South 147th Street, Omaha, Nebraska. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the superintendent at 5606 South 147th Street, Omaha, Nebraska.

BRAD R. BURWELL
Secretary
May 30, 2003.

STATE OF NEBRASKA

County of Douglas

SS.

Cynthia Hoig, being duly sworn, deposes and says that he/she is Vice President of The Midlands Business Journal, a legal weekly newspaper published in the City of Omaha, Douglas County, Nebraska, printed in the English language, having a bona fide circulation in Douglas County in excess of 300 copies for more than 52 weeks last year; that the printed notice attached hereto was published in said Midlands Business Journal for _____ consecutive weeks, beginning on May 30, 2003, and ending on May 30, 2003, and said newspaper was during that time and has since been in general circulation in said County and State, and that said newspaper was printed in whole or in part in the office maintained at place of publication.

Cynthia Hoig
Subscribed in my presence, and
sworn to before me this 30th
day of May, 2003.
Ann Massara



Notary Public

Duplicate Affidavits of this Publication have been filed in the office of:
County Court Clerk of Dist. Court County Clerk Sec. State

BOARD OF EDUCATION MEETING - JUNE 2, 2003

NAME:

REPRESENTING:

Mike Karpan

SSC

Rowan Long

Food Service

Heidi Sherman

Rockwell Elem.

Paul Meyer - district
representative

A decorative border with a repeating diamond pattern surrounds the entire page.

millard

PUBLIC SCHOOLS

***BOARD OF EDUCATION
MEETING***



JUNE 2, 2003

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

BUSINESS MEETING
7:00 P.M.

DON STROH ADMINISTRATION CENTER
5606 SOUTH 147th STREET

JUNE 2, 2003

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Public Comments on agenda items - This is the proper time for public questions and comments on agenda items only. Please make sure a request form is given to the Board President before the meeting begins.
- E. Routine Matters
 - *1. Approval of Board of Education Minutes -- May 19, 2003
 - *2. Approval of Bills
- F. Information Items
 - 1. Superintendent's Report
 - 2. Board Comments/Announcement
- G. Unfinished Business
 - 1. Approval of Policy 4155 – Personnel – Code of Ethics
 - 2. Approval of Policy 4215 – Personnel – Summer School and Adult Education Teachers
 - 3. Approval of Policy 4300 – Personnel – Professional Growth
 - 4. Approval of Policy 4327 – Personnel – Sexual Harassment
 - 5. Approval of Policy 7000 – Technology – Technology General Policy Statement
 - 6. Approval of Policy 7400 – Technology – Electronic Records Retention & Disposition
- H. New Business
 - 1. Award Contract for MWHS Soccer Bleacher Project
 - 2. Award Contract for Central Middle School Roof Project
 - 3. Award Contract for MNHS Entrance Project
 - 4. Approve A T & T Cell Towers at Abbott and DSAC Contract
 - 5. Approve Nebraska Schools Medicaid Consortium Interlocal Agreement
 - 6. Approval of Cut Scores for High School Reading and Math
 - 7. Approval of Rule 4155.1 – Personnel – Code of Ethics
 - 8. Approval of Rule 4327.1 – Personnel – Sexual Harassment
 - 9. Approval of Rule 7400.1 – Technology – Electronic Records Retention and Disposition
 - 10. *Delete Policy 9100 – Bylaws of the Board – Organization
 - 11. *Delete Policy 9110 – Bylaws of the Board – Number of Members and Terms of Service
 - 12. *Delete Policy 9120 – Bylaws of the Board – Officers
 - 13. *Delete Policy 9121 – Bylaws of the Board – Election of Officers
 - 14. *Delete Policy 9210 – Bylaws of the Board – President
 - 15. *Delete Policy 9220 – Bylaws of the Board – Vice President

16. *Delete Policy 9230 – Bylaws of the Board – Secretary
17. *Delete Policy 9240 – Bylaws of the Board – Treasurer
18. *Delete Policy 9300 – Bylaws of the Board - Methods of Operations
19. *Delete Policy 9310 – Bylaws of the Board – Adoption and Amendment of Policies
20. *Delete Policy 9320 – Bylaws of the Board – Adoption and Amendment of Bylaws
21. *Delete Policy 9340 – Bylaws of the Board – Suspension of Policies, Bylaws and Regulations
22. *Delete Policy 9361 – Bylaws of the Board – Special (or Called) Meetings
23. *Delete Policy 9362 – Bylaws of the Board – Adjourned Meetings
24. *Delete Policy 9363 – Bylaws of the Board – Regular Meetings
25. First Reading of Policy 8341 – Internal Board Policies – Meetings: Types
26. First Reading of Policy 9000 – Bylaws of the Board – General Statement
27. First Reading of Policy 9100 – Bylaws of the Board – School Board Vacancies – Created, Filled
28. First Reading of Policy 9111 – Bylaws of the Board – Election of Officers
29. First Reading of Policy 9112 – Bylaws of the Board – Committees and Appointments
30. First Reading of Policy 9210 – Bylaws of the Board – Attorney
31. First Reading of Policy 9220 – Bylaws of the Board – Auditor
32. First Reading of Policy 9300 – Bylaws of the Board – Individual Members – Duties, Responsibilities
33. First Reading of Policy 9310 – Bylaws of the Board – Meetings – Notification to Members
34. First Reading of Policy 9320 – Bylaws of the Board Meetings – Construction of Agenda
35. Reaffirm Policy 9330 – Bylaws of the Board – Approval of Administrative Regulations
36. First Reading of Policy 9340 – Bylaws of the Board– Quorum
37. First Reading of Policy 9350 – Bylaws of the Board – Order of Business at Regular Business Meetings
38. First Reading of Policy 9360 – Bylaws of the Board – Meeting Conduct
39. First Reading of Policy 9370 – Bylaws of the Board - Minutes
40. Approval of Personnel Actions: Resignations, Amendment to Continuing Contracts, and New Hires
41. Collective Bargaining Negotiations Update (Executive Session)

I. Reports

1. Enrollment Report
2. State Assessment Requirements to Meet No Child Left Behind
3. Legislative Impact Report

J. Future Agenda Items/Board Calendar.

1. Committee of the Whole Meeting on June 9, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street.
2. Board of Education Meeting on June 16, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
3. Board of Education Meeting on July 7, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street

4. Committee of the Whole Meeting on July 14, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
5. Board of Education Meeting on July 21, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
6. Board of Education Meeting on August 4, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
7. Committee of the Whole Meeting on August 11, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
8. Board of Education Meeting on August 18, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street

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

L. Adjournment

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

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

BUSINESS MEETING
7:00 P.M.

STROH ADMINISTRATION CENTER
5606 SOUTH 147TH STREET
JUNE 2, 2003

ADMINISTRATIVE MEMORANDUM

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Public Comments on agenda items - This is the proper time for public questions and comments on agenda items only. Please make sure a request form is given to the Board President prior to the meeting.
- *E.1. Motion by _____, seconded by _____, to approve the Board of Education Minutes – May 19, 2003. (See enclosure.)
- *E.2. Motion by _____, seconded by _____, to approve the bills. (See Enclosures.)
- F.1. Superintendent's Report
- F.2. Board Comments/Announcements
- G.1. Motion by _____, seconded by _____, to approve Policy 4155 – Personnel – Code of Ethics. (See enclosure.)
- G.2. Motion by _____, seconded by _____, to approve Policy 4215 – Personnel – Summer School and Adult Education Teachers. (See enclosure.)
- G.3. Motion by _____, seconded by _____, to approve Policy 4300 – Personnel – Professional Growth. (See enclosure.)
- G.4. Motion by _____, seconded by _____, to approve 4327 – Personnel – Sexual Harassment. (See enclosure.)
- G.5. Motion by _____, seconded by _____, to approve Policy 7000 – Technology – Technology General Policy Statement. (See enclosure.)
- G.6. Motion by _____, seconded by _____, to approve Policy 7400 – Technology – Electronic Records Retention & Disposition. (See enclosure.)

Administrative Memorandum

June 2, 2003

Page 2

- H.1. Motion by _____, seconded by _____, that the contract for the Millard West Soccer Bleachers project be awarded to _____ in the amount of _____. (See enclosure.)
- H.2. Motion by _____, seconded by _____, that the contract for the Central Middle School Roof Project be awarded to _____ in the amount of _____. (See enclosure.)
- H.3. Motion by _____, seconded by _____, that the contract for the MNHS Entrance Project be awarded to _____ in the amount of _____. (See enclosure.)
- H.4. Motion by _____, seconded by _____, that approval be given to the Tower Site Lease Agreements with A T & T Wireless as submitted. (See enclosure.)
- H.5. Motion by _____, seconded by _____, that the District enter into the Interlocal Participation Agreement with the Nebraska School Medicaid Consortium as presented. (See enclosure)
- H.6. Motion by _____, seconded by _____, to approve the Cut Scores for High School Reading and Math as submitted. (See enclosures.)
- H.7. Motion by _____, seconded by _____, to approve Rule 4155.1 – Personnel – Code of Ethics. (See enclosure.)
- H.8. Motion by _____, seconded by _____, to approve Rule 4327.1 – Personnel – Sexual Harassment. (See enclosure.)
- H.9. Motion by _____, seconded by _____, to approve Rule 7400.1 – Technology – Electronic Records Retention and Disposition (See enclosure.)
- H.10.- H.24 Motion by _____, seconded by _____, to delete Policies 9100, 9110, 9120, 9121, 9210, 9220, 9230, 9240, 9300, 9310, 9320, 9340, 9361, 9362, and 9363. (See enclosures.)
- H.25. First Reading of Policy 8341- Internal Board Policies – Meetings: Types. (See enclosure.)
- H.26. First Reading of Policy 9000 – Bylaws of the Board – General Statement (See enclosure.)
- H.27. First Reading of Policy 9100 – Bylaws of the Board School Board Vacancies – Created Filled. (See enclosure.)

- H.28. First Reading of Policy 9111 – Bylaws of the Board – Election of Officers. (See enclosure.)
- H.29. First Reading of Policy 9112 – Bylaws of the Board – Committees and Appointments. (See enclosure.)
- H.30. First Reading of Policy 9210 – Bylaws of the Board – Attorney. (See enclosure.)
- H.31. First Reading of Policy 9220 – Bylaws of the Board – Auditor. (See enclosure.)
- H.32. First Reading of Policy 9300 – Bylaws of the Board – Individual Members – Duties, Responsibilities. (See enclosure.)
- H.33. First Reading of Policy 9310 – Bylaws of the Board – Meetings – Notification to Members. (See enclosure.)
- H.34. First Reading of Policy 9320 – Bylaws of the Board – Meetings – Construction of Agenda. (See enclosure.)
- H.35. Motion by _____, seconded by _____, to reaffirm Policy 9330 – Bylaws of the Board – Approval of Administrative Regulations. (See enclosure.)
- H.36. First Reading of Policy 9340 – Bylaws of the Board – Quorum (See enclosure.)
- H.37. First Reading of Policy 9350 – Bylaws of the Board – Order of Business at Regular Business Meetings. (See enclosure.)
- H.38. First Reading of Policy 9360 – Bylaws of the Board – Meeting Conduct (See enclosure.)
- H.39. First Reading of Policy 9370 – Bylaws of the Board – Minutes (See enclosure.)
- H.40. Motion by _____, seconded by _____, to approve Personnel Actions: Resignations, Amendment to Continuing Contracts, and New Hires. (See enclosures.)
- H.41. Collective Bargaining Negotiations Update (Executive Session)

I. Reports

1. Enrollment Report
2. State Assessment Requirements to Meet No Child Left Behind
3. Legislative Impact Report

Administrative Memorandum

June 2, 2003

Page 4

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1. Committee of the Whole Meeting on June 9, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
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K. Public Comments - This is the proper time for public questions and comments on any topic. Please make sure a request form is given to the Board President before the meeting begins.

L. Adjournment

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

SCHOOL DISTRICT NO 17

A meeting was held of the Board of Education of the School District No. 17, in the County of Douglas in the State of Nebraska. This meeting was convened in open and public session at 7:00 p.m., Monday, May 19, 2003, the Don Stroh Administration Center, 5606 South 147th Street.

PRESENT: Brad Burwell, Mike Pate Jean Stothert, Linda Poole, Julie Johnson, and Mike Kennedy

Notice of this meeting was given in advance thereof by publication in the Midlands Business Journal on May 16, 2003; a copy of the publication is being attached to these minutes. Notice of this meeting was given to all members of the Board of Education and a copy of their Acknowledgment of Receipt of Notice and the agenda are attached to these minutes. Availability of the agenda was communicated in advance notice and in the notice of the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

At 7:00 p.m. Jean Stothert called the meeting to order and asked everyone to say the Pledge of Allegiance.

Roll call was taken and all members were present.

Motion by Brad Burwell, seconded by, Linda Poole, to approve the Board of Education minutes of May 5, 2003, to approved the special board of education minutes from May 12, 2003, approve the bills and to receive the treasurer's report and place on file. Upon roll call vote, all members voted aye. Motion carried.

Mike Pate summarized the Board Committee of the Whole meeting from May 12, 2003. Topics of discussion included Educational Program Services update and Demonstration of Proficiency.

Showcase highlighted winners in DECA, Business, Speech, Forensics, Journalism, VICA, Debate, WordMasters, Math Olympiad, National Foreign Language Exam, and One Act Play.

Superintendent's Highlights:

1. On Tuesday, May 20, 2003, there will be a luncheon meeting with Senator Raikes and other Senators who represent Millard at the offices at the district lobbyist, Ruth & Mueller.
2. Sunday, May 25, 2003 is graduation for the three high schools. Millard West will be at 1 p.m., Millard North will be at 4 p.m. and Millard South will be at 7 p.m. at the Civic Auditorium
3. The Millard Rotary honored nine seniors from Millard Schools on Monday, May 19, 2003. Each of the students spoke and they represented the District well.
4. Congratulations to Mike Pate for his appointment to the Nebraska Information Technology Commission. The Nebraska Association of School Boards nominated Mike for the appointment.

5. On Tuesday, July 1, 2003 there will be a budget retreat with school board members.

Mrs. Stothert recognized a boy scout and his leader from Troop 429. The young man was at the board meeting to earn his Citizenship in the Community badge.

COMMENTS FROM THE BOARD:

Linda Poole announced she would be attending a P-16 Steering Committee meeting on Thursday. She will report the minutes to the board when she returns.

Mrs. Poole said she would be going to the luncheon meeting on Tuesday with the State Senators.

Jean Stothert congratulated Linda Poole, Brad Burwell, and Mark Feldhausen for being honored by the Foundation at the Hall of Fame Banquet. Mrs. Poole was Alumni of the Year, Brad Burwell was Booster of the Year and Mark Feldhausen was Administrator of the Year.

Mrs. Stothert reported she attended the Metropolitan Area Boards of Education meeting last week in Bellevue. There was a tour of the Bellevue new central offices. During the meeting there was discussion on substitute teacher pay and in-district student transfers. If board members want additional information they are to contact Mrs. Stothert.

Mike Pate said he would report back to the board on the Nebraska Information Technology Commission after he has had a chance to attend their meeting on July 18, 2003.

Mr. Pate offered his congratulations to Mark Feldhausen, Brad Burwell and Linda Poole for receiving the Millard Public Schools Foundation Hall of Fame Awards. He also expressed his appreciation for all the people who were in attendance, and hoped it will be even bigger next year.

Mr. Pate said there was a Foundation Board of Directors meeting last Thursday where they elected four new board members.

Brad Burwell said he attended the Business Advisory meeting last Friday. He reported that the SRO from Millard South High School, Dawn Chizek, gave the presentation. Mr. Burwell said he learned a lot from the presentation on the SRO Program.

Last Thursday, Mr. Burwell said he attended the Omaha 2000 meeting. At the meeting Senator Maxwell was suppose to talk about his new proposal, but the Senator was unable to be there so the proposal was read.

Jean Stothert presented the student representatives with an appreciation plaque.

Motion by Linda Poole, seconded by Brad Burwell, to approve the 2003 graduates from Millard North High School, Millard South High School and Millard West High School. Upon roll call vote, all members voted aye. Motion carried.

Motion by Brad Burwell, seconded by Julie Johnson, to approve the high school calendars for 2003-2004. Upon roll call vote, all members voted aye. Motion carried.

Motion by Linda Poole, seconded by Mike Pate, to approve the assignment of the White Hawk subdivision to Morton Elementary, Russell Middle and Millard West High School. Motion by Mike Pate, seconded by Linda Poole, to postpone indefinitely the assignment of the White Hawk subdivision to Morton Elementary, Russell Middle and Millard West High School. Upon roll call vote, all members voted aye. Motion carried.

Mike Kennedy provided the first reading of Policy 4155 – Personnel – Code of Ethics. This policy will be on the next board agenda for approval.

Brad Burwell provided the first reading of Policy 4215 – Personnel – Summer School and Adult Education Teachers. This policy will be on the next board agenda for approval.

Mike Pate provided the first reading of Policy 4300 – Personnel – Professional Growth. This policy will be on the next board agenda for approval.

Linda Poole provided the first reading of Policy 4327 – Personnel – Sexual Harassment. This policy will be on the next board agenda for approval.

Motion by Linda Poole, seconded by Julie Johnson, to approve Rule 5720.1 – Pupil Services – Records Retention and Disposition. Upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Pate, seconded by Brad Burwell, to reaffirm Policy 6200 – Curriculum, Instruction, and Assessment – Taught Curriculum – Instructional Delivery. Upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Pate, seconded by Brad Burwell, to approve Rule 6200.1 – Curriculum, Instruction, and Assessment – Instructional Delivery. Upon roll call vote, all members voted aye. Motion carried.

Julie Johnson provided the first reading of Policy 7000 – Technology – Technology General Policy Statement. This policy will be on the next board agenda for approval.

Mike Kennedy provided the first reading of Policy 7400 – Technology – Electronic Records Retention. This policy will be on the next board agenda for approval.

Motion by Mike Pate, seconded by Brad Burwell, approval for Mike Kennedy to attend NSBA's Council of Urban Boards of Education 2003 Issues Seminar. Upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Pate, seconded by Linda Poole, to approve Personnel Actions: Resignations: Ginny Allen, Kelly Kronfeld, and Laura Lagana; Leaves of Absence: Nicole Deprez, Cece Schwennsen and Donna Snowdon; Amendment to Continuing Contracts: Tricia Freeman, Lori Haller, Pam Knox, Kari Kowalski, Lynn Perry, Kathy Von Dollen Peters, Karen Wagner, Kim Wagner, and Shanna Wilwerding; and Teachers for Hire: Dana Blakely, Jennifer Bowes, Erin

Board of Education Minutes

May 19, 2003

Page 4

Bull, Lorraine Clarke, Colleen Cooney, Tyler Cotton, Christopher Doering, Larry Goodenough, Molly Harris, Bodwin Hutchinson, Megan Jensen, David Keber, Mitchell Mentzer, Jaime Norris, Kerensa Rowley, and Seth Turman. Upon roll call vote, all members voted aye. Motion carried.

Collective Bargaining Negotiations was delayed to the end of the meeting for Executive Session.

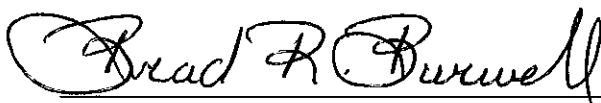
Reports given included: A Legislative Report, a Construction Report, the Diabetic Health Care Procedures, and the SRO Status Report.

Future Agenda Items/Board Calendar includes: The Employee Recognition Dinner will be held on Wednesday, May 21, 2003 at the Georgetown Club – 5:30 p.m. Social, 6:30 p.m. Dinner. The 2003 High School Graduations will be held on Sunday May 25, 2003, Millard West at 1 p.m., Millard North at 4 p.m. and Millard South at 7 p.m. at Civic Auditorium. A Board of Education Meeting will be held on June 2, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Committee of the Whole Meeting will be held on June 9, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting will be held on Monday, June 16, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting will be held on Monday, July 7, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Committee of the Whole Meeting will be held on Monday, July 14, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting will be held on Monday, July 21, 2003 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street.

At 9:11 p.m. motion by Mike Kennedy, seconded by Mike Pate, to go into Executive Session for collective bargaining negotiations. Upon roll call vote, all members voted aye. Motion carried.

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

Jean Stothert adjourned the meeting.



SECRETARY

Millard Public Schools

June 2, 2003

Millard Public Schools

Check Register for 6/2/2003 - 6/2/2003

Date: 5/28/2003

Check Number	Date	Vendor No	Vendor Name	Amount
199631	6/2/2003	019858	PEGGY A BRENDEL	111.00
199632	6/2/2003	131367	AMANDA J JOHNSON	29.00
199633	6/2/2003	071510	RICHARD J PAHLS	215.00
199634	6/2/2003	108098	ANGELO D PASSARELLI	100.00
Total for GENERAL FUND				455.00
Report Total				455.00

Millard Public Schools

Check Register for 6/2/2003 - 6/2/2003

Date: 5/28/2003

Check Number	Date	Vendor No	Vendor Name	Amount
198993	6/2/2003	101140	100% EDUCATIONAL VIDEOS	272.14
198994	6/2/2003	132784	A.S.A.P. LOCKSMITHS	4.95
198995	6/2/2003	132722	AAFCS	110.00
198997	6/2/2003	010298	ACCU CUT SYSTEMS	999.00
198998	6/2/2003	132843	ACCURATE LABEL DESIGNS	109.95
198999	6/2/2003	010300	ACCURATE LOCKSMITH INC	133.60
199000	6/2/2003	108245	GENE ADAMS	3.81
199001	6/2/2003	101766	ADVANTAGE PRESS INC	224.70
199002	6/2/2003	108296	PAT SHARKEY	77.00
199003	6/2/2003	131656	ALDRIDGE FOLDERS	217.00
199004	6/2/2003	131419	ALFREY TRAVEL BUREAU	570.40
199005	6/2/2003	102425	ALIMED INC.	101.93
199006	6/2/2003	109079	ALLTEL	1,519.28
199007	6/2/2003	107651	AMAZON.COM INC	402.62
199008	6/2/2003	099597	AMERICAN GUIDANCE SERVICE INC	396.68
199009	6/2/2003	012450	AMERICAN RED CROSS HEARTLAND	173.00
199010	6/2/2003	132542	AMERICAN STRING TEACHERS ASSOC.	40.90
199012	6/2/2003	132880	MARILYN L ANTLEY	22.95
199013	6/2/2003	012980	APPLAUSE LEARNING RESOURCES	151.70
199014	6/2/2003	012989	APPLE COMPUTER, INC.	5,064.24
199015	6/2/2003	106889	APPLIED INDUSTRIAL TECHNOLOGIES	215.89
199016	6/2/2003	106436	AQUA-CHEM INC	704.17
199017	6/2/2003	131410	AQUENT LLC	2,175.00
199019	6/2/2003	132214	ARTS FOR ALL	1,653.50
199020	6/2/2003	013496	ASCD	313.40
199021	6/2/2003	102840	ASSOCIATED FIRE PROTECTION	69.00
199022	6/2/2003	012507	AT&T	270.48
199023	6/2/2003	012507	AT&T	763.11
199024	6/2/2003	010083	ATS MOBILE TELEPHONE CO INC	622.49
199025	6/2/2003	102237	AUTO STATION	68.25
199027	6/2/2003	108092	APW/AUTO VALUE	635.81
199028	6/2/2003	072090	AW PELLER AND ASSOCIATES INC	18.94

Millard Public Schools

Check Register for 6/2/2003 - 6/2/2003

Date: 5/28/2003

Check Number	Date	Vendor No	Vendor Name	Amount
199029	6/2/2003	132405	BAG 'N SAVE	298.81
199030	6/2/2003	017609	MARY L BAHNEY	92.66
199034	6/2/2003	101536	NANCY BALLARD	21.17
199035	6/2/2003	017900	BARCO MUNICIPAL PRODUCTS, INC.	147.60
199036	6/2/2003	132863	DOUGLAS BARENBAUM-MEYERS	35.00
199037	6/2/2003	132274	TIMOTHY D BARNER	104.13
199038	6/2/2003	099646	BARNES & NOBLE BOOKSTORE(OAKV)	2,185.05
199039	6/2/2003	017877	CYNTHIA L BARR-MCNAIR	159.61
199040	6/2/2003	131148	VIRGINIA C BAYE	60.14
199041	6/2/2003	108411	DEBORAH JEAN BEAN	35.00
199042	6/2/2003	130337	DEBRA K BEAUDOIN	22.08
199044	6/2/2003	107988	KAREN K BENDER	37.68
199045	6/2/2003	131314	KYLE T BENHAM	15.42
199046	6/2/2003	101062	BENNINGTON IMPLEMENT INC	997.15
199047	6/2/2003	132841	BENSON RADIATOR	36.00
199048	6/2/2003	072250	BG PETERSON COMPANY	154.00
199049	6/2/2003	018946	EMIL F BIGA	200.98
199050	6/2/2003	132475	BIO CORPORATION	236.88
199051	6/2/2003	019111	BISHOP BUSINESS EQUIPMENT	5,350.42
199052	6/2/2003	019138	JON T BLOOMQUIST	142.56
199053	6/2/2003	130899	KIMBERLY M BOLAN	72.64
199054	6/2/2003	102043	BOOKS ARE FUN LTD	96.69
199055	6/2/2003	103068	BOOKS ON TAPE INC	31.20
199057	6/2/2003	132189	MEVLUDIN BOSNJOR	32.12
199058	6/2/2003	019559	BOUND TO STAY BOUND BOOKS INC	926.10
199059	6/2/2003	132775	JENNIFER A BOWES	37.60
199061	6/2/2003	019835	BOYS TOWN NATIONAL	3,077.34
199062	6/2/2003	132447	ANNDEE BRANDYBERRY	109.74
199063	6/2/2003	020050	BRODART CO.	23.38
199064	6/2/2003	020550	BUREAU OF EDUCATION & RESEARCH	590.00
199065	6/2/2003	020578	RONALD G. BURMOOD	600.00
199066	6/2/2003	106983	BUSINESS EQUIPMENT LEASING CO.	378.00

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199067	6/2/2003	099431	BUSINESS MEDIA, INC.	3,188.00
199068	6/2/2003	020802	TERRY L BUTLER	16.16
199069	6/2/2003	131619	C E SUNDBERG CO	18.52
199070	6/2/2003	023831	CALLOWAY HOUSE INC	374.42
199071	6/2/2003	023858	CANNON SPORTS	976.77
199074	6/2/2003	023964	DAVE CARLSEN	160.00
199075	6/2/2003	108215	DEBRA R CARLSON	72.88
199078	6/2/2003	024260	CENTER TROPHY COMPANY	48.00
199080	6/2/2003	132865	CHRIS CHAPPELEAR	30.00
199081	6/2/2003	109138	CHARACTER COUNTS COALITION	315.38
199084	6/2/2003	106851	CHILDREN'S HOME HEALTHCARE	2,695.80
199087	6/2/2003	107467	CITICAPITAL COMMERCIAL CORP.	2,102.33
199088	6/2/2003	131336	CITIZENS BANK	1,602.66
199089	6/2/2003	132795	CITY GLASS COMPANY	1,403.00
199090	6/2/2003	132846	JILL M CLANTON	56.18
199092	6/2/2003	132697	CLASSROOM PRODUCTS	36.79
199093	6/2/2003	099222	CLASSROOMDIRECT.COM	856.42
199094	6/2/2003	025222	DEBI CLATTERBUCK	22.57
199095	6/2/2003	132643	CLEAN SWEEP COMMERCIAL INC	11,750.00
199096	6/2/2003	132726	CLOSE UP FOUNDATION	101.85
199098	6/2/2003	109867	COMMERCIAL AIR MANAGEMENT INC	84.00
199100	6/2/2003	025830	GEORGE R CONRAD	196.03
199102	6/2/2003	026057	CONTROL MASTERS INC	12,807.55
199104	6/2/2003	131824	REBECCA Y COOK	32.83
199105	6/2/2003	026537	CORWIN PRESS INC	304.39
199106	6/2/2003	026660	WILLIAM J CRAWFORD	102.57
199107	6/2/2003	026700	CRITICAL THINKING BOOKS & SOFTWARE	322.59
199108	6/2/2003	132845	JODI L CRITSER	40.94
199109	6/2/2003	106181	MARLENE K CRITSER	46.54
199110	6/2/2003	132844	CRS INC	250.00
199111	6/2/2003	099957	CRYSTAL SPRINGS BOOKS	160.66
199112	6/2/2003	027300	CUMMINS GREAT PLAINS DIESEL	1,483.14

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199113	6/2/2003	027345	CURRICULUM ASSOCIATES, INC.	39.57
199114	6/2/2003	132725	CURRY BROTHERS MOTORSPORTS	4,000.00
199116	6/2/2003	130900	CHERYL L CUSTARD	57.67
199117	6/2/2003	132409	TED CZERNIAK	37.96
199118	6/2/2003	130731	D & D COMMUNICATIONS	363.21
199119	6/2/2003	101026	D & H DISTRIBUTING	1,547.64
199120	6/2/2003	132616	JEFF P DAHMS	18.30
199121	6/2/2003	132671	JEAN T DAIGLE	126.73
199123	6/2/2003	032140	DALTILE CORPORATION	14.18
199124	6/2/2003	101549	DATATEAM SYSTEMS INC	200.00
199125	6/2/2003	032255	DAVIS PUBLICATIONS INC	80.90
199127	6/2/2003	107469	DEFFENBAUGH INDUSTRIES	8,218.21
199129	6/2/2003	032700	DELUXE CATERING, INC.	200.00
199130	6/2/2003	032800	DEMCO INC	238.01
199131	6/2/2003	032872	DENNIS SUPPLY COMPANY	1,730.36
199132	6/2/2003	132847	SUSAN K DENNIS	26.62
199133	6/2/2003	132884	JILL M DENSON	30.83
199134	6/2/2003	130685	DIAMOND VOGEL PAINT CENTER	2.69
199135	6/2/2003	102435	DIAMOND VOGEL PAINTS	7.90
199136	6/2/2003	099220	DICK BLICK	985.26
199137	6/2/2003	019132	DICK BLICK SEE V#099220	54.04
199138	6/2/2003	132750	JOHN D DICKEY	80.67
199139	6/2/2003	033473	DIETZE MUSIC HOUSE INC.	1,632.10
199140	6/2/2003	132749	DINN BROS.	36.04
199141	6/2/2003	132723	ARTHUR CHOU	824.91
199142	6/2/2003	099552	DISCOUNT SCHOOL SUPPLY	399.15
199145	6/2/2003	033940	DOVER PUBLISHING, INCORPORATED	319.61
199146	6/2/2003	034120	DULTMEIER SALES LLC	43.16
199147	6/2/2003	132790	EAST COAST WHOLESALE INC	66.56
199149	6/2/2003	036830	EDUCATION WEEK	261.94
199150	6/2/2003	099281	EDUCATIONAL MEDIA CORPORATION	67.42
199151	6/2/2003	037400	EDUCATIONAL RESEARCH SERVICE	110.00

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199152	6/2/2003	037525	EDUCATIONAL SERVICE UNIT #3	3,874.75
199153	6/2/2003	131551	EDUCATIONAL SERVICE UNIT #7	320.00
199154	6/2/2003	100415	EDUCATIONAL TESTING SERVICE	318.60
199155	6/2/2003	100586	EDUCATIONAL THEATRE ASSOC	55.00
199156	6/2/2003	100330	EDUCATORS OUTLET INC	29.45
199157	6/2/2003	132892	PAMELA S EHLY	124.10
199158	6/2/2003	038100	ELECTRIC FIXTURE & SUPPLY	1,136.78
199159	6/2/2003	038120	ELECTRIC MACHINERY SALES & SVC	138.19
199161	6/2/2003	132860	ELKHORN PUBLIC SCHOOLS	195.00
199163	6/2/2003	038217	WARREN K ELTISTE	24.99
199164	6/2/2003	132066	ENGINEERED CONTROLS INC.	396.40
199166	6/2/2003	035610	ETA/CUISENAIRE	219.68
199168	6/2/2003	099320	EYE ON EDUCATION	1,354.90
199169	6/2/2003	106735	JOHN T FABRY	126.35
199170	6/2/2003	132862	SARA FECH	50.00
199171	6/2/2003	040450	FEDERAL EXPRESS	76.07
199172	6/2/2003	040537	FERGUSON ENTERPRISES INC	1,264.51
199173	6/2/2003	132879	LAURA C FERGUSON	47.20
199174	6/2/2003	106956	FERRELLGAS	20.74
199175	6/2/2003	132793	FINNEY COMPANY INC	302.23
199176	6/2/2003	132742	JAMES FITZPATRICK	150.00
199177	6/2/2003	132202	PHIL FITZWATER	291.60
199179	6/2/2003	132789	FLEETPRIDE	50.71
199181	6/2/2003	131555	FLOORS, INC.	140.00
199182	6/2/2003	041098	FOLLETT EDUCATIONAL SERVICES	2,597.34
199183	6/2/2003	041100	FOLLETT LIBRARY RESOURCES	3,172.13
199184	6/2/2003	100307	FOOD SERVICES OF AMERICA	421.34
199185	6/2/2003	132889	CHRISTINE K FOWLER	118.26
199186	6/2/2003	041440	FRANKLIN ELECTRONIC PUBLISHERS INC	492.75
199187	6/2/2003	041463	FREE SPIRIT PUBLISHING INC	53.80
199188	6/2/2003	132321	MICHAEL R FREY	224.84
199189	6/2/2003	F03001	FULL BLAST PRODUCTIONS	1,186.02

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199190	6/2/2003	131494	FULL CIRCLE IMAGE	585.00
199191	6/2/2003	042025	FUTURE HORIZONS INC	135.00
199192	6/2/2003	102650	GANDER PUBLISHING INC.	157.25
199193	6/2/2003	132715	GANDHI APPLIANCES	209.99
199194	6/2/2003	131703	DEBBIE GARDNER	130.20
199195	6/2/2003	106894	TAMMY GEBHART	63.51
199196	6/2/2003	044050	GENERAL BINDING CORPORATION	1,650.00
199197	6/2/2003	107699	GENTIVA HEALTH SERVICES	140.00
199199	6/2/2003	132848	JAMES E GILIN	29.94
199200	6/2/2003	106660	GLASSMASTERS, INC.	810.17
199202	6/2/2003	010670	GOODWIN TUCKER GROUP	30.66
199203	6/2/2003	044891	GOPHER/PLAY WITH A PURPOSE	5,009.88
199204	6/2/2003	043609	GP BUSINESS SERVICES LLC	1,118.31
199206	6/2/2003	044965	KATHERINE A GRAY	262.80
199207	6/2/2003	132794	TOLEDO PHYSICAL EDUCATION SUPPLY CO	1,693.64
199209	6/2/2003	132092	ANN M GREDYS	50.34
199210	6/2/2003	131937	GLS (GREG LARSON SPORTS)	598.24
199211	6/2/2003	045305	GUILFORD PUBLISHING, INC.	197.86
199212	6/2/2003	132127	CARYN LESLIE HAKANSON	94.18
199213	6/2/2003	107933	JEFF D HALLSTROM	178.85
199214	6/2/2003	131179	GEOFFREY HAMILTON	23.60
199216	6/2/2003	047853	HAPPY CAB COMPANY INC	19,476.80
199217	6/2/2003	101334	HARBOR FREIGHT TOOLS	12.44
199218	6/2/2003	100077	HARCOURT BRACE EDUC. MSMT.	65.81
199219	6/2/2003	047855	HARCOURT INC	4,170.41
199220	6/2/2003	132558	HEARTLAND AWNING & DESIGN	1,985.00
199221	6/2/2003	048475	HEARTLAND FOUNDATION	12,827.34
199222	6/2/2003	108273	MARGARET HEBENSTREIT PT	582.18
199223	6/2/2003	048517	HEINEMANN EDUCATIONAL BOOKS	111.89
199224	6/2/2003	102842	HELGET GAS PRODUCTS INC	30.00
199225	6/2/2003	106386	DONNA R HELVERING	163.59
199226	6/2/2003	101881	HENRY DOORLY ZOO	289.50

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199227	6/2/2003	132423	HEWLET PACKARD CO	5,441.00
199228	6/2/2003	048710	HIGHSMITH COMPANY INC	206.00
199231	6/2/2003	108432	HILLER ELECTRIC COMPANY	104.12
199232	6/2/2003	045329	HMS BROWN BAGGERS	16.76
199233	6/2/2003	132849	HOLIDAY INN HASTINGS	119.90
199235	6/2/2003	049320	HONEYMAN RENT ALL	88.29
199236	6/2/2003	132592	WILLIAM SPRAGUE, JR.	404.50
199237	6/2/2003	049440	HOSIER REFRIGERATION SUPPLY INC	67.37
199239	6/2/2003	049650	HOUGHTON MIFFLIN COMPANY	2,548.89
199240	6/2/2003	132531	TERRY P HOULTON	103.69
199241	6/2/2003	132688	HSP NATURE TOYS	14.95
199242	6/2/2003	108153	CHRISTOPHER M HUGHES	229.02
199243	6/2/2003	049715	HUMAN KINETICS	585.64
199244	6/2/2003	132878	HY-VEE (97TH & Q)	724.05
199245	6/2/2003	049850	HY-VEE FOOD STORE (OAKVIEW DR)	46.33
199246	6/2/2003	049844	HYDRONIC ENERGY, INC.	30.00
199248	6/2/2003	102451	INTERNATIONAL BACCALAUREATE	8,020.00
199249	6/2/2003	052150	INTERNATIONAL READING ASSOC	61.00
199250	6/2/2003	102958	INTERSTATE ALL BATTERY CENTER	348.17
199251	6/2/2003	052370	INTERSTATE ELECTRIC SUPPLY CO	199.44
199252	6/2/2003	109094	PATRICK M IRWIN	294.06
199253	6/2/2003	100928	J.W. PEPPER & SON INC.	88.09
199254	6/2/2003	130913	ANNE JAMBOR	176.51
199255	6/2/2003	132791	JEFFREY NORTON PUBLISHERS INC	24.90
199256	6/2/2003	054420	JIMS DODGE COUNTRY LLC	77.30
199257	6/2/2003	054448	STEVEN K JOEKEL	1,713.31
199259	6/2/2003	054500	JOHNSON HARDWARE COMPANY	1,800.45
199260	6/2/2003	054630	JOHNSTONE SUPPLY	766.92
199261	6/2/2003	054640	JONES BARREL	91.25
199263	6/2/2003	054710	JOSLYN ART MUSEUM	288.00
199265	6/2/2003	056111	K MART STORE #7493	4.14
199267	6/2/2003	056215	KAPLAN EARLY LEARNING CO	76.06

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199268	6/2/2003	101641	KAR PRODUCTS	413.13
199269	6/2/2003	056279	KENDALL/HUNT PUBLICATIONS	1,097.39
199271	6/2/2003	056724	KINKO'S	167.68
199272	6/2/2003	132851	NANCY L KOPECKY	20.00
199275	6/2/2003	056770	BETTY H KLESITZ	108.59
199276	6/2/2003	056865	PHILIP E KOCH	63.00
199277	6/2/2003	056905	DEBORAH S KOLC	114.00
199278	6/2/2003	055039	KRISTI J KOZAK	35.94
199279	6/2/2003	132818	KROLLONTRACT INC	1,403.00
199280	6/2/2003	057683	JANET F KRUGER	24.40
199281	6/2/2003	132850	JODIE L KRUSE	20.12
199283	6/2/2003	058755	LIDLAW TRANSIT INC	161,844.93
199284	6/2/2003	099217	LAKESHORE LEARNING MATERIALS	700.40
199285	6/2/2003	132840	WILLIAM F LAMSON	89.79
199286	6/2/2003	132813	RUSSELL W LANE JR	70.80
199287	6/2/2003	102491	LARUE DISTRIBUTING INC	224.23
199288	6/2/2003	131498	LATTE LOUNGE	430.22
199289	6/2/2003	109816	JILL C LAVENE	124.50
199292	6/2/2003	130792	LEARNING RESOURCES	17.90
199293	6/2/2003	106469	LEGO DACTA-PITSCO LLC	738.10
199295	6/2/2003	106403	LESCO	698.90
199296	6/2/2003	059300	CAROL A LEWIS	62.78
199298	6/2/2003	132137	JULIE LI	31.03
199299	6/2/2003	059380	LIBRARY VIDEO COMPANY	615.05
199300	6/2/2003	059470	LIEN TERMITE & PEST CONTROL INC	1,158.00
199301	6/2/2003	059560	LINWELD INC	370.93
199302	6/2/2003	131970	LITHIA FORD OF OMAHA	65.92
199303	6/2/2003	109829	JESSICA L LITTLEJOHN	368.65
199305	6/2/2003	060023	NEBRASKA SPORTS INDUSTRIES INC.	345.70
199306	6/2/2003	060111	LOVELESS MACHINE & GRINDING	34.00
199307	6/2/2003	131397	LOWE'S HOME CENTERS INC	146.95
199308	6/2/2003	057770	LRP PUBLICATIONS INC	449.50

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199309	6/2/2003	131013	PING LU	324.12
199311	6/2/2003	099321	MACKIN BOOK COMPANY	383.52
199312	6/2/2003	109834	JOHN MACLEAN	136.08
199313	6/2/2003	063781	MALECKI MUSIC	82.46
199316	6/2/2003	064139	MASTER MECHANICAL SERVICE, INC.	3,823.78
199317	6/2/2003	064142	MASTER TEACHER	17.20
199319	6/2/2003	108052	MAX I WALKER	224.06
199320	6/2/2003	132893	TAMARA R MCCANN	159.45
199321	6/2/2003	131019	RICHARD MCCOLLOM	22.57
199322	6/2/2003	107470	MCGILL ASBESTOS ABATEMENT CO.	250.00
199323	6/2/2003	063349	MCGRAW-HILL COMPANIES	1,072.06
199325	6/2/2003	132852	KRISTI L MCKAMY	13.98
199326	6/2/2003	131831	LEIGH N MCKEEHAN	20.00
199327	6/2/2003	099781	MCQUEENY LOCK COMPANY	329.58
199328	6/2/2003	064260	MECHANICAL SALES INC.	60.07
199330	6/2/2003	101889	MEP SCHOOL DIVISION	678.37
199331	6/2/2003	064600	METAL DOORS & HARDWARE COMPANY INC	455.00
199332	6/2/2003	108304	METRO MEDICAL TRANSPORTATION	500.00
199335	6/2/2003	064800	METRO UTILITIES DISTRICT OF OMAHA	57,545.88
199337	6/2/2003	064834	MID-AMERICA COUNCIL BOY SCOUTS	352.00
199338	6/2/2003	102870	MIDLAND COMPUTER INC	15,598.88
199339	6/2/2003	064833	MIDLANDS BUSINESS JOURNAL	74.95
199340	6/2/2003	648477	MIDLANDS MESSENGER SERVICE INC	270.30
199341	6/2/2003	034166	MIDWEST CONCEPTS CORPORATION	115.00
199342	6/2/2003	064950	MIDWEST METAL WORKS INC	143.00
199343	6/2/2003	064952	MIDWEST MINOR MEDICAL, P.C.	60.00
199344	6/2/2003	064980	MIDWEST SOUND & LIGHTING INC	250.00
199345	6/2/2003	065233	MIDWEST TURF & IRRIGATION INC	2,159.76
199346	6/2/2003	132810	MIKE PLAMBECK PLUMBING LLC	1,830.75
199348	6/2/2003	065400	MILLARD LUMBER INC	183.93
199349	6/2/2003	099585	MILLARD MANUFACTURING COMPANY	395.00
199350	6/2/2003	065410	MILLARD SCHOOLS ADMINISTRATIVE	260.40

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199352	6/2/2003	065350	MILLARD TRUE VALUE HARDWARE	161.27
199353	6/2/2003	132881	SCOTT M MILLIKEN	537.00
199354	6/2/2003	100316	MINDWARE	20.45
199355	6/2/2003	065895	MODERN SCHOOL SUPPLIES INC	122.54
199356	6/2/2003	065950	MODERN SOUND PICTURES, INC.	55.95
199358	6/2/2003	109149	JULIE MOESSNER	17.44
199359	6/2/2003	066105	STEVE MOORE	29.29
199360	6/2/2003	132883	KRISTA L MORAVEC	26.60
199362	6/2/2003	066490	JANIS R MULLINS	186.08
199363	6/2/2003	063115	MULTI-HEALTH SYSTEMS	228.80
199364	6/2/2003	102728	MUNROE MEYER INSTITUTE	176.00
199366	6/2/2003	099662	NAESP	24.30
199367	6/2/2003	066996	NAPA/GENUINE PARTS COMPANY	100.56
199368	6/2/2003	067000	NASCO	1,090.92
199369	6/2/2003	067087	NATIONAL ASSOCIATION FOR	70.00
199370	6/2/2003	132854	NATIONAL SAFETY COUNCIL	874.60
199371	6/2/2003	067996	JOHN C NOWELL	125.10
199372	6/2/2003	102067	NCA COMMISSION ON SCH (SEEVN069785	210.00
199373	6/2/2003	130548	NCS PEARSON INC	11,343.59
199374	6/2/2003	068334	NEBRASKA AIR FILTER, INC.	2,215.94
199376	6/2/2003	131014	NEBRASKA CAREER INFO SYSTEM	4,440.00
199377	6/2/2003	068415	NEBRASKA COUNCIL OF SCHOOL	160.00
199378	6/2/2003	068445	NEBRASKA FURNITURE MART INC	781.84
199379	6/2/2003	107973	NEBRASKA PNEUMATICS, INC.	230.61
199380	6/2/2003	068684	NEBRASKA SCIENTIFIC	160.08
199381	6/2/2003	131476	NEBRASKA TURF PRODUCTS	1,211.50
199382	6/2/2003	068832	NEBRASKA TURFGRASS FOUNDATION	402.90
199383	6/2/2003	068801	NEBRASKA WORKFORCE DEVELOPMENT	75.00
199385	6/2/2003	100216	NETA	4,310.00
199386	6/2/2003	109843	NEXTEL PARTNERS INC	1,098.07
199387	6/2/2003	109843	NEXTEL PARTNERS INC	796.90
199388	6/2/2003	109843	NEXTEL PARTNERS INC	606.23

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199389	6/2/2003	109843	NEXTEL PARTNERS INC	678.87
199390	6/2/2003	132576	THUONG T NGUYEN	25.00
199392	6/2/2003	132853	JAYNE L NIELSEN	5.95
199393	6/2/2003	106326	NILA J NIELSEN	134.03
199394	6/2/2003	099775	NJL ASSOCIATES INC	117.00
199395	6/2/2003	069675	NOBBIES	151.77
199396	6/2/2003	107777	BRUCE J NOBLE	16.70
199397	6/2/2003	069689	NOGG CHEMICAL & PAPER	430.89
199398	6/2/2003	069741	DAVID M NOODELL	50.00
199399	6/2/2003	132864	ALLISON NORRIS	40.00
199400	6/2/2003	069930	NOVA HEALTH EQUIPMENT COMPANY	9,122.81
199401	6/2/2003	069945	NUTS & BOLTS, INC.	9.10
199403	6/2/2003	099235	NYSTROM	728.69
199404	6/2/2003	107723	O'CONNOR COMPANY, INC.	187.47
199405	6/2/2003	070250	O'KEEFE ELEVATOR COMPANY, INC.	192.00
199408	6/2/2003	100013	OFFICE DEPOT BUS. SVCS. DIV.	15,135.11
199409	6/2/2003	101147	OFFICE MAX #521	214.00
199410	6/2/2003	070245	OHARCO DISTRIBUTORS	290.67
199412	6/2/2003	070662	OMAHA HEARING SCHOOL FOR CHILDREN	3,673.46
199414	6/2/2003	071025	OMAHA TRUCK CENTER INC	6.50
199415	6/2/2003	071053	OMAHA WORLD HERALD (EDUC)	200.16
199416	6/2/2003	102513	OPTIONS PUBLISHING INC	410.25
199417	6/2/2003	107193	OTIS ELEVATOR COMPANY	1,771.97
199419	6/2/2003	071240	OXFORD UNIVERSITY PRESS INC	48.94
199420	6/2/2003	132825	PACIFIC LEARNING	269.28
199421	6/2/2003	071515	PAINTIN PLACE CERAMICS INC	277.50
199422	6/2/2003	121128	DANIEL L PARKISON	188.80
199424	6/2/2003	132006	ANDREA L PARSONS	93.26
199425	6/2/2003	108098	ANGELO D PASSARELLI	936.32
199427	6/2/2003	020175	PAUL H BROOKES PUBLISHING CO	303.00
199428	6/2/2003	071891	PAYFLEX SYSTEMS USA, INC.	4,265.10
199429	6/2/2003	102047	PAYLESS OFFICE PRODUCTS, INC.	572.00

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Check Number	Date	Vendor No	Vendor Name	Amount
199430	6/2/2003	131610	PB&J MARKETING COOPERATIVE, INC.	45.00
199431	6/2/2003	071305	PBS VIDEO	67.95
199432	6/2/2003	132718	PC AMERICA	418.00
199433	6/2/2003	071353	WARFIELD PCI LIMITED	67.47
199434	6/2/2003	109027	PEARSON EDUCATION	5,094.85
199435	6/2/2003	109831	JANET PELSTER	343.10
199436	6/2/2003	102503	PERFORMANCE LEARNING INC	154.75
199438	6/2/2003	072216	PERMA BOUND	329.57
199439	6/2/2003	131302	LYNETTE A PERRY	370.29
199442	6/2/2003	102824	PEYTRAL PUBLICATIONS INC	442.60
199443	6/2/2003	072382	SHEILA M PHELPS	15.00
199444	6/2/2003	106967	PHILFLEET ADVANTAGE	2,765.68
199445	6/2/2003	072450	PHILLIPS 66 COMPANY	2,453.16
199447	6/2/2003	072468	PHYSICIAN SALES & SERVICE	375.00
199449	6/2/2003	130721	MARY J PILLE	133.57
199451	6/2/2003	072750	PITNEY BOWES CREDIT CORP	73.92
199453	6/2/2003	108071	PITTSBURGH PAINTS-5508	504.49
199454	6/2/2003	072850	PLAYTIME EQUIPMENT & SCHOOL SUPPLY	15,633.70
199455	6/2/2003	073011	JUDITH E PORTER	14.62
199456	6/2/2003	079051	POSITIVE PROMOTIONS INC	115.96
199458	6/2/2003	131835	PRAIRIE MECHANICAL CORP.	410.50
199460	6/2/2003	073231	PRECISION INDUSTRIES, INC.	145.87
199461	6/2/2003	132094	PREMIER AGENDAS, INC.SEE V#072349	292.30
199462	6/2/2003	106755	GAYLE A PRESTON	46.80
199463	6/2/2003	109845	CHRISTINA PREUSS	58.90
199464	6/2/2003	073427	PRO-ED	628.10
199465	6/2/2003	107657	PROTEC SYSTEMS LLC	65.00
199466	6/2/2003	073040	PSI GROUP-OMAHA	10,000.00
199467	6/2/2003	099551	PSYCHOLOGICAL CORPORATION	68.42
199469	6/2/2003	102241	PYRAMID SCHOOL PRODUCTS	17,277.65
199471	6/2/2003	077750	QUILL CORP	604.61
199472	6/2/2003	090673	QWEST	30,298.99

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199473	6/2/2003	090673	QWEST	45.02
199474	6/2/2003	106214	BRUCE BRIAN RADIL	250.00
199475	6/2/2003	109143	SANDRA L RALYA	23.73
199476	6/2/2003	078420	RAWSON & SONS ROOFING, INC.	7,915.00
199478	6/2/2003	100642	REALLY GOOD STUFF INC	157.95
199479	6/2/2003	078670	REAMS SPRINKLER SUPPLY COMPANY INC	1,439.48
199480	6/2/2003	132808	REBECCA SNYDER SPEECH SERVICES	4,150.00
199481	6/2/2003	078674	RECORDED BOOKS LLC	5.95
199482	6/2/2003	100029	REDLEAF PRESS	19.45
199483	6/2/2003	132392	REFEREE MAGAZINE	39.95
199484	6/2/2003	078760	REGAL AWARDS, INC.	879.17
199485	6/2/2003	078772	REGAL PLASTIC SUPPLY COMPANY	242.20
199487	6/2/2003	132891	BETH M REITZ	224.00
199490	6/2/2003	102249	RELIABLE OFFICE SUPPLIES	85.95
199491	6/2/2003	078958	REMEDIA PUBLICATIONS	22.98
199492	6/2/2003	078967	RENTAL CITY	22.00
199493	6/2/2003	106396	SUSAN A RHODES	20.75
199494	6/2/2003	079190	RIGBY EDUCATION	152.60
199495	6/2/2003	079198	PATRICIA A RITCHIE	198.67
199496	6/2/2003	099555	RIVERSIDE PUBLISHING COMPANY	62.09
199497	6/2/2003	131376	ROBERT BROOKE & ASSOCIATES, INC.	85.63
199498	6/2/2003	079310	ROCKBROOK CAMERA CENTER	593.00
199500	6/2/2003	079440	ROSENBAUM ELECTRIC INC	4,561.89
199501	6/2/2003	131999	DONALD A RULEAUX	125.93
199502	6/2/2003	132885	DEBORAH L RYCKMAN	14.97
199503	6/2/2003	079685	S & W FENCE COMPANY	30.00
199504	6/2/2003	081491	SAGE PUBLICATIONS, INC.	59.74
199507	6/2/2003	081800	SAX ARTS & CRAFTS INC	310.31
199511	6/2/2003	107631	PATRICK E SCHMIDT JR.	175.22
199512	6/2/2003	081891	SCHMITT MUSIC CENTER	92.00
199513	6/2/2003	100581	SCHOLASTIC BOOK CLUBS INC	114.00
199514	6/2/2003	099640	SCHOLASTIC BOOK FAIRS	400.00

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199515	6/2/2003	132597	SCHOLASTIC BOOK FAIRS	204.56
199517	6/2/2003	082100	SCHOLASTIC INC	733.97
199518	6/2/2003	082200	SCHOOL HEALTH CORPORATION	3,473.43
199519	6/2/2003	130526	SCHOOL MEDIA ASSOCIATES	551.25
199520	6/2/2003	082350	SCHOOL SPECIALTY INC	293.89
199521	6/2/2003	082378	SCHRIER FORD	133.85
199522	6/2/2003	082475	SCIENCE KIT & BOREAL LABORATORIES	129.64
199523	6/2/2003	082910	SECURITY EQUIPMENT INC	2,660.43
199525	6/2/2003	083175	SHEPPARD'S BUSINESS INTERIORS	656.67
199526	6/2/2003	132734	SHIP MAIL & MORE	58.48
199527	6/2/2003	083219	SHOPKO STORE #056	99.27
199528	6/2/2003	130893	SHOPPING MADE EASY.COM,INC.	1,306.46
199530	6/2/2003	083400	SIMPLEXGRINNELL	3,065.65
199531	6/2/2003	106743	DONNA K SLOSSON	141.03
199532	6/2/2003	099592	SMILE MAKERS, INC.	45.65
199533	6/2/2003	107093	CHARLENE S SNYDER	184.21
199534	6/2/2003	083950	SOCIAL STUDIES SCHOOL SERVICE	792.84
199535	6/2/2003	102264	SOFTWARE PLUS	375.04
199536	6/2/2003	109793	SOLUTION ONE	414.10
199537	6/2/2003	130722	SOLUTIONS FOR YOUR OFFICE	585.66
199538	6/2/2003	084081	SOUTH OMAHA TERMINAL WAREHOUSE CO	187.20
199539	6/2/2003	102524	SPALDING EDUCATION INTERNATIONAL	169.40
199542	6/2/2003	132441	SPECTRUM PRODUCTS	295.33
199543	6/2/2003	084326	SPORTIME	23.16
199544	6/2/2003	084415	STANDARD STATIONERY SUPPLY CO	89.60
199546	6/2/2003	100217	STEPHENSON SCHOOL SUPPLY CO.	45.81
199547	6/2/2003	084622	JOANNE T STEVENS	56.21
199548	6/2/2003	132785	JAMIE SUAREZ DELGADO	37.50
199549	6/2/2003	084689	SULLIVAN SEWER SERVICE INC	874.00
199550	6/2/2003	109822	BRAD D SULLIVAN	114.98
199551	6/2/2003	084781	SUMMIT LEARNING	25.95
199552	6/2/2003	132400	SUN TURF, INC.	294.94

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199553	6/2/2003	102869	SUPER SAVER #20	689.84
199554	6/2/2003	130691	MARY M SWANGER	31.29
199555	6/2/2003	088654	TARGET	68.36
199556	6/2/2003	088660	LINDA TAUSZ	205.76
199557	6/2/2003	109041	TEACHER'S DISCOVERY (FOREIGNL)	184.35
199558	6/2/2003	101393	TEACHERS VIDEO COMPANY	1,458.28
199559	6/2/2003	088830	TED'S MOWER SALES & SERVICE INC	11.21
199560	6/2/2003	106697	LINDA A TERRY	68.36
199562	6/2/2003	132894	JACQUELINE T TEVIS-BUTLER	20.61
199564	6/2/2003	132345	THOUGHTFUL EDUCATION PRESS	62.65
199566	6/2/2003	132690	TKC REPROGRAPHICS	1,280.55
199568	6/2/2003	131560	KATHLEEN K TORRES	23.33
199569	6/2/2003	108055	TRADE WELL PALLET INC	630.00
199570	6/2/2003	106364	TRANE COMPANY	182.00
199571	6/2/2003	132575	TRANS-EUROPEAN STUDENT PROGRAMS	259.00
199572	6/2/2003	089740	JEFFREY MEYERS	204.12
199573	6/2/2003	107719	KIMBERLY P TRISLER	28.47
199574	6/2/2003	103111	TRUE COLORS	109.08
199575	6/2/2003	102846	ULTIMATE OFFICE INC	40.90
199576	6/2/2003	090678	UNISOURCE	12,608.63
199577	6/2/2003	090214	UNITED ELECTRIC SUPPLY CO INC	35.13
199578	6/2/2003	090250	UNITED SEEDS INC.	2,610.00
199579	6/2/2003	068875	UNIV OF NE MED CENTER	2,674.00
199580	6/2/2003	100096	UNIVERSITY OF NE AT LINCOLN	569.00
199582	6/2/2003	130264	UNIVERSITY OF NEBRASKA STATE MUSEUM	35.00
199583	6/2/2003	068839	UNIVERSITY OF NEBRASKA-KEARNEY	55.00
199584	6/2/2003	090900	UNIVERSITY PUB, INC.	634.80
199585	6/2/2003	090632	US TOY CO/CONSTRUCTIVE PLAYTHINGS	13.44
199586	6/2/2003	099266	USA TODAY	238.00
199587	6/2/2003	106173	UTA HALEE GIRLS VILLAGE	4,913.68
199588	6/2/2003	091040	VALENTINOS INC	464.87
199589	6/2/2003	108210	MARY J VAP	18.61

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199590	6/2/2003	083340	VERNE SIMMONDS COMPANY	98.05
199592	6/2/2003	092600	VOSS ELECTRIC CO	156.00
199593	6/2/2003	092789	WALDINGER CORPORATION	2,317.48
199594	6/2/2003	092834	WALKER TIRE INC	115.76
199595	6/2/2003	131112	LINDA WALTERS	111.79
199596	6/2/2003	093650	WARD'S NATURAL SCIENCE EST INC	188.80
199597	6/2/2003	093765	WATER ENGINEERING, INC.	1,850.00
199598	6/2/2003	093772	WATKINS CONCRETE BLOCK CO. INC.	50.40
199599	6/2/2003	109810	BETHANY B WATSON	135.05
199601	6/2/2003	093978	BECKY S WEGNER	133.59
199603	6/2/2003	131499	WESTERN BOWL LLC	84.00
199605	6/2/2003	094245	WESTLAKE ACE HARDWARE INC	804.00
199606	6/2/2003	094630	WESTONE LABORATORIES	108.00
199607	6/2/2003	094650	WESTSIDE COMMUNITY SCHOOLS	685.00
199608	6/2/2003	131622	WIDE WORLD PUBLISHING	16.90
199609	6/2/2003	109119	TRACEY A WIESER	15.33
199610	6/2/2003	079693	WILLIAM H SADLIER INC	30.80
199612	6/2/2003	132299	KATY WINGENDER	11.50
199613	6/2/2003	095258	THOMAS C WISE	63.08
199614	6/2/2003	132890	RICHARD E WITT	5,041.68
199615	6/2/2003	109073	CRAIG J WOLF	180.31
199616	6/2/2003	132877	MELANIE M WOLFF	79.00
199617	6/2/2003	130716	SUSAN J WOOSTER	68.80
199618	6/2/2003	095362	NANCY R MCGRATH	17.00
199620	6/2/2003	132857	ROXANN K WORLEY	135.33
199621	6/2/2003	107149	MONICA R WORMINGTON	180.69
199622	6/2/2003	109043	WORTHINGTON DIRECT HOLDINGS	149.85
199624	6/2/2003	095491	GLEN E WRAGGE	273.64
199626	6/2/2003	044950	WW GRAINGER INC	1,080.86
199627	6/2/2003	101370	XEROX CORPORATION (ORDERS)	5,600.00
199628	6/2/2003	096200	YOUNG & WHITE	12,809.06
199629	6/2/2003	099212	ZANER BLOSER INC	408.70

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199630	6/2/2003	099255	ZEPHYR PRESS	71.80
Total for GENERAL FUND				720,251.89
199006	6/2/2003	109079	ALLTEL	-570.80
199086	6/2/2003	025150	CIACCIO-DENNELL GROUP INC	4,429.00
199099	6/2/2003	025689	COMPUTER CABLE CONNECTION INC	658.60
199122	6/2/2003	131003	DAILY RECORD	76.48
199160	6/2/2003	099776	ORVILLE EICH	4,136.00
199169	6/2/2003	106735	JOHN T FABRY	27.78
199227	6/2/2003	132423	HEWLET PACKARD CO	1,784.00
199338	6/2/2003	102870	MIDLAND COMPUTER INC	309.56
199339	6/2/2003	064833	MIDLANDS BUSINESS JOURNAL	76.35
199348	6/2/2003	065400	MILLARD LUMBER INC	177.10
199352	6/2/2003	065350	MILLARD TRUE VALUE HARDWARE	40.88
199457	6/2/2003	073210	PRAIRIE CONSTRUCTION COMPANY	2,200.00
199459	6/2/2003	132337	PRE-OWNED ELECTRONICS, INC.	124.28
199500	6/2/2003	079440	ROSENBAUM ELECTRIC INC	3,377.85
199510	6/2/2003	081880	SCHEMMER ASSOCATES, INC.	8,894.68
199541	6/2/2003	130500	SPEC PRO	27,287.00
Total for SPECIAL BUILDING				53,028.76
199014	6/2/2003	012989	APPLE COMPUTER, INC.	1,360.96
199026	6/2/2003	107164	AUTOMATED BUSINESS FORMS	1,000.00
199031	6/2/2003	017611	ANGELA R BAHNSEN	104.39
199038	6/2/2003	099646	BARNES & NOBLE BOOKSTORE(OAKV)	462.80
199056	6/2/2003	100056	BORDERS BOOKS & MUSIC	83.44
199058	6/2/2003	019559	BOUND TO STAY BOUND BOOKS INC	1,791.80
199060	6/2/2003	132888	MICHELLE M BOYD	104.39
199085	6/2/2003	097900	CHILDSWORK CHILDSPLAY LLC	1,176.23
199097	6/2/2003	132886	SANDRA R COLE	214.53
199125	6/2/2003	032255	DAVIS PUBLICATIONS INC	1,119.85
199148	6/2/2003	099545	EDUCATION FUNDING RESEARCH COUNCIL	65.45
199167	6/2/2003	035620	ETR ASSOCIATES	241.89

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199178	6/2/2003	033373	JULIE FJELL	300.00
199180	6/2/2003	041086	FLINN SCIENTIFIC INC	353.25
199183	6/2/2003	041100	FOLLETT LIBRARY RESOURCES	3,770.93
199198	6/2/2003	106129	LINDA L GIBBS	291.50
199208	6/2/2003	101221	GREAT SOURCE EDUCATION GROUP	50.05
199219	6/2/2003	047855	HARCOURT INC	11,822.36
199227	6/2/2003	132423	HEWLET PACKARD CO	25,347.00
199238	6/2/2003	102075	HOSTS LEARNING	5,900.00
199239	6/2/2003	049650	HOUGHTON MIFFLIN COMPANY	528.19
199258	6/2/2003	131367	AMANDA J JOHNSON	44.51
199264	6/2/2003	132754	JOURNEYWORKS PUBLISHING	217.80
199283	6/2/2003	058755	LIDLAW TRANSIT INC	80.34
199290	6/2/2003	131568	LEADERSHIP TALKS TECHNOLOGY ACADEMY	30.00
199291	6/2/2003	131568	LEADERSHIP TALKS TECHNOLOGY ACADEMY	3,975.00
199299	6/2/2003	059380	LIBRARY VIDEO COMPANY	30.65
199314	6/2/2003	063920	MARCO PRODUCTS INC	123.86
199323	6/2/2003	063349	MCGRAW-HILL COMPANIES	14,576.45
199329	6/2/2003	130090	MEDIA PRO	555.75
199338	6/2/2003	102870	MIDLAND COMPUTER INC	40.89
199350	6/2/2003	065410	MILLARD SCHOOLS ADMINISTRATIVE	4.40
199351	6/2/2003	108451	MILLARD SCHOOLS HOT LUNCH FUND	248.50
199375	6/2/2003	068340	NEBRASKA ASSOCIATION FOR GIFTED	375.00
199385	6/2/2003	100216	NETA	780.00
199393	6/2/2003	106326	NILA J NIELSEN	104.39
199403	6/2/2003	099235	NYSTROM	285.30
199408	6/2/2003	100013	OFFICE DEPOT BUS. SVCS. DIV.	377.75
199411	6/2/2003	099658	OMAHA CHILDRENS MUSEUM	60.00
199434	6/2/2003	109027	PEARSON EDUCATION	12,104.63
199437	6/2/2003	131487	PERFORMANCE RESOURCE PRESS	86.84
199438	6/2/2003	072216	PERMA BOUND	386.88
199477	6/2/2003	102949	READING HELPER INC.	74.25
199508	6/2/2003	131556	PATRICIA A SCALISE	110.23

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199516	6/2/2003	081990	SCHOLASTIC ED TECH	227.55
199517	6/2/2003	082100	SCHOLASTIC INC	151.56
199520	6/2/2003	082350	SCHOOL SPECIALTY INC	34.70
199529	6/2/2003	083239	NANCY R. SIEGERT	300.00
199540	6/2/2003	130487	SPEAKING SOLUTIONS	2,261.52
199551	6/2/2003	084781	SUMMIT LEARNING	70.51
199553	6/2/2003	102869	SUPER SAVER #20	7.62
199561	6/2/2003	130385	MELODY TETEN	300.00
199563	6/2/2003	108393	NANCY THOMPSON	150.00
199581	6/2/2003	068834	UNIVERSITY OF NEBRASKA-LINCOLN	950.00
199588	6/2/2003	091040	VALENTINOS INC	48.35
199619	6/2/2003	095376	WORLD BOOK INC	849.00
Total for GRANT FUND				96,113.24
199051	6/2/2003	019111	BISHOP BUSINESS EQUIPMENT	5,750.00
199378	6/2/2003	068445	NEBRASKA FURNITURE MART INC	252.49
Total for DEPRECIATION				6,002.49
199144	6/2/2003	130908	DOUGLAS COUNTY SCHOOL DIST.28-0001	269,559.74
Total for INTERLOCAL FUND				269,559.74
198996	6/2/2003	010037	ABC SCHOOL SUPPLY COMPANY	88.53
199006	6/2/2003	109079	ALLTEL	12.50
199011	6/2/2003	107791	MEREDITH LEIGH ANDREWS	72.00
199014	6/2/2003	012989	APPLE COMPUTER, INC.	17.10
199018	6/2/2003	132792	KEITH PICKETT	56.00
199032	6/2/2003	132765	KYLE BAINBRIDGE	128.00
199033	6/2/2003	132743	NICK BAKER	64.00
199043	6/2/2003	132123	AMANDA C BENAK	64.00
199058	6/2/2003	019559	BOUND TO STAY BOUND BOOKS INC	448.90
199072	6/2/2003	132220	LILY CAREY	128.00
199073	6/2/2003	054237	CARL JARL LOCKSMITHS	18.00
199076	6/2/2003	108485	COLLEEN CARNABY	135.00
199077	6/2/2003	132729	ERIN CARTER	32.00

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199079	6/2/2003	131863	MEGAN M CHALUPA	128.00
199082	6/2/2003	132107	SARAH CHERMOK	128.00
199083	6/2/2003	024652	CHILDCRAFT EDUCATION CORP	769.66
199091	6/2/2003	132759	JUSTIN CLARK	64.00
199103	6/2/2003	132757	JAMES COOK	64.00
199114	6/2/2003	132725	CURRY BROTHERS MOTORSPORTS	2,700.00
199115	6/2/2003	132745	ASHLEY CURTIS	64.00
199118	6/2/2003	130731	D & D COMMUNICATIONS	1,482.00
199128	6/2/2003	132744	BREANNA DEGEORGE	32.00
199136	6/2/2003	099220	DICK BLICK	152.62
199142	6/2/2003	099552	DISCOUNT SCHOOL SUPPLY	37.37
199143	6/2/2003	033720	DOMINIE PRESS INC	43.40
199162	6/2/2003	038225	ELLISON EDUCATIONAL EQUIPMENT INC	1,034.25
199165	6/2/2003	131569	BENJAMIN G. ESTEP	32.00
199166	6/2/2003	035610	ETA/CUISENAIRE	313.12
199183	6/2/2003	041100	FOLLETT LIBRARY RESOURCES	437.70
199184	6/2/2003	100307	FOOD SERVICES OF AMERICA	910.81
199201	6/2/2003	109820	KRISTY GMEINER	48.00
199205	6/2/2003	108163	FARRAH GRANT	80.00
199215	6/2/2003	107785	HEATHER HANSSEN	150.00
199228	6/2/2003	048710	HIGHSMITH COMPANY INC	686.00
199229	6/2/2003	132833	BRANDON HILE	108.00
199230	6/2/2003	131628	CRYSTAL L HILL	64.00
199234	6/2/2003	132761	ASHLEY HOLTHAUS	128.00
199247	6/2/2003	101435	INNOVATIVE LABORATORY SYSTEMS INC	2,212.62
199262	6/2/2003	132834	MANDY JORGENSEN	192.00
199266	6/2/2003	131629	MAX KAETER	56.00
199270	6/2/2003	108194	KRISTYN KIENY	64.00
199273	6/2/2003	132358	DAWN KLAIBER	116.00
199274	6/2/2003	108472	KELLY KLAIBER	145.00
199284	6/2/2003	099217	LAKESHORE LEARNING MATERIALS	34.90
199294	6/2/2003	131861	NATHAN LENZEN	96.00

Millard Public Schools

Check Register for 6/2/2003 - 6/2/2003

Date: 5/28/2003

Check Number	Date	Vendor No	Vendor Name	Amount
199297	6/2/2003	132746	COURTNEY LEZANIC	64.00
199304	6/2/2003	107792	MEREDITH RAE LONG	150.00
199307	6/2/2003	131397	LOWE'S HOME CENTERS INC	215.16
199310	6/2/2003	107802	JOANNA LUEBBERT	80.00
199315	6/2/2003	132764	ELIZABETH MARTY	128.00
199318	6/2/2003	130937	ANDY MATZ	36.00
199324	6/2/2003	063349	MCGRAW-HILL COMPANIES	1,224.97
199336	6/2/2003	131945	CASSIE MEYER	80.00
199338	6/2/2003	102870	MIDLAND COMPUTER INC	651.37
199347	6/2/2003	065300	MILLARD DRYWALL SERVICES, INC.	289.68
199348	6/2/2003	065400	MILLARD LUMBER INC	364.42
199357	6/2/2003	108214	KYLE MODLIN	144.00
199361	6/2/2003	132104	KYLE MULLIGAN	92.00
199365	6/2/2003	130934	MEGHAN A. MURPHY	96.00
199391	6/2/2003	131573	ERIC NICHOLS	96.00
199401	6/2/2003	069945	NUTS & BOLTS, INC.	2.92
199402	6/2/2003	130935	ERICA NUZZOLILLO	96.00
199410	6/2/2003	070245	OHARCO DISTRIBUTORS	554.00
199413	6/2/2003	070850	OMAHA SLINGS INC	13.50
199418	6/2/2003	071178	OUTDOOR RECREATION PRODUCTS	2,526.11
199423	6/2/2003	132763	JILLIAN PARRISH	96.00
199426	6/2/2003	071760	PATTON EQUIPMENT COMPANY INC	483.00
199440	6/2/2003	132270	NICK PETERSEN	20.00
199441	6/2/2003	131700	CHARLIE PETROSIK	252.00
199446	6/2/2003	072464	PHONIC EAR INC	790.25
199448	6/2/2003	130938	AARON LYLE PIGULA	136.00
199450	6/2/2003	132762	KATELYN PIRNIE	128.00
199452	6/2/2003	072760	PITSCO INC	64.79
199468	6/2/2003	108000	EMILY PUFALL	135.00
199470	6/2/2003	132122	TARA QUANDT	64.00
199472	6/2/2003	090673	QWEST	150.00
199486	6/2/2003	132760	JENNIFER REINER	128.00

Millard Public Schools

Check Register for 6/2/2003 - 6/2/2003

Date: 5/28/2003

Check Number	Date	Vendor No	Vendor Name	Amount
199488	6/2/2003	108467	KRISTIN REITZ	128.00
199489	6/2/2003	132758	PAIGE REITZ	96.00
199494	6/2/2003	079190	RIGBY EDUCATION	608.22
199498	6/2/2003	079310	ROCKBROOK CAMERA CENTER	941.00
199499	6/2/2003	108003	WHITNEY ROGERS	150.00
199505	6/2/2003	108469	ANGELA SAKARIS	128.00
199506	6/2/2003	132861	BENJAMINE SAMSON	16.00
199507	6/2/2003	081800	SAX ARTS & CRAFTS INC	50.75
199509	6/2/2003	132876	SCARLET THREAD EMBROIDERY INC	270.00
199524	6/2/2003	130563	RYAN SHAFFER	96.00
199545	6/2/2003	132328	KAYLA STAUFFER	200.00
199565	6/2/2003	131865	ALEX TIES	96.00
199567	6/2/2003	101910	TOOL CRIB	679.96
199591	6/2/2003	107514	BRITTNEY VONTZ	36.00
199600	6/2/2003	132747	ALLISON WAY	64.00
199602	6/2/2003	094129	NICHOLAS LEE WENNSTEDT	64.00
199605	6/2/2003	094245	WESTLAKE ACE HARDWARE INC	98.93
199611	6/2/2003	132727	ALLEN WILLIAMS	100.00
199623	6/2/2003	095441	JERRY WORTMAN	90.00
199625	6/2/2003	131589	ERIC WRIGHT	92.00

Total for ACTIVITY FUND**27,193.51****Report Total****1,172,149.63**

Millard Public Schools

Check Register for 5/22/2003 - 5/22/2003

Date: 5/22/2003

Check Number	Date	Vendor No	Vendor Name	Amount
198518	5/22/2003	130287	ACTEN	85.00
198522	5/22/2003	045305	GUILFORD PUBLISHING, INC.	52.08
198523	5/22/2003	132872	HOPE FOUNDATION INC	1,110.00
198524	5/22/2003	132871	IAJE	199.00
198525	5/22/2003	130135	JOSEPH J. MARTINEC JR.	187.50
198526	5/22/2003	064008	JOSEPH J. MARTINEC	187.50
198527	5/22/2003	063263	MARY L MCCOY	540.00
198529	5/22/2003	065310	MILLARD PUBLIC SCHOOLS FOUNDATION	400.00
198530	5/22/2003	068393	NEBRASKA STATE PATROL	100.00
198533	5/22/2003	070700	OMAHA PAPER COMPANY INC.	45,804.81
Total for GENERAL FUND				48,665.89
198528	5/22/2003	107470	MCGILL ASBESTOS ABATEMENT CO.	1,750.00
198534	5/22/2003	132875	CURTIS SEIBEL	6,000.00
Total for SPECIAL BUILDING				7,750.00
198519	5/22/2003	107454	CHRISTOPHER COLLING	120.00
198531	5/22/2003	107732	BRIAN L. NELSON	440.00
198532	5/22/2003	132838	OLLIE WEBB CENTER	1,488.79
Total for GRANT FUND				2,048.79
198520	5/22/2003	100307	FOOD SERVICES OF AMERICA	126.61
198521	5/22/2003	132873	WALTER B GRAHAM	150.00
198535	5/22/2003	107755	ARTHUR J. SILKNITTER JR.	350.00
Total for ACTIVITY FUND				626.61
198534	5/22/2003	132875	CURTIS SEIBEL	-240.00
Total for				-240.00
Report Total				58,851.29

Millard Public Schools

Check Register for 5/15/2003 - 5/15/2003

Date: 5/15/2003

Check Number	Date	Vendor No	Vendor Name	Amount
198491	5/15/2003	010946	JEFFREY S ALFREY	602.63
198492	5/15/2003	132274	TIMOTHY D BARNER	235.13
198493	5/15/2003	020101	LAURIE R BRODEUR	120.00
198495	5/15/2003	026660	WILLIAM J CRAWFORD	46.04
198497	5/15/2003	041543	AMY J FRIEDMAN	214.28
198498	5/15/2003	130083	HARRY S GRIMMINGER	159.60
198499	5/15/2003	106386	DONNA R HELVERING	332.94
198500	5/15/2003	060153	KEITH W LUTZ	279.00
198501	5/15/2003	130135	JOSEPH J. MARTINEC JR.	112.50
198502	5/15/2003	064007	CATHERINE MARTINEC	262.50
198503	5/15/2003	064008	JOSEPH J. MARTINEC	187.50
198504	5/15/2003	065410	MILLARD SCHOOLS ADMINISTRATIVE	577.66
198505	5/15/2003	068393	NEBRASKA STATE PATROL	250.00
198508	5/15/2003	132835	OMAHA ARCHDIOCESE NATIONAL CATHOLIC	152.00
198509	5/15/2003	070700	OMAHA PAPER COMPANY INC.	472.16
198510	5/15/2003	132837	READERS DIGEST NATIONAL WORD	40.00
198511	5/15/2003	081630	SAM'S CLUB DIRECT	935.61
198512	5/15/2003	106807	JEAN M SCHUMACHER	1,072.68
198513	5/15/2003	132785	JAMIE SUAREZ DELGADO	75.00
198515	5/15/2003	090630	US POSTMASTER	111.00
Total for GENERAL FUND				6,238.23
198494	5/15/2003	107454	CHRISTOPHER COLLING	120.00
198506	5/15/2003	107732	BRIAN L. NELSON	460.00
198507	5/15/2003	132836	NSIAAA-LTC	75.00
Total for GRANT FUND				655.00
198496	5/15/2003	032071	JOHN D'ARCY	150.00
198514	5/15/2003	107756	CHIZUKO TAKECHI	150.00
198516	5/15/2003	095441	JERRY WORTMAN	33.00
Total for ACTIVITY FUND				333.00
Report Total				7,226.23

Hot Lunch Fund Millard Public Schools

Check Register for 6/2/2003 - 6/2/2003

Date: 5/28/2003

Check Number	Date	Vendor No	Vendor Name	Amount
17523	6/2/2003	109079	ALLTEL	565.38
17524	6/2/2003	025689	COMPUTER CABLE CONNECTION INC	355.00
17525	6/2/2003	054630	JOHNSTONE SUPPLY	24.28
17526	6/2/2003	065350	MILLARD TRUE VALUE HARDWARE	3.56
17527	6/2/2003	100013	OFFICE DEPOT BUS. SVCS. DIV.	35.10
Total for FOOD SERVICE				983.32
Report Total				983.32

Hot Lunch Fund Millard Public Schools

Check Register for 5/22/2003 - 5/22/2003

Date: 5/22/2003

Check Number	Date	Vendor No	Vendor Name	Amount
17522	5/22/2003	099444	NEBRASKA SCHOOL FOOD SERVICE	740.00
Total for FOOD SERVICE				740.00
Report Total				740.00

Hot Lunch Fund Millard Public Schools

Check Register for 5/15/2003 - 5/15/2003

Date: 5/15/2003

Check Number	Date	Vendor No	Vendor Name	Amount
17518	5/15/2003	131619	C E SUNDBERG CO	12.66
17519	5/15/2003	065438	MILLARD NORTH HIGH SCHOOL	5,731.81
17520	5/15/2003	065440	MILLARD SOUTH HIGH SCHOOL	4,657.94
17521	5/15/2003	065443	MILLARD WEST HIGH SCHOOL	6,534.99
Total for FOOD SERVICE				16,937.40
Report Total				16,937.40

AGENDA SUMMARY SHEET

Agenda Item: Approval of Policy 4155

Meeting Date: June 2, 2003

Department: Human Resources

Title and Brief Description: We are completing the examination and updating of the policies and rules in the 4000 series.

Action Desired: Approval

Background: This policy needs to be reviewed since it was last reaffirmed in 1998.

Options/Alternatives Considered: N/A

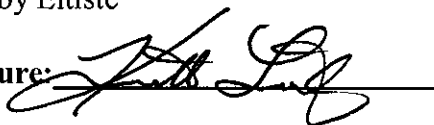
Recommendations: Approval

Strategic Plan Reference: N/A

Implications of Adoption/Rejection: N/A

Timeline: We will continue to bring policies from the 4000 series to you this year.

Responsible Persons: Kirby Eltiste

Superintendent's Signature: 

Personnel

Code of Ethics

4155

~~Both the State of Nebraska and the Board recognize that teaching and its related services including administrative and supervisory services are a profession with all of the rights, responsibilities, and privileges accorded other recognized professions. The Board recognizes, and endorses and adopts~~ the Standards of Ethical and Professional Performance as established by the Nebraska Department of Education.

Legal Reference: Neb. Rev. Stat. '79-859, 79-866; 92 NAC 27

Policy Adopted: October 7, 1974

Revised: August 3, 1992

Reaffirmed: January 5, 1998

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Approval of Policy 4215

Meeting Date: June 2, 2003

Department: Human Resources

Title and Brief Description: We are completing the examination and updating of the policies and rules in the 4000 series.

Action Desired: Approval

Background: This policy needs to be reviewed since it was last revised in 1997.

Options/Alternatives Considered: N/A

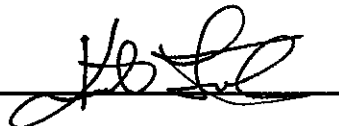
Recommendations: Approval

Strategic Plan Reference: N/A

Implications of Adoption/Rejection: N/A

Timeline: We will continue to bring policies from the 4000 series to you this year.

Responsible Persons: George Conrad

Assistant Superintendent's Signature: 

Personnel

Summer School and Adult Education Teachers

4215

Teachers under contract with the ~~District Millard Schools~~ will be given first consideration for positions in summer school and adult education programs. Teachers in these programs will receive remuneration for their services in addition to regular salaries.

Policy Adopted: October 7, 1974
Reviewed: February 17, 1997

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Approval of Policy 4300

Meeting Date: June 2, 2003

Department: Human Resources

Title and Brief

Description: We are completing the examination and updating of the policies and rules in the 4000 series.

Action Desired: Approval

Background: This policy needs to be reviewed since it was last revised in 1997.

Options/Alternatives

Considered: N/A

Recommendations: Approval

Strategic Plan N/A

Reference:

Implications of

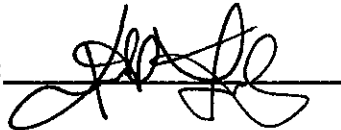
Adoption/Rejection: N/A

Timeline: We will continue to bring policies from the 4000 series to you this year.

Responsible

Persons: George Conrad

Assistant Superintendent's Signature: _____



Personnel

Professional Growth

4300

Each certified staff member is expected to be continuously involved in a program of professional growth to maintain and improve performance and proficiency.

The school-District will provide appropriate inservice activities and professional growth programs to assist staff members in their professional development.

Professional growth and inservice programs ~~are to~~will be continuously evaluated in order to determine that the greatest possible educational benefits are being achieved.

Legal Reference: Neb. Rev. Statutes '79-830
Title 92, Nebraska Administrative Code, Chapter 10

Policy Adopted: October 7, 1974
Revised: December 1, 1997

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Approval of Policy 4327

Meeting Date: June 2, 2003

Department: Human Resources

Title and Brief Description: We are completing the examination and updating of the policies and rules in the 4000 series.

Action Desired: Approval

Background: This policy needs to be reviewed since it was last revised in 1997.

Options/Alternatives

Considered: N/A

Recommendations: Approval

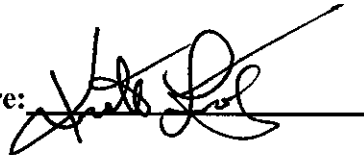
Strategic Plan Reference: N/A

Implications of Adoption/Rejection: N/A

Timeline: We will continue to bring policies from the 4000 series to you this year.

Responsible Persons: George Conrad

Assistant Superintendent's Signature:



Sexual Harassment

Millard Policy Statement

The Millard Public School District shall provide ~~for and maintain~~ an employment, teaching and learning environment free from sexual harassment. Personnel violating this Policy shall be subject to ~~the District's disciplinary action~~ procedures.

Policy Adopted: August 16, 1982

Revised: September 20, 1993; November 20, 1995; March 17, 1997

Millard Public Schools

Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: Technology Policy

MEETING DATE: June 2, 2003

DEPARTMENT: Technology Division

TITLE AND BRIEF DESCRIPTION: Policy 7000—Technology General Policy Statement

ACTION DESIRED: Second reading and approval of Policy 7000

BACKGROUND: Policy 7000—Technology General Policy Statement is intended to be the foundation policy for a new section dedicated to Technology Policy and Rule for the Millard Public Schools. Working in cooperation with Ken Fossen, Associate Superintendent of General Administration, the 7000's section is being transitioned from dealing with Construction to that of Technology.

RECOMMENDATIONS: Approve Policy 7000

STRATEGIC PLAN REFERENCE: None

TIMELINE: Immediate implementation

RESPONSIBLE PERSON(S): Dr. Mark Feldhausen

SUPERINTENDENT'S APPROVAL:


(Signature)

BOARD ACTION:

Technology

Technology General Policy Statement

7000

The District will pursue the use of technology to develop, improve, and provide a comprehensive curriculum, an effective program of instruction, and the efficient administration of the District.

Legal Reference: Neb. Rev. Stat. §79-526
 Neb. Rev. Stat. §79-539
 Neb. Rev. Stat. §79-2,104
 Neb. Rev. Stat. §79-2,105
 20 U.S.C. 1232, et seq.
 15 U.S.C. §501, et seq.
 Title 92, Nebraska Administrative Code, Chapter 10

Policy Adopted: _____ Millard Public Schools

_____ Omaha, NE

-
-
-

AGENDA SUMMARY SHEET

AGENDA ITEM: Technology Policy 7400

MEETING DATE: June 2, 2003

DEPARTMENT: Technology Division

TITLE AND BRIEF DESCRIPTION: Policy 7400—Electronic Records Retention & Disposition

ACTION DESIRED: Second reading and approval of Policy 7400

BACKGROUND: Policy 7400— Electronic Records Retention & Disposition and its accompanying Rule 7400.1 establishes the right to and conditions under which student data may be stored on third party contracted hosted servers. This Policy and Rule is necessary to allow the District to engage in contracts with vendors that would result in services requiring Internet data entry and retention of student information.

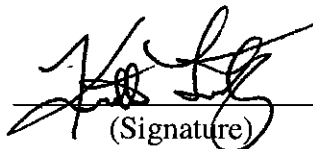
RECOMMENDATIONS: Approve Policy 7400

STRATEGIC PLAN REFERENCE: None

TIMELINE: Immediate implementation

RESPONSIBLE PERSON(S): Dr. Mark Feldhausen

SUPERINTENDENT'S APPROVAL:


(Signature)

BOARD ACTION:

Technology

Electronic Records Retention & Disposition

7400

The Superintendent or designee shall be responsible for the retention and disposition of all District records. All District records may be maintained and stored in an electronic format or in some other approved manner or format.

<u>Legal Reference:</u>	<u>Neb. Rev. Stat. §79-539</u>
	<u>Neb. Rev. Stat. §79-2,104</u>
	<u>Neb. Rev. Stat. §79-2,105</u>
	<u>20 U.S.C. 1232, et seq.</u>
	<u>15 U.S.C. §501, et seq.</u>

Related Policies & Rules: 7400.1

Policy Approved:

Millard Public Schools

Revised:

Omaha, NE

16.

AGENDA SUMMARY SHEET

AGENDA ITEM: Awarding Contract for MWHS Soccer Bleacher Project

MEETING DATE: June 2, 2003

DEPARTMENT: Business

TITLE & BRIEF DESCRIPTION: Awarding Contract for MWHS Soccer Bleacher Project – The awarding of the contract for the soccer bleacher project at Millard West High School.

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: About a year ago, the board approved an agreement with the Millard West Booster Club and the Millard West Soccer Club permitting the installation of bleachers on the MWHS soccer field at the expense of the booster club.

At the time of submission of this Agenda Summary Sheet, the bids for the project had not yet been received. A copy of the bid tab will be sent to the board members via e-mail or special courier prior to the board meeting.

OPTIONS AND ALTERNATIVES: n/a

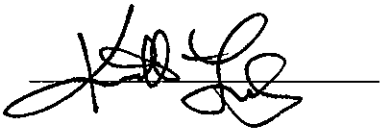
RECOMMENDATION: It is recommended that the contract for the Millard West Soccer Bleacher project be awarded to _____ in the amount of \$ _____.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate

RESPONSIBLE PERSON: Ken Fossen (Assoc. Supt.) and Ed Rockwell (Project Mgr.)

SUPERINTENDENT'S APPROVAL: 

From: Ken Fossen
To: Lutz, Keith
Date: 5/30/03 10:05PM
Subject: Board Agenda - MWHS Soccer Bleachers

Keith:

This e-mail contains additional information for Board Meeting Agenda Item H.1. "Awarding of Contract for MWHS Soccer Bleacher Project."

To make a long story short, we are recommending that this item be tabled until the next board meeting (i.e., June 16th).

Attached are the following:

- (1) First e-mail from Ed Rockwell (noting the bidding issues)
- (2) Second e-mail from Ed Rockwell (containing the bid tab and engineer's recommendation)
- (3) Memorandum of Understanding the board approved a year ago (regarding the soccer bleacher project)

Background:

Last year, the Soccer Boosters at MWHS approached us with their desire to have bleachers on the soccer field at MWHS. The boosters planned to conduct a fundraiser to pay for the project. Subsequently, a Memorandum of Understanding (see attached) was developed by the administration, the Soccer Boosters, and the MWHS Booster Club. This Memorandum was presented to and approved by the board about a year ago.

Among other things, the Memorandum noted that "Construction" was estimated at \$90,909 and the "Total Estimate Project Cost" was \$100,000 (including a 10% contingency).

Additionally, Paragraph 12 of the Memorandum provided as follows:

12. That in the event the completed project costs are more than the total estimated project costs, the balance will be paid for by the District. The District, however, reserves the right to reject all bids if the lowest responsible bid exceeds the estimated construction cost.

The bids for the project were received today and two issues immediately surfaced: (1) The lowest bidder had an error in his calculations and (2) the second to lowest bidder submitted a bid which exceeded the \$90,909 construction cost noted in the Memorandum of Understanding.

First, with regard to the issue of the lowest bidders error, we have consistently taken the position that if a bidder discovers a good-faith error in his bid, he is left with two options: (1) "bit the bullet" and live with his calculation error or (2) withdraw his bid from the process. He is not permitted to correct his error (because to do so would jeopardize the entire bidding process). As you will note from Ed Rockwell's e-mail, the low bidder elected to withdraw.

Second, with regard to the second lowest bid (actually the lowest responsible bid after the low bidder withdrew), the bid exceeded the amount of \$90,909 noted in the Memorandum of Understanding. Under the Memorandum of Understanding (Paragraph 12) this means the District needs to decide whether or not it wants to accept the low bid.

My first inclination was to reject all bids for two reasons: (1) The District would need to use Building Fund monies to support the project and I believe that these funds should be reserved for higher priorities and (2) Rebidding the project later could result in a bid lower than the one before us today.

I shared my thoughts with Steve Joekel at our administrators meeting today. Steve asked if we could give him time to visit with his Booster Club (and others) and see if they would be willing to contribute more money to the project rather than have the district reject the bids.

In light of my discussion with Steve Joekel (and since the bids are good for 30 days), I'm recommending that this matter be "tabled" until the next meeting (i.e., June 16th). If the board is uncomfortable tabling the matter, my alternate recommendation would be that all bids be rejected.

Ken

Kenneth J. Fossen, J.D.
Associate Superintendent
General Administration
Millard Public Schools
5606 South 147th Street
Omaha, NE 68130
(402) 895-8211 Office
(402) 895-8401 Direct
(402) 895-8448 Fax
kfossen@mpsomaha.org

CC: Board Members; dyoung@youngandwhite.com; Executive Committee; Joekel, Steven; Kolowski, Rick; Phelps, Sheila; Rockwell, Ed

From: Ed Rockwell
To: Joekel, Steven
Date: 5/30/03 11:22AM
Subject: WHS Soccer Bleacher Bids: Preliminary Results

Steve:

I have a voice mail into your cell at 10:40 am, but wanted to copy both you and Ken as early as possible with the following -

1. Formal bid tab and recommendation is on the way from Kirham-Michael later this morning. For now here is a short version: Pospichal Construction was low bidder on Wed., and provided very favorable pricing. When Jeff Lake of KMA contacted them to qualify their bid and their bleacher manf, they stated two problems:

A. They missed an entry of \$6,000 for overhead in their bid prep, and stated that they would lose money on the project. Pospichal suggested that they would ask the bleacher manf. to reduce their price, enabling Pospichal to hold their bid pricing. Pospichal reports this morning that the bleacher manf. wouldn't move, so they can't hold their price. I told Pospichal that there were only two choices: 1) Hold the price and do the job as-bid, or 2) Request a withdrawal of their bid and a release from the district, and we would not retain their bid bond. KMA reports this morning that Pospichal has chosen to withdraw and request release.

B. Even if Pospichal was successful, it became obvious that the bleacher manf.'s details would probably not meet specifications as-bid. This is another likely reason they wouldn't or couldn't reduce their price. Now that the bid is withdrawn, this becomes a moot point.

Second-low bidder is Midwest Paving. KMA has done some research and feels that they and their bleacher manf. are qualified, and will recommend award. The pricing and required funding from Soccer Boosters (incl 10% contingency and KMA fees for construction phase services) is:

Base Bid (300 seats) 98,802 + 9880 + 5,000 = \$113,682

Alt 1 Bid (400 seats) 107,802 + 10,780 + 5,000 = \$123,582

Alt 2 Bid (500 seats) 118,802 + 11,880 + 5,000= \$135,682

As you know, district approval of award is on the agenda for Monday, 6-2. Please confirm funding and ability / level to award ASAP, thanks.

Ed Rockwell
Purchasing and Project Manager
Millard Public Schools
Support Services Center
13906 F Street, Omaha, NE 68137
Ph: (402) 691-1396
Fax: (402) 691-1224
erockwel@mpsomaha.org

CC: Ken Fossen; Lake, Jeff

From: Ed Rockwell
To: Fossen, Ken
Date: 5/30/03 3:40PM
Subject: **WHS Soccer Bleacher Bid Results**

Ken:

The attached XL and Word files contain the Bid Tab for the project, and KMA's letter of recommendation. Jeff Lake of KMA will be in attendance, if-needed.

Ed Rockwell
Purchasing and Project Manager
Millard Public Schools
Support Services Center
13906 F Street, Omaha, NE 68137
Ph: (402) 691-1396
Fax: (402) 691-1224
erockwel@mpsomaha.org

CC: Lake, Jeff

RE: Millard West Soccer Grandstand Improvements
Millard West High School
Omaha, Nebraska

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

Dear Mr. Rockwell;

Three bids were received on Wednesday, May 28, 2003 for the above-mentioned project. The base bid ranges from a low of \$83,300.75 (Pospichal Construction) to a high of \$107,280.60 (Midwest Demolition). The low bidder had an omission in his bid and was given the option to complete the work per the original bid or be released from his bid. The low bidder opted to be release from his bid, and his request was granted.

I have reviewed the 2nd low bidder's qualifications and experience (Midwest Paving, Inc.), as well as his bleacher manufacturer's qualifications, and it appears they meet the requirements set forth in the project specifications.

I would recommend that the contract be awarded to Midwest Paving, Inc. with their base bid of \$98,802.00.

If you have any questions or desire additional information, please give me a call.

Sincerely,

Kirkham Michael

R. Jeffery Lake, P.E.
Project Manager

RJL/rjl

Copy to: J. Adler, K. Anderson – KM Omaha



Arizona ♦ Colorado
Iowa ♦ Kansas ♦ Nebraska

www.kirkham.com

CONSULTING ENGINEERS

S:\0206238\Steno\RecommendLetter-WestSoccerGrandstand.doc

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is related to the Millard West Soccer Booster's project to raise funds for bleachers at the MWHS soccer field. The purpose of the Memorandum is to ensure that all parties to the project understand their respective roles and responsibilities.

The parties to this Memorandum are the Millard Public Schools (the District), Millard West Booster Club (the Booster Club) and Millard West Soccer Boosters (the Soccer Boosters).

The parties agree as follows:

1. That the District requires the use of a District approved architect and/or engineer to design the project to District construction standards and, further, that the District will pay the fees of said architect and/or engineer for said design work.
2. That the Soccer Boosters will do fundraising to cover the estimated project cost plus a 10% contingency.
3. That the funds raised will be deposited with the Booster Club.
4. That the project will be designed and prepared for bidding while the Soccer Boosters are seeking to raise the needed construction funds.
5. That the estimated cost of the project is:

\$ 90,909	Construction
<u>9,091</u>	10% Construction Contingency
\$100,000	Total Estimated Project Cost
6. That the project will not be let for bids until sufficient funds have been raised to cover the cost of the project.
7. That when sufficient funds are raised, the Booster Club will notify the District and the District will let the project for bids.
8. That when the bids are received, the Booster Club will transfer to the District the amount of the bid to be awarded plus the amount for contract administration. The Booster Club will retain the balance until completion of the project.
9. That the project will be conducted as a District project with oversight responsibilities provided by the District's Purchasing and Projects Managers.
10. That at the conclusion of the project, the Booster Club will transfer to the District the additional funds required to cover the additional costs, if any, incurred by the District to successfully complete the project.
11. That in the event the completed project costs are less than the funds raised, the balance of funds shall remain with the Booster Club.

12. That in the event the completed project costs are more than the total estimated project costs, the balance will be paid for by the District. The District, however, reserves the right to reject all bids if the lowest responsible bid exceeds the estimated construction cost.
13. That this Memorandum of Understanding is subject to approval by the governing boards of all parties.

**MILLARD PUBLIC
SCHOOLS**

**MILLARD WEST
BOOSTER CLUB**

**MILLARD WEST
SOCCER BOOSTERS**

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

BID TABULATION

PROJECT: MILLARD WEST
 SOCCER FIELD GRANDSTAND IMPROVEMENTS
 OMAHA, NEBRASKA
 KM-0206238

12700 W DODGE ROAD
 P.O. BOX 542030
 OMAHA, NEBRASKA 68154

DATE OF BID OPENING: 28-May-03

Item	Description	Quantity	Unit	Pospichal Construction		Midwest Paving, Inc.		Midwest Demolition	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Permanent Grandstand Seating System (300 + Seats)	1	LS	\$48,500.00	\$48,500.00	\$62,000.00	\$62,000.00	\$68,500.00	\$68,500.00
2	Contractor Furnished Borrow (Established Quantity)	450	CY	\$12.00	\$5,400.00	\$13.00	\$5,850.00	\$10.00	\$4,500.00
3	4" Concrete Sidewalk	1660	CY	\$2.75	\$4,565.00	\$2.70	\$4,482.00	\$2.41	\$4,000.60
4	Bollard	1	EA	\$272.00	\$272.00	\$300.00	\$300.00	\$100.00	\$100.00
5	Segmental Block Retaining Wall	900	SF	\$16.63	\$14,967.00	\$17.00	\$15,300.00	\$12.00	\$10,800.00
6	42" Chain Link Fence	200	LF	\$6.92	\$1,384.00	\$7.50	\$1,500.00	\$10.00	\$2,000.00
7	Grandstand Retaining Wall	1	LS	\$1,984.00	\$1,984.00	\$2,000.00	\$2,000.00	\$12,000.00	\$12,000.00
8	Remove & Replace 8' Chain Link Fence	1	LS	\$961.00	\$961.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
9	8' Wide Chain Link Gate	1	EA	\$551.00	\$551.00	\$450.00	\$450.00	\$1,000.00	\$1,000.00
10	Seeding, Type III	0.5	AC	\$7,460.00	\$3,730.00	\$5,000.00	\$2,500.00	\$2,000.00	\$1,000.00
11	Sodding	55	SY	\$3.05	\$167.75	\$10.00	\$550.00	\$10.00	\$550.00
12	Silt Fence	290	LF	\$1.10	\$319.00	\$3.00	\$870.00	\$2.00	\$580.00
13	Erosion Control Blanket	5,000	SF	\$0.10	\$500.00	\$0.20	\$1,000.00	\$0.25	\$1,250.00
TOTAL BASE BID (Items 1 thru 13, inclusive)				*	\$83,300.75		\$98,802.00		\$107,280.60
ALTERNATE NO. 1 (In lieu of Item 1)									
1a	Permanent Grandstand Seating System (400 + Seats)	1	LS	\$55,100.00	\$55,100.00	\$71,000.00	\$71,000.00	\$83,500.00	\$83,500.00
TOTAL ALTERNATE NO. 1 BID (Items 1a thru 13, Inclusive)				*	\$89,900.75		\$107,802.00		\$122,280.60
ALTERNATE NO. 2 (In lieu of Item 1)									
1b	Permanent Grandstand Seating System (500 + Seats)	1	LS	\$69,700.00	\$69,700.00	\$82,000.00	\$82,000.00	\$98,500.00	\$98,500.00
TOTAL ALTERNATE NO. 2 BID (Items 1b thru 13, Inclusive)				*	\$104,500.75		\$118,802.00		\$137,280.60

* **Pospichal Construction had an omission in their original bid and the owner gave them the option to complete the work as bid or request a release from their bid. The contractor opted to request a release, and the owner granted their request for release without forfeiture of bid bond.**

AGENDA SUMMARY SHEET

AGENDA ITEM: Awarding Contract for CMS Roof Project

MEETING DATE: June 2, 2003

DEPARTMENT: Business

TITLE & BRIEF DESCRIPTION: Awarding Contract for the CMS Roof Project – The awarding of the contract for the replacement of the section of metal roof on Central Middle School.

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: The metal roof (blue section) on Central Middle School has deteriorated to the point where it needs to be replaced. Ed Rockwell reported on the roof condition (and the plans to replace it) at a recent board meeting.

At the time of submission of this Agenda Summary Sheet, the bids for the project had not yet been received. A copy of the bid tab will be sent to the board members via e-mail or special courier prior to the board meeting.

OPTIONS AND ALTERNATIVES: n/a

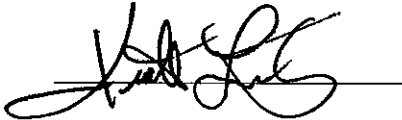
RECOMMENDATION: It is recommended that the contract for the Central Middle School Roof Project be awarded to _____ in the amount of \$ _____.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate

RESPONSIBLE PERSON: Ken Fossen (Assoc. Supt.) and Ed Rockwell (Project Mgr.)

SUPERINTENDENT'S APPROVAL: 

From: Ken Fossen
To: Lutz, Keith
Date: 5/30/03 8:54PM
Subject: Board Agenda - CMS Roofing Project

Keith:

This e-mail contains additional information for Board Meeting Agenda Item H.2. "Awarding Contract for CMS Roof Project."

Attached is the following:

- (1) An e-mail form Ed Rockwell (who supervised the bidding process)
- (2) A bid tab of the bids received
- (3) A support letter from Garland Roofing (which will be giving the warranty on the roof)

Recommendation: It is recommended that the contract for the Central Middle School Roof Project be awarded to Modern Builders in the amount of \$195,400 and that the associate superintendent for general administration be authorized and directed to execute any and all documents necessary for the completion of such project.

Ken

Kenneth J. Fossen, J.D.
Associate Superintendent
General Administration
Millard Public Schools
5606 South 147th Street
Omaha, NE 68130
(402) 895-8211 Office
(402) 895-8401 Direct
(402) 895-8448 Fax
kfossen@mpsomaha.org

CC: Board Members; Executive Committee; Phelps, Sheila; Rockwell, Ed

**Bid Tabulation -
Millard Central Middle School Reroof Improvements**

Bid Date/Time: May 28, 2003 - 3 p.m.

BIDDERS:	LUMP SUM BASE BID	BID SECURITY RECEIPT	ADDENDA RECEIPT (1)	COMPLETION DATE
Modern Builders	\$195,400.00	yes	yes	9/30/2003
Boone Brothers Roofing	\$216,950.00	yes	yes	9/30/2003
A.W. Farrell	\$222,899.00	yes	yes	9/26/2003
Weathercraft of Lincoln	\$223,411.00	yes	yes	9/30/2003
Buildings and Canopies	No Bid	na	na	na

Owner: Ed Rockwell Millard Public Schools
13906 F Street
Omaha NE 68137-1102



since 1895

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

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

CHRIS WALL
7110 S. 158th Street
Omaha, NE 68136
Phone: Bus: (402) 896-5420
Mobile: (402) 598-0180
V-Mail: 800-762-8225 ext. 713
Fax: (402) 861-9721

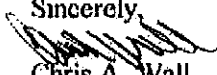
Dear Mr. Rockwell:

Based on the bid results received for the specified roof replacement at Millard Central Middle School, it is my recommendation that the bid from Modern Builders be accepted in the amount of \$195,400.

Modern Builders has been an approved metal roof contractor for The Garland Company for 6 years and has been in the industry for 40 years. I am confident in their abilities and feel they will provide you with the quality of workmanship required to allow this project to be successful.

Please inform me, if I can be of any assistance.

Sincerely,


Chris A. Wall
The Garland Company



From: Ed Rockwell
To: Ken Fossen
Date: 5/29/03 12:43PM
Subject: **CMS Re-Roof: Board Meeting Mon Jun 2**

Ken:

The attached PDF contains the bid tab for the re-roof project. The second screen contains a letter of recommendation for award from Chris Wall of Garland. Didn't know if you intended to include these in the Board packet.

Chris will also attend the meeting, in the event any questions arise regarding the qualifications of the low bidder.

FYI: Will also be forwarding same from the WHS Bleacher and NHS Front Entrance Projects soon.

Ed

CC: Cwallgar@aol.com; Kelly, Paul

From: Ed Rockwell
To: Ken Fossen
Date: 5/29/03 12:43PM
Subject: **CMS Re-Roof: Board Meeting Mon Jun 2**

Ken:

The attached PDF contains the bid tab for the re-roof project. The second screen contains a letter of recommendation for award from Chris Wall of Garland. Didn't know if you intended to include these in the Board packet.

Chris will also attend the meeting, in the event any questions arise regarding the qualifications of the low bidder.

FYI: Will also be forwarding same from the WHS Bleacher and NHS Front Entrance Projects soon.

Ed

CC: Cwallgar@aol.com; Kelly, Paul

AGENDA SUMMARY SHEET

June 2, 2003

AGENDA ITEM: Awarding Contract for MNHS Entrance Project

MEETING DATE: June 2, 2003

DEPARTMENT: Business

TITLE & BRIEF DESCRIPTION: Awarding Contract for the MNHS Entrance Project – The awarding of the contract for the replacement of the concrete entry way into Millard North High School.

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: The concrete entrance into MNHS has deteriorated to the point where it needs to be replaced.

At the time of submission of this Agenda Summary Sheet, the bids for the project had not yet been received. A copy of the bid tab will be sent to the board members via e-mail or special courier prior to the board meeting.

OPTIONS AND ALTERNATIVES: n/a

RECOMMENDATION: It is recommended that the contract for the MNHS Entrance Project be awarded to _____ in the amount of \$ _____.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate

RESPONSIBLE PERSON: Ken Fossen (Assoc. Supt.) and Ed Rockwell (Project Mgr.)

SUPERINTENDENT'S APPROVAL: 

AGENDA SUMMARY SHEET

AGENDA ITEM: AT&T Cell Towers at Abbott and DSAC

MEETING DATE: June 2, 2003

DEPARTMENT: Business Office

TITLE & BRIEF DESCRIPTION: AT&T Cell Towers at Abbott and DSAC – A lease agreement with AT&T for the erection of a cell phone towers at Abbott Elementary School and DSAC.

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: AT&T has proposed the erection of cell towers at sites located at Abbott Elementary School and DSAC. The plans for the sites are included as part of the contract attached.

The contracts have been negotiated by the District's legal counsel and are similar to the contracts for the tower at MWHS.

Proceeds from the leases will be placed in the district's building fund.

OPTIONS AND ALTERNATIVES: The district could elect not to enter into the lease agreement.

RECOMMENDATION: It is recommended that approval be given to the Tower Site Lease Agreements with AT&T Wireless as submitted.

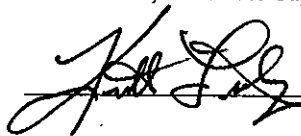
STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: If adopted, the district will receive the lease payments and will permit the construction. If rejected, there will be no construction on the district site and no lease payments.

TIMELINE: Immediate.

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

SUPERINTENDENT'S APPROVAL:



TOWER SITE LEASE AGREEMENT

THIS TOWER SITE LEASE AGREEMENT ("Lease") is made and entered into as of the _____ day of _____, 2003, by and between School District No.17 , Douglas County, Nebraska, a/k/a Millard Public School District, a Nebraska Political Subdivision ("Landlord"), and A&T& Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its member ("Tenant").

AGREEMENTS

1. PREMISES

Landlord leases to Tenant, and Tenant leases from Landlord, certain land owned by Landlord, legally described on Exhibit A ("Premises"). Landlord also grants Tenant the nonexclusive Access Easement and Utility Easement described in Section 6 of this Lease on, over, under and upon the adjacent land of Landlord.

2. USE

The Premises will be used for the purpose of installing, constructing, maintaining, repairing, replacing, operating, altering, inspecting, expanding, adding to (provided that such expanding and adding to is within the boundaries of the Premises) and removing Tenant's communications equipment, including, but not limited to, the following:

2.1 Any and all antenna(s), dishes(es) and/or grids as Tenant may deem appropriate for Tenant's sole use.

2.2 Transmission lines and mounting and grounding hardware for Tenant's communication equipment.

2.3 A concrete pad and a communications shelter ("Communication Shelter") containing, without limitation, telecommunications equipment consisting of base stations, wireless communication equipment, switch(es), power supply(ies), battery(ies), and accessories owned and installed solely for the benefit and use by the Tenant.

2.4 An emergency generator (or other back up power source) to be located, at Tenant's option, within the Communications Shelter, adjacent to the Communications Shelter or within a separate shelter adjacent to the Communications Shelter within the boundaries of the Premises. The fuel tank for the generator (gasoline, diesel, butane, propane, LPG or other) shall be located inside the shelter(s), in accordance with all applicable building codes.

2.5 A communications tower and related guide lines and lights (the "Tower").

For the purposes of this Lease, all of Tenant's equipment, antennas, dishes, lines, switches, power supplies, batteries, Communications Shelter, generator, generator shelter, Tower, accessories, and necessary appurtenances will be referred to herein collectively as the

"Communications Facility".

Any expansion or addition to Tenant's use of the Premises is conditioned upon and subject to consent of Landlord. Such consent shall not be unreasonably withheld, conditioned or delayed. Landlord agrees that Tenant shall be permitted to install additional antennas for Emergency 911 services and associated cables and equipment in the future at a location within the leased premises and mutually acceptable to Landlord and Tenant without the payment of additional Rent.

3. INSTALLATION

3.1 Tenant shall install, at Tenant's cost, the Tower at the location depicted on Exhibit A. The Tower shall be constructed in accordance with the plans and specifications attached hereto as Exhibit B. Upon the termination of the lease, and at the sole option of Landlord, the ownership of the Tower shall be transferred to Landlord.

3.2 The Communications Facility may be installed by Tenant or by any of Tenant's agents or contractors. Tenant may run transmission lines between Tenant's equipment and Tenant's antenna(s), dish(es) and grid(s) as set forth in Exhibit B. Subject to the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, Tenant has the right to make alterations to the Communications Facility from time to time as Tenant determines to be necessary or desirable; provided, however, that Tenant shall have the right, without the prior consent of Landlord, to replace, repair and upgrade its Communications Facility for the purpose of rectifying any damage to the Communications Facility or incorporating Tenant's technological advancements, provided that such replacement, repair or upgrade does not materially alter the nature, size, or sue of the Communications Facility as the same is described herein.

3.3 All work to be performed on the Premises and any easement area shall be performed in a good and workmanlike manner, and in accordance with all applicable governmental laws, ordinances, regulations, codes and District Policies. Tenant shall obtain all permits necessary for such construction. Any contractor performing work on the Premises shall furnish a payment bond, with corporate surety licensed to do business in the State of Nebraska, in the full amount of the cost of such improvements, showing Landlord as the beneficiary thereon. All such contractors shall carry statutory worker's compensation insurance and liability insurance coverages as are customarily maintained by reputable general contractors in the Omaha, Nebraska area.

4. TERM

4.1 Primary Term

The primary term ("Primary Term") of this Lease will be for five (5) years, and will

22

commence on the date that Tenant begins construction ("Commencement") and will terminate at 11:59 p.m. on the last day of the month in which the fifth (5th) annual anniversary of the Commencement Date occurs, unless sooner terminated as provided herein.

4.2 Extended Term

Tenant is granted the option to extend the Primary Term of this Lease for four (4) additional periods of five (5) years each ("Extended Term"), provided Tenant is not then in default under this Lease. Each of Tenant's options to extend will be deemed automatically exercised without any action by either party unless Tenant gives written notice of its decision not to exercise any option(s) to Landlord before expiration of the then current term.

5. RENT

Tenant agrees to pay Landlord the annual sum of twelve thousand dollars (\$12,000) ("Rent"), payable monthly in advance in equal installments of one thousand dollars (\$1,000), on or before the fifth (5th) day of each and every calendar month during the Primary Term and each Extended Term. The annual Rent in each succeeding Extended Term, shall be one hundred fifteen percent (115 %) of the Rent during the immediately preceding Term. Rent will be paid to Landlord at its address designated in Section 9. Rent for any period during the term of this Lease that is less than one (1) year will be prorated based on a three hundred sixty-five (365) day year.

6. ACCESS AND UTILITY EASEMENTS

Landlord grants to Tenant, for use by Tenant, its employees, agents, contractors and by utility companies, nonexclusive easement and license over, under, upon and across the adjoining lands of Landlord, and rights-of-way or easements owned or leased by Landlord as set forth in Exhibit A, on a twenty-four (24) hour daily basis, for (i) ingress and egress to and from the Premises and the Communications Facility (the "Access Easement"), and (ii) the installation, operation and maintenance of necessary utilities for the Premises and the Communications Facility (the "Utility Easement"). Such Access Easement and Utility Easement will be over and lie within existing roads, parking lots and/or roads hereafter established by Tenant. Conditioned upon Landlord's prior consent, which will not be unreasonably withheld, delayed or conditioned, Tenant may improve the Access Easement by grading, graveling and/or paving. The Access Easement, to the extent further identified, is more particularly described on Exhibit C, and the Utility Easement, to the extent further identified and not lying within the Access Easement, is more particularly described on Exhibit D. Tenant will notify Landlord of any change in the particular location of any Access Easement or Utility Easement, if such differs from the descriptions on Exhibits C and D hereto. No right of access, easement, or license over, under, upon, or across the property of the Landlord or any rights of way or easements owned or leased by the Landlord may be given, assigned, transferred, or conveyed by the Tenant to any other party, except with Landlord's consent, which will not be unreasonably withheld, delayed or conditioned; provided however, that such restrictions shall not apply to Tenant's Control Group, as such term is defined in Section 17 herein.

7. UTILITIES

Tenant will be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Premises. If necessary, Tenant will have a meter installed at the Premises for Tenant's utility use, and the cost of such meter and of installation, maintenance, and repair thereof will be paid for by Tenant. Conditioned upon Landlord's prior written consent, which will not be unreasonably withheld, delayed or conditioned, Tenant may install or improve existing utilities servicing the Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning damage to the Communications Facility.

8. HOLDING OVER

If Tenant holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Tenant will become a Tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to the Lease term and, during any such month-to-month tenancy, Tenant will pay monthly rent in an amount that is one-twelfth (1/12th) of the Rent. Tenant will continue occupying the Premises from month-to-month until terminated by Landlord or Tenant by the giving of thirty (30) days prior written notice to the other.

9. NOTICE

All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the applicable party as follows:

Landlord: Millard Public School District
5606 South 147th Street
Omaha, Nebraska 68137
Attention: Superintendent of Schools

Tenant: AT&T Wireless
RE: Site Number: OMAHANE1072, Site Name: 144th Street & Harrison
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Lease Administration

with a copy to: AT&T Wireless

RE: Site Number: OMAHANE1072, Site Name: 144th Street & Harrison
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Legal Department

A party may change its address to which any notice or demand may be given by thirty (30) days prior written notice thereof to the other party.

10. LIABILITY AND INDEMNITY

Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising from any breach of this Lease by Tenant, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the term of this Lease in or about the Premises. Landlord agrees to indemnify and save Tenant harmless from all claims (including costs and expenses of defending against such claims) arising from any breach of this Lease by Landlord, or any negligent act, negligent omission or intentional tort of Landlord or Landlord's agents, employees, contractors, invitees, licensees. The provisions of this Section 10 will survive the termination of this Lease.

11. TERMINATION

11.1. In addition to the termination provision contained in Section 12 of this Lease, Tenant has the right to terminate this Lease at any time, without prior notice and without penalty or payment of liquidated damages, upon any of the following events:

11.1.1. If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Facility cannot be obtained, or is revoked other than due to the fault of Tenant, or if Tenant determines the cost of obtaining such approval is prohibitive; or

11.1.2. If Tenant determines that the Premises are not appropriate for locating the Communications Facility for technological reasons, including, but not limited to, signal interference; or

11.1.3. If Tenant determines after the Communications Facility becomes operational, that the Premises are no longer appropriate for continuing to locate the Communications Facility for technological reasons, including, but not limited to, signal interference from third parties located on Landlord's property or subsequent changes in system or network design; provided however, that in such event Tenant will give Landlord sixty (60) days written notice of termination of this Lease under the terms of this Section 11.1.3; or

11.1.4. If Landlord fails to provide any approvals required by this Lease; or

11.1.5. If Landlord breaches any of its warranties or covenants in this Lease and such breach is not cured within the time limits of Section 12.2; or

11.1.6. If Tenant elects to terminate, in Tenant's reasonable judgment, the Lease because of a partial or complete taking of the Premises as a result of a condemnation, or other damage or destruction to the Premises.

11.2. Upon termination, neither party will owe any further obligations under this Lease except for the indemnities and hold harmless provisions in this Lease, the provisions of Section 20 of this Lease, the prompt reimbursement of pro-rata prepaid rent and Tenant's responsibility for removing all of the Communications Facility from the Premises and restoring the Premises to its condition as of the Commencement Date of this Lease, as near as practicable (save and except utilities and fences installed, access areas improved, removal of vegetation for construction purposes, concrete pads and guy anchors installed, items constructed or changed by any person(s) or entity(ies) other than Tenant, normal wear and tear, and acts beyond Tenant's control).

11.3. Notwithstanding the foregoing, if Tenant terminates the Lease prior to the expiration of the then current term for any reason other than stated in Sections 11.1, 18, 23, 25 and 26, Tenant shall pay to Landlord a termination penalty equal to nine (9) months of the then current monthly rent in complete satisfaction of any Rent claims of Landlord. Tenant shall pay to Landlord the termination penalty within ninety (90) days of Tenant's Notice to Landlord of its election to terminate the Lease.

12. DEFAULT

If Tenant fails to comply with any material provision of this Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof from Landlord, Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals and any other damages to which Landlord may be entitled. If any such default cannot reasonably be cured within thirty (30) days, Tenant will not be deemed to be in default under this Lease if Tenant commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. If Landlord is entitled to collect or otherwise remedy said damages, and if Landlord seeks enforcement of its rights through an attorney or other legal procedures, Landlord is entitled to collect, in addition to any other amounts owed, its reasonable costs and attorneys' fees thereby incurred.

If Landlord fails to comply with any material provision of this Lease, and such failure is not cured within thirty (30) days after receipt of written notice thereof from Tenant, Tenant may, at its option, cure the failure at Landlord's expense (which expense may, at Tenant's option, be deducted from rent) or terminate this Lease without affecting its right to demand, sue for, and collect all of its damages arising out of Landlord's failure to comply. If any such default cannot reasonably be cured within thirty (30) days, Landlord will not be deemed to be in default under this Lease if Landlord commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. If Tenant is entitled to collect or otherwise remedy said damages, and if Tenant seeks enforcement of its rights through an attorney or other legal procedures, Tenant is entitled to collect, in addition to any other amounts owed, its reasonable costs and attorneys' fees thereby incurred.

The rights and remedies stated in this Lease are not exclusive and the parties, in the event of a breach of this Lease or a dispute, are entitled to pursue any of the remedies provided in this Lease, by law, or by equity.

No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease will operate as a waiver of any of the rights provided hereunder or by law or equity, nor will any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver will affect any term or condition other than the one specified in such waiver and the express waiver will apply only for the time and manner specifically stated.

13. TAXES

Tenant recognizes and Landlord represents and warrants that it is a governmental entity exempt from tax. Tenant will pay annually to Landlord an amount equal to any real estate taxes attributable to any improvement to the Premises made by Tenant. Tenant will pay to Landlord such tax within sixty (60) days of receipt of sufficient documentation indicating calculation of Tenant's share and payment of the real estate taxes by Landlord. Landlord must pay annually when due all real estate taxes and assessments attributable to the Premises, the Access Easement, the Utility Easement, and the tax lot(s) of which they are a part. Upon written request by Tenant, Landlord will furnish evidence of payment of such assessments and taxes.

14. INSURANCE

14.1. Required Insurance of Tenant

Tenant must, during the term of this Lease and at Tenant's sole expense, obtain and keep in force, not less than the following insurance:

14.1.1. Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon the Communications Facility in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facility;

14.1.2. Commercial General Liability and casualty insuring operations hazard, independent contractor hazard, contractual liability, and products and completed operations liability, in limits not less than \$5,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability, naming Landlord as an additional insured; and

14.1.3. Workers' Compensation and Employer's Liability insurance.

14.2. Required Insurance of Landlord

Landlord must, during the term of this Lease and at Landlord's sole expense, obtain and keep in force, the following insurance:

14.2.1. Commercial General Liability insuring operations hazard, independent contractor hazard, contractual liability and products and completed operations liability, in

limits not less than \$5,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability.

14.3. Policies of Insurance

All required insurance policies must be taken out with reputable national insurers that are licensed to do business in the jurisdiction where the Premises are located. Each party will deliver certificates of insurance to the other party upon request. All policies must contain an undertaking by the insurers to notify the other party in writing not less than fifteen (15) days before any material change, reduction in coverage, cancellation, or termination of the insurance.

15. FIXTURES

Landlord covenants and agrees that no part of the improvements installed, constructed, erected or placed by Tenant on the Premises or other real property owned by Landlord will be or become, or be considered as being, affixed to or a part of Landlord's real property; and any and all provisions and principles of law to the contrary notwithstanding, it is the specific intention of Landlord to covenant and agree hereby that all personal property and improvements of every kind and nature installed, constructed, erected, or placed by Tenant on the Premises, or other real property owned or leased by Landlord, will be and remain the property of Tenant despite any default or termination of this Lease and shall be removed by Tenant and that Tenant at its expense restores the Premises pursuant to Section 11.2. Failure to remove all personal property and improvements within one hundred eighty (180) days of the termination of this lease agreement and any extensions thereof shall result in the abandonment of the property by the Tenant and may be removed by the Landlord at Tenant's expense.

16. MEMORANDUM OF AGREEMENT

After preparation of the legal descriptions of the Premises, Access Easement and Utility Easement, each party, at the request of the other, will sign a Memorandum of Lease, in the form of Exhibit E, and Easements. Tenant, at its sole expense, may record the Memorandum of Lease and Easements in the land records of the recording office(s) reasonable for notice purposes.

17. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant shall have the right to sublease or assign its rights under this Lease to any party affiliated, under common control or otherwise related to Tenant, successor legal entities or any party acquiring substantially all the assets of Tenant (the "Control Group") without the consent of Landlord. Tenant may sublease or assign its rights under this Lease to any other entity with Landlord's consent, which will not be unreasonably withheld, delayed or conditioned. In all such cases Tenant 1) shall notify Landlord as soon as is practicable of such assignment or sublease to a member of the Control Group; 2) shall notify Landlord in advance of any proposed assignment or sublease to any other entity; and 3) such assignment or sublease will not release Tenant from its obligations under the Lease, except that in the event of Tenant's assignment of the Lease to a

member of the Control Group, with Landlord's prior written consent, which consent shall not be unreasonably withheld, Tenant will be relieved of all future performance, liabilities and obligations under the Lease.

18. PERMITS

Landlord acknowledges that Tenant will be contacting the appropriate local governmental agencies for the purposes of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "Permits") necessary for the installation, construction, operation and maintenance of the Communications Facility. Landlord agrees to cooperate with Tenant in obtaining the Permits

19. DEBT SECURITY

Tenant may, without Landlord's consent, pledge, mortgage, convey by deed of trust or security deed, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing bona fide indebtedness any or all of Tenant's interest in this Lease, any part thereof, and any and all of Tenant's right, title, and interest in and to any and all of the Communications Facility. Promptly on Tenant's or Tenant's lender's request, Landlord shall execute and deliver, and shall assist in facilitating the execution and delivery of, all documents requested by any of Tenant's lenders including but not limited to waivers of Landlord's right to levy or distraint upon for rent any of Tenant's property given as security for a debt. Landlord consents that none of the Communications Facility shall become fixtures, consents to giving notice to Tenant's lender(s) in the event of Tenant's default under the provisions of this Lease, consents to Tenant's assignment to any lender(s) of any and all of Tenant's interest in or to this Lease and the Communications Facility and nondisturbance agreements from Landlord and Landlord's lenders.

20. ENVIRONMENTAL MATTERS

Landlord warrants and represents that the Premises, Access Easement and Utility Easement, and any existing improvements thereon, are free of Hazardous Substances (as defined below). Landlord will indemnify, protect, defend, and hold harmless Tenant from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages and expenses, including, without limitation, attorneys' fees, sustained or incurred by Tenant pursuant to any federal, state or local laws, implementing regulations, common law or otherwise, dealing with matters relating to the environment, hazardous substances, toxic substances and/or contamination of any type whatsoever (collectively, "Hazardous Substances") in, upon or beneath the Premises, Access Easement or the Utility Easement, provided this indemnification shall not apply with respect to any Hazardous Substances released by Tenant.

Tenant will indemnify, protect, defend and hold harmless Landlord from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages and expenses, including, without limitation, attorneys' fees, sustained or incurred by Landlord pursuant to any federal, state or local laws, implementing regulations, common law or otherwise

dealing with matters relating to Hazardous Substances released by Tenant in, upon or beneath the Premises, Access Easement or Utility Easement.

21. FENCES

During the Primary Term and each Extended Term, Tenant may fence in that portion of the Premises as provided in Exhibit B and is responsible for the proper and efficient operation and protection of the Communications Facility. Tenant shall, during the term of this Lease and any extensions thereof, keep any such fence in a good, safe, and aesthetically acceptable condition.

22. TITLE

Landlord represents and warrants to Tenant that Landlord has good and marketable title to the Premises, Access Easement and Utility Easement, free and clear of all liens, encumbrances and exceptions, except those described in Exhibit F attached hereto, of duration and quality equal to that conveyed to Tenant by this Lease. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities. Landlord further represents and warrants that there are no holders of any mortgage, lien, encumbrance, estate or any other prior interest in the Premises, Access Easement, or Utility Easement.

23. CONDEMNATION OF PREMISES

If any governmental, public body or other condemning authority takes, or if Landlord transfers in lieu of such taking, all or part of the Premises, Access Easement or Utility Easement thereby making it physically or financially infeasible for the Premises to be used in the manner intended by the Lease, Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. Landlord shall provide notice to Tenant of any such condemnation or transfer in lieu of condemnation within forty-eight (48) hours of Landlord's receipt of such notification.

In the event of any condemnation, taking or conveyance in lieu thereof which results in a termination of the Lease, Landlord will not be entitled to that portion, if any, of an award made to or for the benefit of Tenant for loss of Tenant's business or depreciation, the cost of removal of Tenant's trade fixtures and equipment or the value of any unexpired term of this Lease.

24. QUIET ENJOYMENT

Landlord covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, will peaceably and quietly hold and enjoy the right to use the Premises, Access Easement and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Landlord or any person(s) or entity(ies) claiming under the Landlord for so long as such use does not interfere with the operation of the public schools

within the Millard School District.

25. CONTINGENCIES

Notwithstanding anything contained herein to the contrary, and in addition to and not in limitation of Tenant's other rights hereunder, it is expressly agreed that Tenant's obligations under this Lease are conditioned upon:

25.1. Tenant's satisfaction with the status of title to the Premises and, at Tenant's option and Tenant's receipt of a leasehold title insurance policy insuring its leasehold interest in the Premises, in form and substance satisfactory to Tenant. Landlord shall execute the standard form of title company affidavit in order to enable Tenant to obtain title insurance on the Premises free and clear of all exceptions other than those which have been disclosed in writing to Tenant and which do not interfere with Tenant's use of the Premises.

25.2. Tenant's satisfaction, in its sole and absolute discretion and prior to commercial operation of the Communications Facility, with 1) the feasibility of engineering, installing, constructing and operating the Communication's Facility; and, 2) Tenant's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for Tenant to use and operate the Communication's Facility on the Premises. Tenant is hereby given as the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Premises are suitable for Tenant's use intended by this Lease.

26. INTERFERENCE

Landlord will not use, allow or permit its property to be used in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use which could cause any destructive or conflicting interference with the Communications Facility. If any harmful interference shall result to the Communications Facility from the operation upon Landlord's property of any transmitters, equipment, antennae, dishes or other equipment or devices of a third party, then Landlord shall immediately cause such operations to cease until such interference is eliminated. If Landlord is unable to cure such interference within thirty (30) days of Tenant's demand, Tenant may terminate this lease without penalty.

If any harmful interference shall result to the Communications Facility from the operation upon Landlord's property of any of Landlord's transmitters, equipment, antennae, dishes or other equipment or devices, then Landlord shall immediately attempt to eliminate such interference. If Landlord is unable to cure such interference within thirty (30) days of Tenant's demand, Tenant may terminate this lease without penalty.

In the event that Tenant's equipment causes interference with any of Landlord's communications equipment, Tenant, upon notice received of the interference, shall take all steps

necessary to correct and eliminate the interference as soon as possible and shall take all necessary precautions and corrective action needed to prevent the reoccurrence of the interference.

27. ITEMS TO BE AVAILABLE TO TENANT

Within ten (10) days following the last date of execution of this Lease, Landlord shall, to the extent available, make available to Tenant for inspection and copying, an accurate copy of all engineering reports, environmental audits, surveys, plats, plans, blueprints and other drawings relating to the Premises.

28. COMPLIANCE

Landlord represents and warrants that all operations conducted by Landlord in connection with the Property meet all applicable state, federal, county and local laws, codes and regulations. Landlord agrees that it will conduct its operations in the future in accordance with all such codes and regulations. Landlord is not required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering the Property in order for Tenant to construct, operate, maintain or access the Communications Facility.

During the term of this Lease, Tenant will comply with all applicable laws and District Policies relating to Tenant's use of the Premises. Tenant will not commit or suffer to be committed any waste on the Premises or any nuisance.

29. LIENS

Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant and shall indemnify, defend and hold Landlord harmless from all claims, costs and liabilities, including reasonable attorneys' fees and costs, in connection with or arising out of any such lien or claim of lien. Tenant shall cause any such lien imposed on the Premises to be released of record by payment or posting of a proper bond within sixty (60) days after written request by Landlord.

30. SUBORDINATION

Tenant agrees that this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Premises and to all modifications thereto, provided that Tenant's possession of the Premises shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease and Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Tenant agrees to attorn to the mortgagee, trustee or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Tenant's possession of the Premises shall not be disturbed so long as Tenant shall

continue to perform its duties and obligations under this Lease.

31. ENTIRE AGREEMENT AND BINDING EFFECT

This Lease and any attached exhibits and nondisturbance and attornment agreement(s) mentioning this Lease, constitute the entire agreement between Landlord and Tenant; no prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

32. RELOCATION RIGHT

Subject to § 79-10,107, RRS (1996), Landlord will have the right, at any time the land is to be used by the school and is no longer surplus, to relocate the Communications Facility of Tenant, or any part thereof, to an alternate ground location on Landlord's property and/or to space within and/or on top of a building situated on Landlord's property (the "Building"); provided, however, that such relocation will (1) be at Landlord's sole cost and expense, (2) be performed exclusively by Tenant or its agents, (3) not result in any interruption of the communications service provided by Tenant on Landlord's property, (4) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Landlord's property, and (5) be done in accordance with the terms and conditions of this Section 32. Upon relocation of the Communications Facility of Tenant, the access and utility easement(s) of Tenant will be relocated as required to operate and maintain the communication facility of Tenant.

Landlord will exercise its relocation right by, and only by, delivering written notice (the "notice") to Tenant. In the notice, Landlord will propose an alternate site on Landlord's property to which Tenant may relocate its Communications Facility. Tenant will have sixty (60) days from the date it receives the notice to evaluate Landlord's proposed relocation site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If Tenant fails to approve of such proposed relocation site in writing within said sixty-day period, then Tenant will be deemed to have disapproved such proposed relocation site. If Tenant disapproves such relocation site, then Landlord may thereafter propose another relocation site by notice to Tenant in the manner set forth above. Any relocation site which Landlord and Tenant agree upon in writing is referred to hereinafter as the "Relocation Premises". Tenant will have a period of ninety (90) days after execution of a written agreement between the parties concerning the location and dimensions of the Relocation Premises to relocate (at Landlord's expense) its Communications Facility to the Relocation Premises.

Upon relocation of the Communications Facility of Tenant, or any part thereof, to the

Relocation Premises, all references to the Premises in the Agreement will be deemed to be references to the Relocation Premises. Landlord and Tenant hereby agree that the Relocation Premises, including the access and utility right of way, may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then replace Exhibit A and become a part hereof and will control or describe the Premises. Except as expressly provided in this Exhibit, Landlord and Tenant hereby agree that in no event will the relocation of the Communications Facility, or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions of the foregoing Agreement.

33. GOVERNING LAW

This Lease shall be governed by the laws of the state of Nebraska.

34. NON-BINDING UNTIL FULLY EXECUTED

This Lease is for discussion purposes only and does not constitute a formal offer by either party. This Lease is not and shall not be binding on either party until and unless it is fully executed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date and year first above written.

TENANT:

AT&T WIRELESS PCS, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY, d/b/a AT&T WIRELESS

BY: AT&T WIRELESS SERVICES, INC.
A DELAWARE CORPORATION,
ITS MEMBER

By: _____
Name: _____
Title: _____

LANDLORD:

SCHOOL DISTRICT NO. 17, DOUGLAS
COUNTY, NEBRASKA, a/k/a MILLARD
PUBLIC SCHOOLS

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____, _____ of School District No. 17, Douglas County, Nebraska, a/k/a Millard Public Schools.

Notary Public

My Commission Expires:

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

I certify that on _____, _____, 2003, _____ personally came before me and this person acknowledged under oath to my satisfaction that:

(a) this person signed, sealed and delivered the attached document as _____ of **AT&T Wireless Services, Inc.**, a corporation of the State of **Delaware**, which is the member of **AT&T Wireless PCS, LLC**, the limited liability company named in this document;

(b) this document was signed and delivered by the corporation as its voluntary act and deed, as the member of the limited liability company, on behalf of said limited liability company.

Notary Public

My Commission Expires:

EXHIBIT A

DESCRIPTION OF PREMISES

LANDS SEC - TWN - RGE - 14-11-11- EX - N 50 FT NW ¼ SE 1/4



AT&T

AT&T WIRELESS SERVICES, L.L.C.

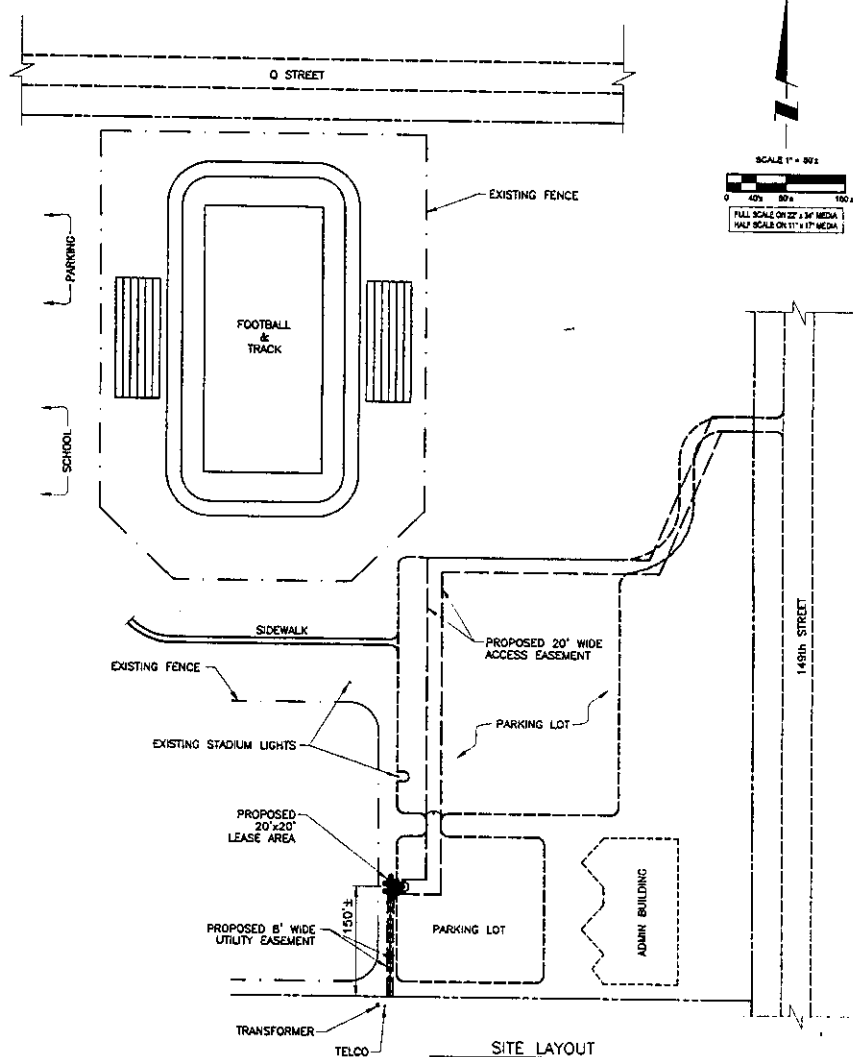
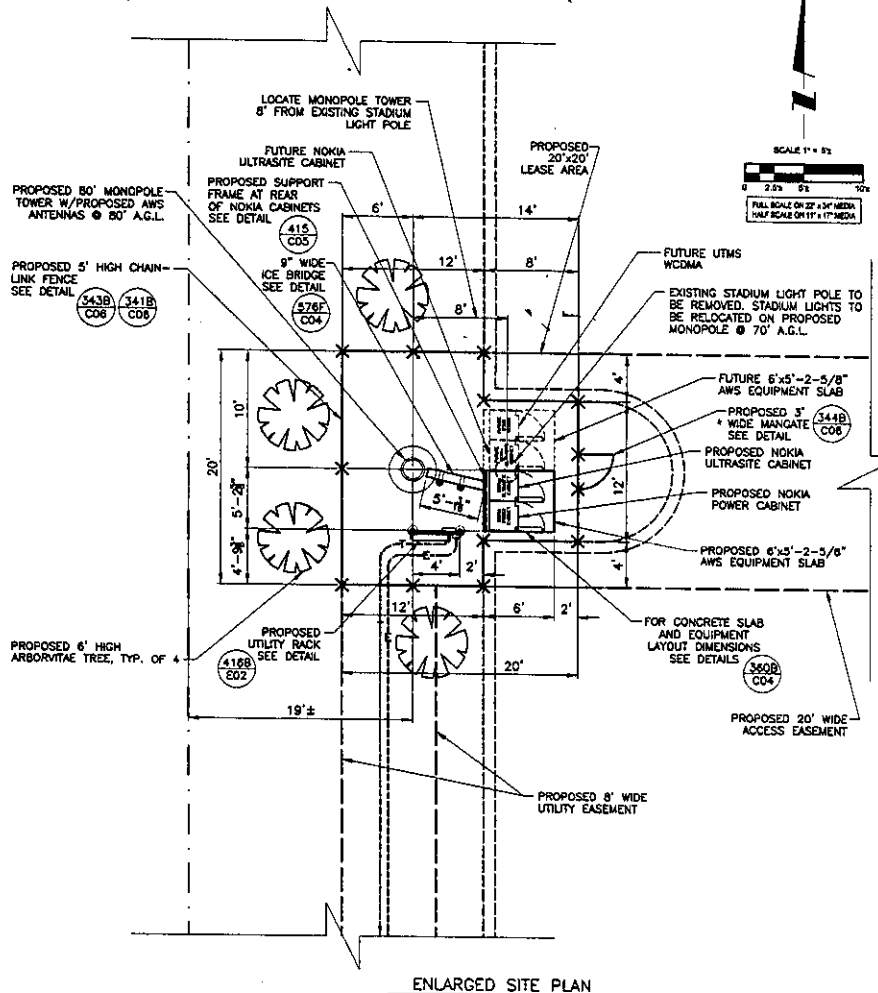
SITE NUMBER: OMAHNE 1084

SITE NAME: 144th & HARRISON (MILLARD HIGH SCHOOL)

DRAWING INDEX		REV.	DIRECTIONS	PROJECT INFORMATION																												
OMAHNE 1084 - T01	TITLE SHEET	0	FROM OMAHA : TAKE I-80 EAST AND EXIT OFF AT US-275. EAST TOWARDS MILLARD. EXIT OFF ON SR 50 (MILLARD AVENUE). YOU WILL THEN MEET Q STREET AND CONTINUE EAST UNTIL YOU MEET MILLARD HIGH SCHOOL. THE SITE IS LOCATED SOUTH OF Q STREET, NEXT TO THE MILLARD HIGH SCHOOL STADIUM.	SCOPE OF WORK: AN UNMANNED TELECOMMUNICATIONS FACILITY INCLUDING ANTENNA INSTALLATION AT 80' A.G.L. ON AN PROPOSED 80' HIGH MONOPOLE TOWER WITH EXTERIOR RADIO CABINETS.																												
OMAHNE 1084 - C01	SITE PLAN	0		SITE ADDRESS: 14905 Q STREET OMAHA, NE 68117																												
OMAHNE 1084 - C02	SITE ELEVATION	0		PROPERTY OWNER: AMERICAN TOWER CORP. CONTACT PERSON: JAIMIE WAMBACH																												
			VICINITY MAP		APPLICANT: AT&T WIRELESS SERVICES, INC. 118 SOUTH 19th STREET, 8th FLOOR WEST DES MOINES, IOWA 50266																											
					LATITUDE: 41°-12'-11"N LONGITUDE: 96°-08'-44"W LAT/LONG TYPE: DEG.-MIN.-SEC. ELEVATION: 1190 AMSL JURISDICTION: DOUGLAS COUNTY TAX I.D.: CURRENT USE: R3 PROPOSED USE: TELECOMMUNICATIONS FACILITY																											
			LAT/LONG AND ELEVATION AS PROVIDED BY RF.		SITE QUALIFICATION PARTICIPANTS																											
			<table border="1"> <thead> <tr> <th>A/E</th> <th>NAME</th> <th>COMPANY</th> <th>NUMBER</th> </tr> </thead> <tbody> <tr> <td></td> <td>TOM ZIMMERMANN</td> <td>TERRA CONSULTING GROUP, LTD.</td> <td>847-698-6400</td> </tr> <tr> <td></td> <td>JASON HALL</td> <td>AMERICAN TOWER CORP.</td> <td>763-493-0027 x 241</td> </tr> <tr> <td></td> <td>SADASHIV KULKARNI</td> <td>BECHTEL</td> <td>402-215-3330</td> </tr> <tr> <td></td> <td>FRANK DRAFT</td> <td>BECHTEL</td> <td>952-854-4333</td> </tr> <tr> <td></td> <td>KEN FOSSEN</td> <td>MILLARD HIGH SCHOOL</td> <td>402-895-8268</td> </tr> <tr> <td></td> <td>ROBERT GARCIA</td> <td>AT&T OPERATIONS DEPT.</td> <td>402-203-0173</td> </tr> </tbody> </table>		A/E	NAME	COMPANY	NUMBER		TOM ZIMMERMANN	TERRA CONSULTING GROUP, LTD.	847-698-6400		JASON HALL	AMERICAN TOWER CORP.	763-493-0027 x 241		SADASHIV KULKARNI	BECHTEL	402-215-3330		FRANK DRAFT	BECHTEL	952-854-4333		KEN FOSSEN	MILLARD HIGH SCHOOL	402-895-8268		ROBERT GARCIA	AT&T OPERATIONS DEPT.	402-203-0173
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800 Busse Highway Park Ridge, IL 60068 POC: 847/898-6400 FAX: 847/898-6401		AT&T WIRELESS SERVICES, INC. 118 SOUTH 19th STREET, 8th FLOOR OMAHA, NE 68117 (402) 363-0173 (CA) (402) 292-8812 (MO)	<table border="1"> <tr> <td>O</td> <td>3/13/03</td> <td>ISSUED FOR ZONING</td> <td>WM</td> <td>TAZ</td> </tr> <tr> <td>A</td> <td>3/7/03</td> <td>ISSUED FOR ZONING REVIEW</td> <td>WM</td> <td>TAZ</td> </tr> <tr> <td>REV.</td> <td>Date</td> <td>REVISION</td> <td>By</td> <td>CHK</td> </tr> <tr> <td>APPD</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		O	3/13/03	ISSUED FOR ZONING	WM	TAZ	A	3/7/03	ISSUED FOR ZONING REVIEW	WM	TAZ	REV.	Date	REVISION	By	CHK	APPD					SCALE: AS SHOWN DESIGNED BY: WM DRAWN BY:							
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37.

NOTE: FENCING IS REQUIRED PER ZONING/SECURITY/SITE SAFETY



TERRA
COMMERCIAL DESIGN, LTD.
600 Busse Highway
Park Ridge, IL 60068
PH: 847/838-6400
FAX: 847/898-8401

TEAM 4
19-035

SITE NUMBER: OMAHNE1084A
SITE NAME: 144th & HARRISON
14905 Q STREET
OMAHA, NE 68137

AT&T
AT&T WIRELESS SERVICES, INC.
118 SOUTH 1800 STREET, 9TH FLOOR
OMAHA, NE 68102
(402) 393-9175 (AK) (402) 393-5883 (NW)

0	4/25/03	ISSUED FOR CONSTRUCTION	MM	TAZ	JJZ
A	3/18/03	ISSUED FOR REVIEW/COMMENT	TJZ	TAZ	JJZ
NO	Date	REVISIONS	By	CHK	APPD
SCALE: AS SHOWN		DESIGNED BY: TAZ	DRAWN BY: TJS		

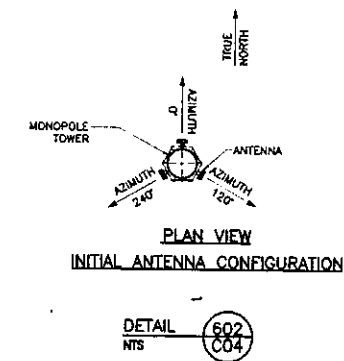
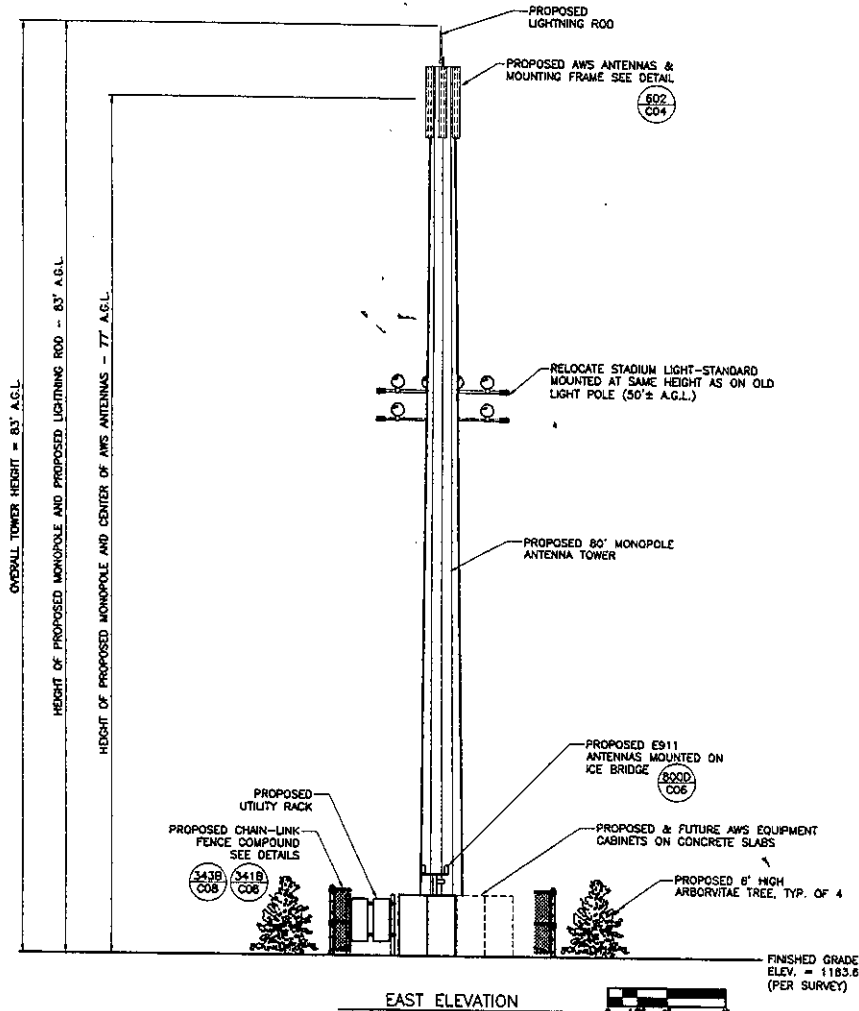
(SPACE FOR PROFESSIONAL SEAL)

DRAWING DESIGNATION

SITE PLAN

JOB NUMBER	DRAWING NUMBER	REV
24897-613	A-OMAHNE1084A-C01	0

38



FULL SCALE ON 22"x34" MEDIA
 HALF SCALE ON 11"x17" MEDIA

TERRA
 CONSULTING GROUP, LTD.
 800 Busso Highway
 Park Ridge, IL 60068
 Ph: 847/608-6400
 Fax: 847/686-6401

SITE NUMBER: OMAHNE1084A
 SITE NAME: 144th & HARRISON
 1490S Q STREET
 OMAHA, NE 68137

AT&T
 AT&T WIRELESS SERVICES, INC.
 118 SOUTH 13th STREET, 9th FLOOR
 OMAHA, NE 68102
 (402) 303-8175 (ext. 400) (402) 303-0883 (fax)

Q	4/26/02	ISSUED FOR CONSTRUCTION	JMM	TAZ	JJZ
A	3/16/02	ISSUED FOR REVISION COMMENTS	TJS	TAZ	JJZ
Re	01st	REVISIONS	By	CHK	APP'D
SCALE:	AS SHOWN	DESIGNED BY:	TAZ	DRAWN BY:	TJS

(SPACE FOR PROFESSIONAL SEAL)

DRAWING DESCRIPTION		
SITE ELEVATION		
JOB NUMBER	DRAWING NUMBER	REV.
24897-613	A-OMAHNE1084A-C04	0

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TOWER SITE LEASE AGREEMENT

THIS TOWER SITE LEASE AGREEMENT ("Lease") is made and entered into as of the ____ day of _____, 2003, by and between School District No.17 , Douglas County, Nebraska, a/k/a Millard Public School District, a Nebraska Political Subdivision ("Landlord"), and A&T& Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its member ("Tenant").

AGREEMENTS

1. PREMISES

Landlord leases to Tenant, and Tenant leases from Landlord, certain land owned by Landlord, legally described on Exhibit A ("Premises"). Landlord also grants Tenant the nonexclusive Access Easement and Utility Easement described in Section 6 of this Lease on, over, under and upon the adjacent land of Landlord.

2. USE

The Premises will be used for the purpose of installing, constructing, maintaining, repairing, replacing, operating, altering, inspecting, expanding, adding to (provided that such expanding and adding to is within the boundaries of the Premises) and removing Tenant's communications equipment, including, but not limited to, the following:

2.1 Any and all antenna(s), dishes(es) and/or grids as Tenant may deem appropriate for Tenant's sole use.

2.2 Transmission lines and mounting and grounding hardware for Tenant's communication equipment.

2.3 A concrete pad and a communications shelter ("Communication Shelter") containing, without limitation, telecommunications equipment consisting of base stations, wireless communication equipment, switch(es), power supply(ies), battery(ies), and accessories owned and installed solely for the benefit and use by the Tenant.

2.4 An emergency generator (or other back up power source) to be located, at Tenant's option, within the Communications Shelter, adjacent to the Communications Shelter or within a separate shelter adjacent to the Communications Shelter within the boundaries of the Premises. The fuel tank for the generator (gasoline, diesel, butane, propane, LPG or other) shall be located inside the shelter(s), in accordance with all applicable building codes.

2.5 A communications tower and related guide lines and lights (the "Tower").

For the purposes of this Lease, all of Tenant's equipment, antennas, dishes, lines, switches, power supplies, batteries, Communications Shelter, generator, generator shelter, Tower, accessories, and necessary appurtenances will be referred to herein collectively as the

"Communications Facility".

Any expansion or addition to Tenant's use of the Premises is conditioned upon and subject to consent of Landlord. Such consent shall not be unreasonably withheld, conditioned or delayed. Landlord agrees that Tenant shall be permitted to install additional antennas for Emergency 911 services and associated cables and equipment in the future at a location within the leased premises and mutually acceptable to Landlord and Tenant without the payment of additional Rent.

3. INSTALLATION

3.1 Tenant shall install, at Tenant's cost, the Tower at the location depicted on Exhibit A. The Tower shall be constructed in accordance with the plans and specifications attached hereto as Exhibit B. Upon the termination of the lease, and at the sole option of Landlord, the ownership of the Tower shall be transferred to Landlord.

3.2 The Communications Facility may be installed by Tenant or by any of Tenant's agents or contractors. Tenant may run transmission lines between Tenant's equipment and Tenant's antenna(s), dish(es) and grid(s) as set forth in Exhibit B. Subject to the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, Tenant has the right to make alterations to the Communications Facility from time to time as Tenant determines to be necessary or desirable; provided, however, that Tenant shall have the right, without the prior consent of Landlord, to replace, repair and upgrade its Communications Facility for the purpose of rectifying any damage to the Communications Facility or incorporating Tenant's technological advancements, provided that such replacement, repair or upgrade does not materially alter the nature, size, or use of the Communications Facility as the same is described herein.

3.3 All work to be performed on the Premises and any easement area shall be performed in a good and workmanlike manner, and in accordance with all applicable governmental laws, ordinances, regulations, codes and District Policies. Tenant shall obtain all permits necessary for such construction. Any contractor performing work on the Premises shall furnish a payment bond, with corporate surety licensed to do business in the State of Nebraska, in the full amount of the cost of such improvements, showing Landlord as the beneficiary thereon. All such contractors shall carry statutory worker's compensation insurance and liability insurance coverages as are customarily maintained by reputable general contractors in the Omaha, Nebraska area.

4. TERM

4.1 Primary Term

The primary term ("Primary Term") of this Lease will be for five (5) years, and will

commence on the date that Tenant begins construction ("Commencement") and will terminate at 11:59 p.m. on the last day of the month in which the fifth (5th) annual anniversary of the Commencement Date occurs, unless sooner terminated as provided herein.

4.2 Extended Term

Tenant is granted the option to extend the Primary Term of this Lease for four (4) additional periods of five (5) years each ("Extended Term"), provided Tenant is not then in default under this Lease. Each of Tenant's options to extend will be deemed automatically exercised without any action by either party unless Tenant gives written notice of its decision not to exercise any option(s) to Landlord before expiration of the then current term.

5. RENT

Tenant agrees to pay Landlord the annual sum of twelve thousand dollars (\$12,000) ("Rent"), payable monthly in advance in equal installments of one thousand dollars (\$1,000), on or before the fifth (5th) day of each and every calendar month during the Primary Term and each Extended Term. The annual Rent in each succeeding Extended Term, shall be one hundred fifteen percent (115 %) of the Rent during the immediately preceding Term. Rent will be paid to Landlord at its address designated in Section 9. Rent for any period during the term of this Lease that is less than one (1) year will be prorated based on a three hundred sixty-five (365) day year.

6. ACCESS AND UTILITY EASEMENTS

Landlord grants to Tenant, for use by Tenant, its employees, agents, contractors and by utility companies, nonexclusive easement and license over, under, upon and across the adjoining lands of Landlord, and rights-of-way or easements owned or leased by Landlord as set forth in Exhibit A, on a twenty-four (24) hour daily basis, for (i) ingress and egress to and from the Premises and the Communications Facility (the "Access Easement"), and (ii) the installation, operation and maintenance of necessary utilities for the Premises and the Communications Facility (the "Utility Easement"). Such Access Easement and Utility Easement will be over and lie within existing roads, parking lots and/or roads hereafter established by Tenant. Conditioned upon Landlord's prior consent, which will not be unreasonably withheld, delayed or conditioned, Tenant may improve the Access Easement by grading, graveling and/or paving. The Access Easement, to the extent further identified, is more particularly described on Exhibit C, and the Utility Easement, to the extent further identified and not lying within the Access Easement, is more particularly described on Exhibit D. Tenant will notify Landlord of any change in the particular location of any Access Easement or Utility Easement, if such differs from the descriptions on Exhibits C and D hereto. No right of access, easement, or license over, under, upon, or across the property of the Landlord or any rights of way or easements owned or leased by the Landlord may be given, assigned, transferred, or conveyed by the Tenant to any other party, except with Landlord's consent, which will not be unreasonably withheld, delayed or conditioned; provided however, that such restrictions shall not apply to Tenant's Control Group, as such term is defined in Section 17 herein.

7. UTILITIES

Tenant will be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Premises. If necessary, Tenant will have a meter installed at the Premises for Tenant's utility use, and the cost of such meter and of installation, maintenance, and repair thereof will be paid for by Tenant. Conditioned upon Landlord's prior written consent, which will not be unreasonably withheld, delayed or conditioned, Tenant may install or improve existing utilities servicing the Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning damage to the Communications Facility.

8. HOLDING OVER

If Tenant holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Tenant will become a Tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to the Lease term and, during any such month-to-month tenancy, Tenant will pay monthly rent in an amount that is one-twelfth (1/12th) of the Rent. Tenant will continue occupying the Premises from month-to-month until terminated by Landlord or Tenant by the giving of thirty (30) days prior written notice to the other.

9. NOTICE

All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the applicable party as follows:

Landlord: Millard Public School District
5606 South 147th Street
Omaha, Nebraska 68137
Attention: Superintendent of Schools

Tenant: AT&T Wireless
RE: Site Number: OMAHANE1081, Site Name: 156th Street & Blondo
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Lease Administration

with a copy to: AT&T Wireless
RE: Site Number: OMAHANE1081, Site Name: 156th Street & Blondo
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Legal Department

A party may change its address to which any notice or demand may be given by thirty (30) days prior written notice thereof to the other party.

10. LIABILITY AND INDEMNITY

Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising from any breach of this Lease by Tenant, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the term of this Lease in or about the Premises. Landlord agrees to indemnify and save Tenant harmless from all claims (including costs and expenses of defending against such claims) arising from any breach of this Lease by Landlord, or any negligent act, negligent omission or intentional tort of Landlord or Landlord's agents, employees, contractors, invitees, licensees. The provisions of this Section 10 will survive the termination of this Lease.

11. TERMINATION

11.1. In addition to the termination provision contained in Section 12 of this Lease, Tenant has the right to terminate this Lease at any time, without prior notice and without penalty or payment of liquidated damages, upon any of the following events:

11.1.1. If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Facility cannot be obtained, or is revoked other than due to the fault of Tenant, or if Tenant determines the cost of obtaining such approval is prohibitive; or

11.1.2. If Tenant determines that the Premises are not appropriate for locating the Communications Facility for technological reasons, including, but not limited to, signal interference; or

11.1.3. If Tenant determines after the Communications Facility becomes operational, that the Premises are no longer appropriate for continuing to locate the Communications Facility for technological reasons, including, but not limited to, signal interference from third parties located on Landlord's property or subsequent changes in system or network design; provided however, that in such event Tenant will give Landlord sixty (60) days written notice of termination of this Lease under the terms of this Section 11.1.3; or

11.1.4. If Landlord fails to provide any approvals required by this Lease; or

11.1.5. If Landlord breaches any of its warranties or covenants in this Lease and such breach is not cured within the time limits of Section 12.2; or

11.1.6. If Tenant elects to terminate, in Tenant's reasonable judgment, the Lease because of a partial or complete taking of the Premises as a result of a condemnation, or other damage or destruction to the Premises.

11.2. Upon termination, neither party will owe any further obligations under this Lease except for the indemnities and hold harmless provisions in this Lease, the provisions of Section 20 of this Lease, the prompt reimbursement of pro-rata prepaid rent and Tenant's responsibility for removing all of the Communications Facility from the Premises and restoring the Premises to its condition as of the Commencement Date of this Lease, as near as practicable (save and except utilities and fences installed, access areas improved, removal of vegetation for construction purposes, concrete pads and guy anchors installed, items constructed or changed by any person(s) or entity(ies) other than Tenant, normal wear and tear, and acts beyond Tenant's control).

11.3. Notwithstanding the foregoing, if Tenant terminates the Lease prior to the expiration of the then current term for any reason other than stated in Sections 11.1, 18, 23, 25 and 26, Tenant shall pay to Landlord a termination penalty equal to nine (9) months of the then current monthly rent in complete satisfaction of any Rent claims of Landlord. Tenant shall pay to Landlord the termination penalty within ninety (90) days of Tenant's Notice to Landlord of its election to terminate the Lease.

12. DEFAULT

If Tenant fails to comply with any material provision of this Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof from Landlord, Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals and any other damages to which Landlord may be entitled. If any such default cannot reasonably be cured within thirty (30) days, Tenant will not be deemed to be in default under this Lease if Tenant commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. If Landlord is entitled to collect or otherwise remedy said damages, and if Landlord seeks enforcement of its rights through an attorney or other legal procedures, Landlord is entitled to collect, in addition to any other amounts owed, its reasonable costs and attorneys' fees thereby incurred.

If Landlord fails to comply with any material provision of this Lease, and such failure is not cured within thirty (30) days after receipt of written notice thereof from Tenant, Tenant may, at its option, cure the failure at Landlord's expense (which expense may, at Tenant's option, be deducted from rent) or terminate this Lease without affecting its right to demand, sue for, and collect all of its damages arising out of Landlord's failure to comply. If any such default cannot reasonably be cured within thirty (30) days, Landlord will not be deemed to be in default under this Lease if Landlord commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. If Tenant is entitled to collect or otherwise remedy said damages, and if Tenant seeks enforcement of its rights through an attorney or other legal procedures, Tenant is entitled to collect, in addition to any other amounts owed, its reasonable costs and attorneys' fees thereby incurred.

The rights and remedies stated in this Lease are not exclusive and the parties, in the event of a breach of this Lease or a dispute, are entitled to pursue any of the remedies provided in this Lease, by law, or by equity.

No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease will operate as a waiver of any of the rights provided hereunder or by law or equity, nor will any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver will affect any term or condition other than the one specified in such waiver and the express waiver will apply only for the time and manner specifically stated.

13. TAXES

Tenant recognizes and Landlord represents and warrants that it is a governmental entity exempt from tax. Tenant will pay annually to Landlord an amount equal to any real estate taxes attributable to any improvement to the Premises made by Tenant. Tenant will pay to Landlord such tax within sixty (60) days of receipt of sufficient documentation indicating calculation of Tenant's share and payment of the real estate taxes by Landlord. Landlord must pay annually when due all real estate taxes and assessments attributable to the Premises, the Access Easement, the Utility Easement, and the tax lot(s) of which they are a part. Upon written request by Tenant, Landlord will furnish evidence of payment of such assessments and taxes.

14. INSURANCE

14.1. Required Insurance of Tenant

Tenant must, during the term of this Lease and at Tenant's sole expense, obtain and keep in force, not less than the following insurance:

14.1.1. Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon the Communications Facility in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facility;

14.1.2. Commercial General Liability and casualty insuring operations hazard, independent contractor hazard, contractual liability, and products and completed operations liability, in limits not less than \$5,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability, naming Landlord as an additional insured; and

14.1.3. Workers' Compensation and Employer's Liability insurance.

14.2. Required Insurance of Landlord

Landlord must, during the term of this Lease and at Landlord's sole expense, obtain and keep in force, the following insurance:

14.2.1. Commercial General Liability insuring operations hazard, independent contractor hazard, contractual liability and products and completed operations liability, in

limits not less than \$5,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability.

14.3. Policies of Insurance

All required insurance policies must be taken out with reputable national insurers that are licensed to do business in the jurisdiction where the Premises are located. Each party will deliver certificates of insurance to the other party upon request. All policies must contain an undertaking by the insurers to notify the other party in writing not less than fifteen (15) days before any material change, reduction in coverage, cancellation, or termination of the insurance.

15. FIXTURES

Landlord covenants and agrees that no part of the improvements installed, constructed, erected or placed by Tenant on the Premises or other real property owned by Landlord will be or become, or be considered as being, affixed to or a part of Landlord's real property; and any and all provisions and principles of law to the contrary notwithstanding, it is the specific intention of Landlord to covenant and agree hereby that all personal property and improvements of every kind and nature installed, constructed, erected, or placed by Tenant on the Premises, or other real property owned or leased by Landlord, will be and remain the property of Tenant despite any default or termination of this Lease and shall be removed by Tenant and that Tenant at its expense restores the Premises pursuant to Section 11.2. Failure to remove all personal property and improvements within one hundred eighty (180) days of the termination of this lease agreement and any extensions thereof shall result in the abandonment of the property by the Tenant and may be removed by the Landlord at Tenant's expense.

16. MEMORANDUM OF AGREEMENT

After preparation of the legal descriptions of the Premises, Access Easement and Utility Easement, each party, at the request of the other, will sign a Memorandum of Lease, in the form of Exhibit E, and Easements. Tenant, at its sole expense, may record the Memorandum of Lease and Easements in the land records of the recording office(s) reasonable for notice purposes.

17. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant shall have the right to sublease or assign its rights under this Lease to any party affiliated, under common control or otherwise related to Tenant, successor legal entities or any party acquiring substantially all the assets of Tenant (the "Control Group") without the consent of Landlord. Tenant may sublease or assign its rights under this Lease to any other entity with Landlord's consent, which will not be unreasonably withheld, delayed or conditioned. In all such cases Tenant 1) shall notify Landlord as soon as is practicable of such assignment or sublease to a member of the Control Group; 2) shall notify Landlord in advance of any proposed assignment or sublease to any other entity; and 3) such assignment or sublease will not release Tenant from its obligations under the Lease, except that in the event of Tenant's assignment of the Lease to a

member of the Control Group, with Landlord's prior written consent, which consent shall not be unreasonably withheld, Tenant will be relieved of all future performance, liabilities and obligations under the Lease.

18. PERMITS

Landlord acknowledges that Tenant will be contacting the appropriate local governmental agencies for the purposes of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "Permits") necessary for the installation, construction, operation and maintenance of the Communications Facility. Landlord agrees to cooperate with Tenant in obtaining the Permits

19. DEBT SECURITY

Tenant may, without Landlord's consent, pledge, mortgage, convey by deed of trust or security deed, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing bona fide indebtedness any or all of Tenant's interest in this Lease, any part thereof, and any and all of Tenant's right, title, and interest in and to any and all of the Communications Facility. Promptly on Tenant's or Tenant's lender's request, Landlord shall execute and deliver, and shall assist in facilitating the execution and delivery of, all documents requested by any of Tenant's lenders including but not limited to waivers of Landlord's right to levy or distraint upon for rent any of Tenant's property given as security for a debt. Landlord consents that none of the Communications Facility shall become fixtures, consents to giving notice to Tenant's lender(s) in the event of Tenant's default under the provisions of this Lease, consents to Tenant's assignment to any lender(s) of any and all of Tenant's interest in or to this Lease and the Communications Facility and nondisturbance agreements from Landlord and Landlord's lenders.

20. ENVIRONMENTAL MATTERS

Landlord warrants and represents that the Premises, Access Easement and Utility Easement, and any existing improvements thereon, are free of Hazardous Substances (as defined below). Landlord will indemnify, protect, defend, and hold harmless Tenant from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages and expenses, including, without limitation, attorneys' fees, sustained or incurred by Tenant pursuant to any federal, state or local laws, implementing regulations, common law or otherwise, dealing with matters relating to the environment, hazardous substances, toxic substances and/or contamination of any type whatsoever (collectively, "Hazardous Substances") in, upon or beneath the Premises, Access Easement or the Utility Easement, provided this indemnification shall not apply with respect to any Hazardous Substances released by Tenant.

Tenant will indemnify, protect, defend and hold harmless Landlord from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages and expenses, including, without limitation, attorneys' fees, sustained or incurred by Landlord pursuant to any federal, state or local laws, implementing regulations, common law or otherwise

dealing with matters relating to Hazardous Substances released by Tenant in, upon or beneath the Premises, Access Easement or Utility Easement.

21. FENCES

During the Primary Term and each Extended Term, Tenant may fence in that portion of the Premises as provided in Exhibit B and is responsible for the proper and efficient operation and protection of the Communications Facility. Tenant shall, during the term of this Lease and any extensions thereof, keep any such fence in a good, safe, and aesthetically acceptable condition.

22. TITLE

Landlord represents and warrants to Tenant that Landlord has good and marketable title to the Premises, Access Easement and Utility Easement, free and clear of all liens, encumbrances and exceptions, except those described in Exhibit F attached hereto, of duration and quality equal to that conveyed to Tenant by this Lease. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities. Landlord further represents and warrants that there are no holders of any mortgage, lien, encumbrance, estate or any other prior interest in the Premises, Access Easement, or Utility Easement.

23. CONDEMNATION OF PREMISES

If any governmental, public body or other condemning authority takes, or if Landlord transfers in lieu of such taking, all or part of the Premises, Access Easement or Utility Easement thereby making it physically or financially infeasible for the Premises to be used in the manner intended by the Lease, Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. Landlord shall provide notice to Tenant of any such condemnation or transfer in lieu of condemnation within forty-eight (48) hours of Landlord's receipt of such notification.

In the event of any condemnation, taking or conveyance in lieu thereof which results in a termination of the Lease, Landlord will not be entitled to that portion, if any, of an award made to or for the benefit of Tenant for loss of Tenant's business or depreciation, the cost of removal of Tenant's trade fixtures and equipment or the value of any unexpired term of this Lease.

24. QUIET ENJOYMENT

Landlord covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, will peaceably and quietly hold and enjoy the right to use the Premises, Access Easement and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Landlord or any person(s) or entity(ies) claiming under the Landlord for so long as such use does not interfere with the operation of the public schools

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within the Millard School District.

25. CONTINGENCIES

Notwithstanding anything contained herein to the contrary, and in addition to and not in limitation of Tenant's other rights hereunder, it is expressly agreed that Tenant's obligations under this Lease are conditioned upon:

25.1. Tenant's satisfaction with the status of title to the Premises and, at Tenant's option and Tenant's receipt of a leasehold title insurance policy insuring its leasehold interest in the Premises, in form and substance satisfactory to Tenant. Landlord shall execute the standard form of title company affidavit in order to enable Tenant to obtain title insurance on the Premises free and clear of all exceptions other than those which have been disclosed in writing to Tenant and which do not interfere with Tenant's use of the Premises.

25.2. Tenant's satisfaction, in its sole and absolute discretion and prior to commercial operation of the Communications Facility, with 1) the feasibility of engineering, installing, constructing and operating the Communication's Facility; and, 2) Tenant's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for Tenant to use and operate the Communication's Facility on the Premises. Tenant is hereby given as the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Premises are suitable for Tenant's use intended by this Lease.

26. INTERFERENCE

Landlord will not use, allow or permit its property to be used in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use which could cause any destructive or conflicting interference with the Communications Facility. If any harmful interference shall result to the Communications Facility from the operation upon Landlord's property of any transmitters, equipment, antennae, dishes or other equipment or devices of a third party, then Landlord shall immediately cause such operations to cease until such interference is eliminated. If Landlord is unable to cure such interference within thirty (30) days of Tenant's demand, Tenant may terminate this lease without penalty.

If any harmful interference shall result to the Communications Facility from the operation upon Landlord's property of any of Landlord's transmitters, equipment, antennae, dishes or other equipment or devices, then Landlord shall immediately attempt to eliminate such interference. If Landlord is unable to cure such interference within thirty (30) days of Tenant's demand, Tenant may terminate this lease without penalty.

In the event that Tenant's equipment causes interference with any of Landlord's communications equipment, Tenant, upon notice received of the interference, shall take all steps

necessary to correct and eliminate the interference as soon as possible and shall take all necessary precautions and corrective action needed to prevent the reoccurrence of the interference.

27. ITEMS TO BE AVAILABLE TO TENANT

Within ten (10) days following the last date of execution of this Lease, Landlord shall, to the extent available, make available to Tenant for inspection and copying, an accurate copy of all engineering reports, environmental audits, surveys, plats, plans, blueprints and other drawings relating to the Premises.

28. COMPLIANCE

Landlord represents and warrants that all operations conducted by Landlord in connection with the Property meet all applicable state, federal, county and local laws, codes and regulations. Landlord agrees that it will conduct its operations in the future in accordance with all such codes and regulations. Landlord is not required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering the Property in order for Tenant to construct, operate, maintain or access the Communications Facility.

During the term of this Lease, Tenant will comply with all applicable laws and District Policies relating to Tenant's use of the Premises. Tenant will not commit or suffer to be committed any waste on the Premises or any nuisance.

29. LIENS

Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant and shall indemnify, defend and hold Landlord harmless from all claims, costs and liabilities, including reasonable attorneys' fees and costs, in connection with or arising out of any such lien or claim of lien. Tenant shall cause any such lien imposed on the Premises to be released of record by payment or posting of a proper bond within sixty (60) days after written request by Landlord.

30. SUBORDINATION

Tenant agrees that this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Premises and to all modifications thereto, provided that Tenant's possession of the Premises shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease and Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Tenant agrees to attorn to the mortgagee, trustee or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Tenant's possession of the Premises shall not be disturbed so long as Tenant shall

continue to perform its duties and obligations under this Lease.

31. ENTIRE AGREEMENT AND BINDING EFFECT

This Lease and any attached exhibits and nondisturbance and attornment agreement(s) mentioning this Lease, constitute the entire agreement between Landlord and Tenant; no prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

32. RELOCATION RIGHT

Subject to § 79-10,107, RRS (1996), Landlord will have the right, at any time the land is to be used by the school and is no longer surplus, to relocate the Communications Facility of Tenant, or any part thereof, to an alternate ground location on Landlord's property and/or to space within and/or on top of a building situated on Landlord's property (the "Building"); provided, however, that such relocation will (1) be at Landlord's sole cost and expense, (2) be performed exclusively by Tenant or its agents, (3) not result in any interruption of the communications service provided by Tenant on Landlord's property, (4) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Landlord's property, and (5) be done in accordance with the terms and conditions of this Section 32. Upon relocation of the Communications Facility of Tenant, the access and utility easement(s) of Tenant will be relocated as required to operate and maintain the communication facility of Tenant.

Landlord will exercise its relocation right by, and only by, delivering written notice (the "notice") to Tenant. In the notice, Landlord will propose an alternate site on Landlord's property to which Tenant may relocate its Communications Facility. Tenant will have sixty (60) days from the date it receives the notice to evaluate Landlord's proposed relocation site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If Tenant fails to approve of such proposed relocation site in writing within said sixty-day period, then Tenant will be deemed to have disapproved such proposed relocation site. If Tenant disapproves such relocation site, then Landlord may thereafter propose another relocation site by notice to Tenant in the manner set forth above. Any relocation site which Landlord and Tenant agree upon in writing is referred to hereinafter as the "Relocation Premises". Tenant will have a period of ninety (90) days after execution of a written agreement between the parties concerning the location and dimensions of the Relocation Premises to relocate (at Landlord's expense) its Communications Facility to the Relocation Premises.

Upon relocation of the Communications Facility of Tenant, or any part thereof, to the

Relocation Premises, all references to the Premises in the Agreement will be deemed to be references to the Relocation Premises. Landlord and Tenant hereby agree that the Relocation Premises, including the access and utility right of way, may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then replace Exhibit A and become a part hereof and will control or describe the Premises. Except as expressly provided in this Exhibit, Landlord and Tenant hereby agree that in no event will the relocation of the Communications Facility, or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions of the foregoing Agreement.

33. GOVERNING LAW

This Lease shall be governed by the laws of the state of Nebraska.

34. NON-BINDING UNTIL FULLY EXECUTED

This Lease is for discussion purposes only and does not constitute a formal offer by either party. This Lease is not and shall not be binding on either party until and unless it is fully executed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date and year first above written.

TENANT:

LANDLORD:

AT&T WIRELESS PCS, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY, d/b/a AT&T WIRELESS

SCHOOL DISTRICT NO. 17, DOUGLAS
COUNTY, NEBRASKA, a/k/a MILLARD
PUBLIC SCHOOLS

BY: AT&T WIRELESS SERVICES, INC.
A DELAWARE CORPORATION,
ITS MEMBER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF PREMISES

LANDS – TWN – RGE – 14-15-11 IRR S 512.18 E 591.23 W 641.23 FT SW $\frac{1}{4}$ NW $\frac{1}{4}$ & IRR E 591.23 W 641.23 N
189.14 FT NW $\frac{1}{4}$ SW $\frac{1}{4}$



AT&T

AT&T WIRELESS SERVICES, L.L.C.

SITE NUMBER: OMAHNE1081A

SITE NAME: 156th & BLONDO (GRACE ABBOTT SCHOOL)

DRAWING INDEX

A-OMAHNE1081A-T01	TITLE SHEET
A-OMAHNE1081A-C01	SITE PLAN
A-OMAHNE1081A-C02	SITE ELEVATION

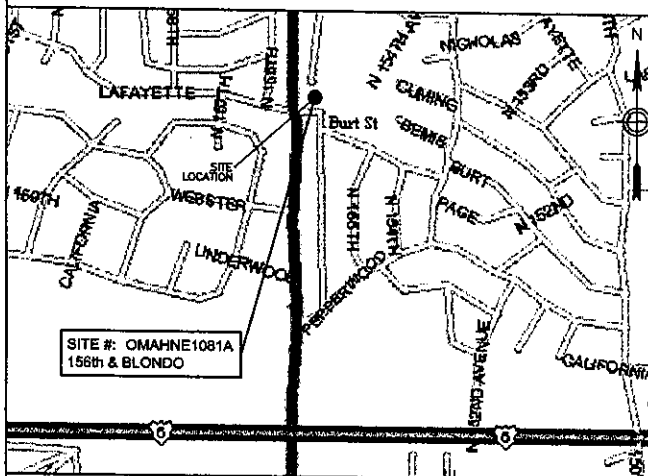
REV.

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1
1

DIRECTIONS

FROM OMAHA : TAKE U.S. 6 WEST TO 156th ST. RAMP, KEEP RIGHT AT THE FORK IN THE RAMP. MERGE ONTO 156th ST. GO NORTH. SITE IS LOCATED ON RIGHT SIDE OF THE STREET.

VICINITY MAP



PROJECT INFORMATION

SCOPE OF WORK: AN UNMANNED TELECOMMUNICATIONS FACILITY INCLUDING ANTENNA INSTALLATION AT 87' A.G.L. ON AN EXISTING 70' MICROPOLE TOWER WITH EXTERIOR RADIO CABINETS.

SITE ADDRESS: 1313 N. 158th STREET OMAHA, NE 68118

PROPERTY OWNER: GRACE ABBOTT SCHOOL

CONTACT PERSON: KEN FOSSEN

APPLICANT: AT&T WIRELESS SERVICES, INC. 118 SOUTH 16th STREET, 8th FLOOR WEST DES MOINES, IOWA 50266

LATITUDE: 41°-16'-11.94"N

LONGITUDE: 96°-06'-23.10"W

LAT/LONG TYPE: DEG.-MIN.-SEC.

ELEVATION: 1225

JURISDICTION: DOUGLAS COUNTY

CURRENT USE: RESIDENTIAL

PROPOSED USE: TELECOMMUNICATIONS FACILITY

LAT/LONG AND ELEVATION AS PROVIDED BY RF.

SITE QUALIFICATION PARTICIPANTS

	NAME	COMPANY	NUMBER
A/E	TOM ZIMMERMANN	TERRA CONSULTING GROUP, LTD.	847-696-8400
SAC	JESSICA WALSH	BECHTEL	952-221-5128
RF	SADASHV KULKARNI	BECHTEL	402-215-3330
CON	FRANK DRAFT	BECHTEL	952-854-4333
LANDLORD	KEN FOSSEN	GRACE ABBOTT SCHOOL	402-691-1396
OTHER	ROBERT GARCIA	AT&T OPERATIONS DEPT.	402-203-0173

PLANS SCALE: 1/8"=1'-0" (1/4"=1'-0")
 HALF SCALE ON 11x17 MEDIA

TERRA
 CONSULTING GROUP, LTD.
 800 Busse Highway
 Park Ridge, IL 60066
 PH: 847/825-5400
 FAX: 847/896-6401

SITE NUMBER: OMAHNE1081A
SITE NAME: 156th & BLONDO
 1313 N. 156th STREET
 OMAHA, NE

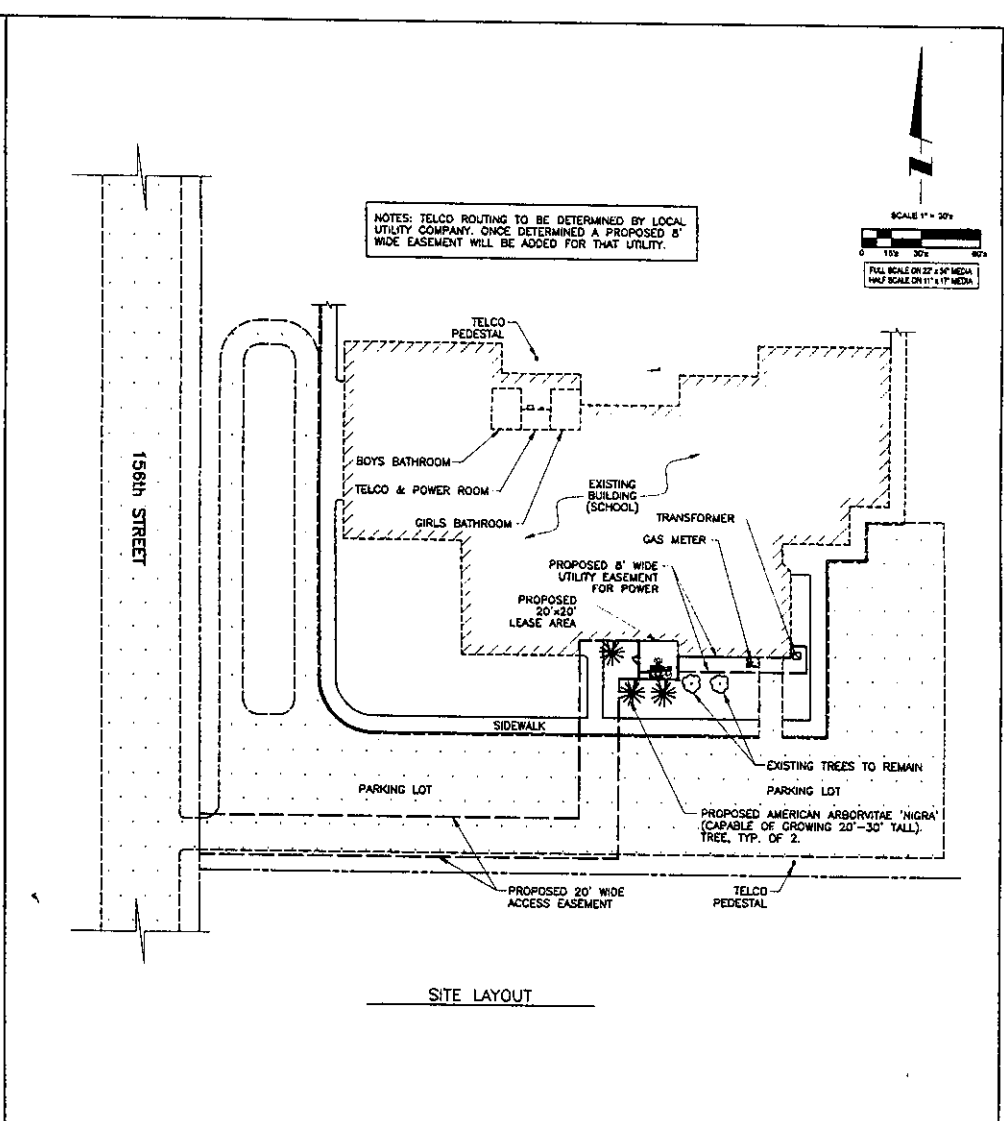
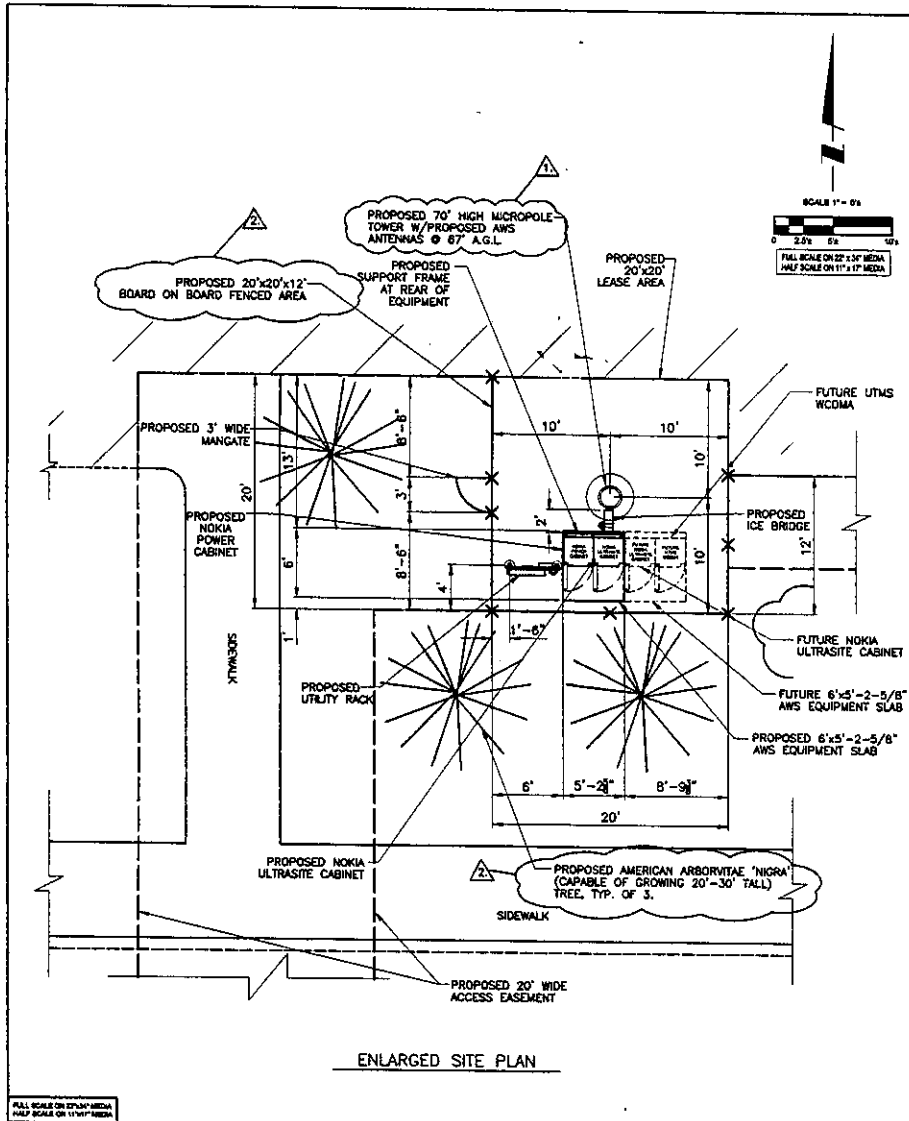
AT&T
 AT&T WIRELESS SERVICES, INC.
 118 SOUTH 16th STREET, 8th FLOOR
 OMAHA, NE 68118
 (402) 363-8173 (A) (402) 363-8882 (R)

2	8/23/03	ADDITIONAL ZONING COMMENTS	TP	TAZ	JJZ
1	4/18/03	CITY OF OMAHA COMMENTS	WM	JJZ	TAZ
0	3/15/03	ISSUED FOR ZONING	TJZ	JJZ	TAZ
1	3/4/03	ISSUED FOR ZONING REVIEW	TJZ	JJZ	TAZ
No.	Date	REVISIONS	By	Chk.	APPD.

SCALE: AS SHOWN
 DESIGNED BY: WM
 DRAWN BY: WM

DRAWING DESCRIPTION		
TITLE SHEET		
JOB NUMBER:	DRAWING NUMBER	REV.
24897-613	A-OMAHNE1081A-T01	1

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TERRA
 CONSULTING ENGINEERS, ARCHITECTS, ENVIRONMENTAL SCIENTISTS
 800 Business Highway
 Park Ridge, IL 60068
 PH: 847/958-6400
 FAC: 847/958-6401

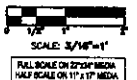
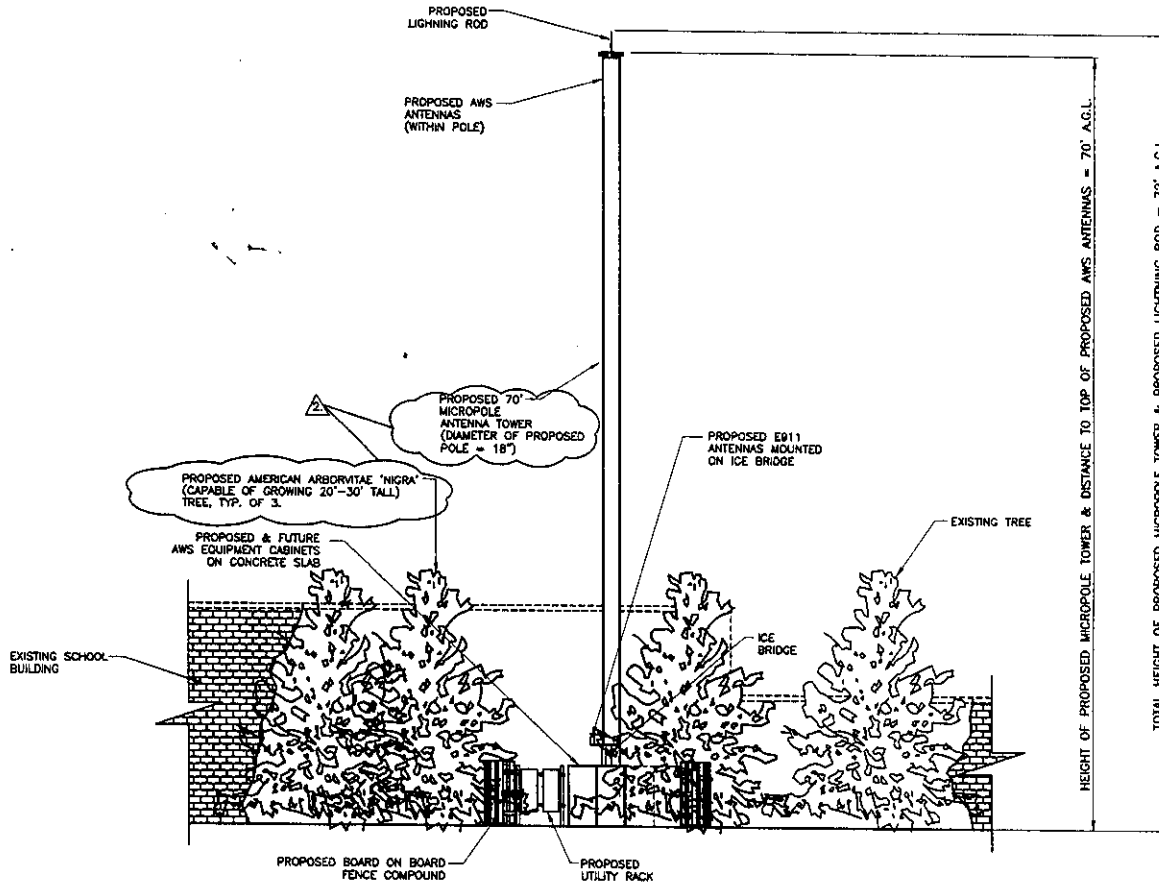
SITE NUMBER: OMAHNE1081A
 SITE NAME: 158th & BLONDO
 1318 N. 158th STREET
 OMAHA, NE

AT&T
 AT&T WIRELESS SERVICES, INC.
 118 SOUTH 10th STREET, 8th FLOOR
 OMAHA, NE 68102
 (402) 353-0173 (LA) (402) 381-1883 (NW)

2	6/23/03	ADDITIONAL ZONING COMMENTS	TP	TAZ	JLZ
1	4/15/03	CITY OF OMAHA COMMENTS	TM	JLZ	TAZ
0	3/15/03	ISSUED FOR ZONING	TAB	JLZ	TAZ
1	3/5/03	ISSUED FOR ZONING REVIEW	TAB	JLZ	TAZ
No.	Date	REVISIONS	BY	CHK	LAPPD
SCALE:	AS SHOWN	DESIGNED BY:	WM	DRAWN BY:	WM

DRAWING DESCRIPTION		
SITE PLAN		
JOB NUMBER:	DRAWING NUMBER:	REV.
24897-613	A-OMAHNE1081A-C01	1

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SOUTH ELEVATION

FULL SCALE ON 24\"/>

TERRA
 CONSULTING GROUP, LTD.
 900 Burrus Highway
 Park Ridge, IL 60068
 POC: 847/898-8400
 FAX: 847/898-8401

TERRA #
 18-032

SITE NUMBER: OMAHNE1081A
 SITE NAME: 156th & BLONDO
 1313 N. 156th STREET
 OMAHA, NE

AT&T
 AT&T WIRELESS SERVICES, INC.
 118 NORTH 19th STREET, 9th FLOOR
 OMAHA, NE 68102
 (402) 363-4173 (ex) (402) 362-6842 (fax)

2	5/22/03	ADDITIONAL ZONING COMMENTS	TP	JAE	JAE
1	4/10/03	CITY OF OMAHA COMMENTS	WM	JAE	TAE
0	3/15/03	ISSUED FOR ZONING	TJB	JAE	TAE
1	3/5/03	ISSUED FOR ZONING REVIEW	TJB	JAE	TAE
No.	Date	REVISIONS	BY	CHK	APPD

SCALE: AS SHOWN DESIGNED BY: WM DRAWN BY: WM

(SPACE FOR PROFESSIONAL SEAL)

DRAWING DESCRIPTION		
SITE ELEVATION		
JOB NUMBER	DRAWING NUMBER	REV
24897-613	A-OMAHNE1081A-C02	1

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AGENDA SUMMARY SHEET

AGENDA ITEM: Nebraska Schools Medicaid Consortium Agreement

MEETING DATE: June 2, 2003

DEPARTMENT: Business

TITLE & BRIEF DESCRIPTION: Nebraska Schools Medicaid Consortium Agreement – The renewal of an interlocal agreement with other schools seeking federal reimbursement for services provided to medicaid-eligible students.

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: About 2½ years ago, the District entered into an interlocal agreement with the OPS, LPS, and other schools in the metro area to seek federal reimbursement for services provided to Medicaid-eligible students.

Attached is a renewal of that agreement. Due to the number of additional school districts entering the consortium, a lower rate for the services of the consulting firm conducting the studies and submitting the claims has been negotiated. The renewal agreement (and the reduced fees) would be retroactive to September 1, 2002.

Thus far, the District has received reimbursement through the consortium in the amount of \$35,444 (FYE03) and \$122,820 (FYE02).

OPTIONS AND ALTERNATIVES: The district could conduct its own studies and submit its own claims, however, as was discussed a couple of years ago, the cost to the district would be greater to do it independently than to do it through the consortium..

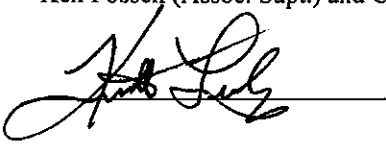
RECOMMENDATION: It is recommended that the District enter into the Interlocal Participation Agreement with the Nebraska School Medicaid Consortium as presented.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate

RESPONSIBLE PERSON: Ken Fossen (Assoc. Supt.) and Charlene Snyder (Dir. of Spec. Ed.)

SUPERINTENDENT'S APPROVAL: 

INTERLOCAL PARTICIPATION AGREEMENT - SCHOOL DISTRICT

THIS AGREEMENT is made effective this 1st day of September, 2002, by and between Douglas County School District 017, in the State of Nebraska (hereinafter, the "Participating District"), and the Nebraska Schools Medicaid Consortium, a joint entity created under the Nebraska Interlocal Cooperation Act (hereinafter, the "Consortium").

WHEREAS, the Consortium was created on March 28, 2000, by Douglas County School District 001 and Lancaster County School District 001 in the State of Nebraska for the purposes of:

(a) Enabling such Districts to make efficient use of their powers by cooperating with each other on a basis of mutual advantage and thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

(b) Enabling such Districts to jointly prepare, document, and submit claims to the Nebraska Department of Health and Human Services Finance and Support (hereinafter, "NDHHS") under Sections 68-1071 and 68-1072 of R.R.S. Neb. 1943, as amended, for reimbursement to the extent possible under federal law, for administrative expenses under the Medicaid Administrative Outreach Program and in compliance with all applicable rules, regulations and procedures for such claims and payments; and

(c) Enabling such Districts to jointly contract for consulting services so as to obtain the benefits of greater efficiencies and economies of scale in the preparation and processing of claims under the Medicaid Administrative Outreach Program; and

WHEREAS, the Consortium awarded its initial contract for the consulting services to Deloitte Consulting LLC, effective September 1, 2000; and

WHEREAS, the Consortium has approved the proposal of DC Outsourcing BPO, L.P., a Delaware limited liability partnership and affiliate of Deloitte Consulting LLC, (hereinafter, "DC") to provide the consulting services effective as of September 1, 2002; and

WHEREAS, the Consortium has adopted and approved a Consulting Agreement with DC (hereinafter, the "Consulting Agreement"), a copy of which has been attached hereto and is incorporated herein by reference; and

WHEREAS, the Consulting Agreement authorizes the Consortium to enter into written agreements with other Nebraska School Districts and Educational Service Units (therein collectively referred to as "Represented School Districts") effective September 1, 2002, to participate in the School-Based Medicaid Administrative Outreach Program consistent with the terms of the Consulting Agreement; and

WHEREAS, Participating School District desires to participate in the School-Based Medicaid Outreach Program by agreeing to become a "Represented School District" under the terms of the Consulting Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual undertakings and benefits to accrue to Participating School District and to the public, and pursuant to

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Sections 13-801 to 827 of R.R.S. Neb. 1943, as amended (the Interlocal Cooperation Act) and Sections 68-1071 and 68-1072 of R.R.S. Neb. 1943, as amended, Participating School District and the Consortium agree as follows:

1. Incorporation of Consulting Agreement. The parties acknowledge the existence of the Consulting Agreement between the Consortium and DC and agree that the terms and conditions of this Participation Agreement shall be supplemented by and incorporate the terms and conditions of the Consulting Agreement.

2. Agreement to Become a Represented School District. Participating School District agrees that it shall be a "Represented School District" under the provisions and subject to all of the terms and conditions of the Consulting Agreement.

3. Term. This Agreement shall be effective from September 1, 2002, and shall terminate in accordance with the provisions of Article IV of the Consulting Agreement, unless sooner terminated in accordance with the provisions of this Agreement. Participating District acknowledges the Consortium has sole authority to exercise or not to exercise its option to extend the Consulting Agreement for the two additional one-year terms, beginning September 1, 2006, and September 1, 2007.

4. Cooperation. Copies of all information, data, reports, records and other information as are existing, available, and deemed necessary by DC in performing the services under the Consulting Agreement shall be furnished by Participating District to DC without charge upon request. All of Participating District's employees designated by DC for participation in quarterly time studies shall be made available for training and shall complete the time study as requested by DC. Participating District shall retain all

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documents designated by DC for audit purposes regarding each quarterly claim for seven years following submission of such claim.

5. Reimbursement. The expenses, including staff time, incurred by the Consortium or its members, related to or arising from this Agreement, all similar agreements with other Participating School Districts and Participating Units, and the Consulting Agreement (the "Direct Costs") shall be documented. The Consortium will present a breakdown of the Direct Costs incurred for the operation of the program to the Participating District. As compensation to the Consortium for its services under this Agreement, the Participating District shall pay to the Consortium its pro-rata share of the Consortium's Direct Costs. The Participating District's pro-rata share of the Consortium's Direct Costs shall be in the same proportion as the sum of the payments received by the Consortium on behalf of the Participating District under this Agreement bears to all payments received by the Consortium under all similar agreements to which the Consortium is a party plus those amounts received by the Consortium on behalf of its members for the same purpose(s). After the Consortium's Direct Costs are determined, the Participating District shall be furnished written notice of the Consortium's Direct Costs, and the Consortium shall deduct (and retain) the amount of such Direct Costs from the next quarterly payment due from the Consortium to the Participating District under this Agreement. In the event that no further quarterly payments are due from the Consortium to the Participating District after the Consortium's Direct Costs are determined, the Consortium shall submit to the Participating District an invoice for the amount of the Consortium's Direct Costs due from the Participating District, and the Participating District shall pay such invoiced

Direct Costs to the Consortium within thirty (30) days after the Participating District receives the invoice.

6. Distribution of Revenues. Funds paid pursuant to the claims processed under this Agreement under the Medicaid Administrative Outreach Program, less the fee due the State of Nebraska relating to the Program, shall be paid to the Consortium. Funds received by the Consortium pursuant to the Agreement shall first be used to pay the fee of DC pursuant to the Consulting Agreement and to reimburse the Consortium for the Direct Costs as provided by Paragraph 5. All remaining funds shall be disbursed to Participating District, other Participating School Districts and Units, and Consortium Member Districts according to the percentage breakdown furnished by DC or NDHHS of the amounts generated by each district and unit. Sums due to the Participating District under this Agreement shall be remitted to the Participating District by the Consortium within thirty (30) business days of the Consortium's receipt of such funds.

7. Confidential or Proprietary Information. The parties acknowledge that their participation in the Medicaid Administrative Outreach Program will involve the use of proprietary or confidential information and/or trade secrets of DC and the Consortium. The parties further acknowledge that it is difficult to determine whether certain information may be proprietary or confidential. Therefore, except as necessary to carry out the terms, conditions, or purposes of this Agreement or the Consulting Agreement, the Participating District shall not utilize or disclose any information provided to it by the Consortium, DC, or their agents and employees, obtained in connection with the Medicaid Administrative Outreach Program, except as may be required under the Nebraska Public Records Act (Neb. Rev. Stat. § 84-712, et seq.), without the express

written consent of the Consortium. Further, the Participating District may not duplicate or reproduce computer disks or computer-stored information utilized in connection with the Medicaid Administrative Outreach Program without the express written consent of the Consortium. The provisions of this section shall survive the expiration or termination of this Agreement or the Consulting Agreement.

8. Exclusive Relationship. During the term of this Agreement, Participating District shall receive processing of the reimbursement for its Medicaid Administrative Outreach claims only pursuant to the Medicaid Administrative Outreach Program and its contractual relationship with the Consortium. Participating District agrees that it shall not participate in any other program or otherwise contract with any other entity to obtain processing of or reimbursement for its Medicaid Administrative Outreach claims during the term of this Agreement.

9. Binding Nature and Assignment. This Agreement shall be binding upon the parties and their respective successors and assigns: provided, however, that neither party may assign this Agreement without the prior written consent of the other; provided, further, however, that the foregoing shall not prevent an assignment of this Agreement (and the rights and obligations thereunder) by either party to and successor to such party.

10. Notices. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications required or permitted under this Agreement shall be given in writing and mailed by registered or certified United States mail, return receipt requested, postage prepaid and addressed to the addressee at its address set forth below:

65.

If to the Consortium: Nebraska Schools Medicaid Consortium
Attn: Budget Office
Teacher Administrative Center
Omaha Public Schools
3215 Cuming Street
Omaha, Nebraska 68131-2024

If to Participating District: Charlene Snyder, Director of Special Education
Millard Public Schools
5606 S 147th Street
Omaha, NE 68137

11. Default. If Participating District fails to perform or abide by any of the terms and conditions of this Agreement, or if Participating District's acts or omissions materially contribute to a violation of the terms and conditions of the Consulting Agreement, the Consortium, at its sole option, may terminate this Agreement. The Consortium shall permit Participating District a reasonable time (which shall not be less than thirty (30) days) to correct any such default, if such default is capable of correction. Upon termination by reasons of Participating District's default, Participating District shall be entitled to any remaining compensation due it in accordance with the provisions of this Agreement, less any damages caused by Participating District's default.

12. Non-Waiver. The Consortium's waiver of a breach of this Agreement by Participating District shall not constitute a waiver as to any other breach of the Agreement by Participating District.

13. Entire Agreement. This Agreement shall apply to all claims for fiscal quarters after September 1, 2002. As to such fiscal quarters, this Agreement constitutes the entire Agreement between the parties with respect to Medicaid Administrative Outreach claims reimbursement and the administration thereof and

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supersedes all other oral or written representations, understandings, or agreements relating to Medicaid Administrative Outreach claims and their administration.

14. Severability. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of the Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

15. Further Assurances. From time to time, Participating District shall, at the request of the Consortium, execute and deliver to the Consortium (or other entity as directed by the Consortium) such additional documents as the Consortium may reasonably require to carry out the terms and conditions of this Agreement or the Consulting Agreement.

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

17. Reimbursement to the Consortium under certain circumstances. If any federal and/or state agency makes demand upon the Consortium for the repayment or return of revenues received by the Consortium for the benefit of the Participating District, or if any such revenues are recouped, setoff, or otherwise debited to the Consortium, Participating District shall, within thirty (30) business days of written notice from the Consortium, remit to the Consortium an amount equal to any such revenues transferred from or debited to the Consortium as a result of the demand or other actions of the federal and/or state agency.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the date first set above.

Douglas COUNTY SCHOOL DISTRICT
017

NEBRASKA SCHOOLS MEDICAID
CONSORTIUM

By: _____
President

By: _____
President

ATTEST:

ATTEST:

Secretary

Secretary

Dated: _____

Dated: _____

DOCS/550176.1

CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into as of the 1ST day of SEPT, 2002, by and between DC Outsourcing BPO, L.P., a Delaware limited partnership (referred to herein as "DC"), and the Nebraska Schools Medicaid Consortium, a joint entity created under the Nebraska Interlocal Cooperation Act (the "Client").

WITNESSETH:

WHEREAS, the Client desires DC to render professional services more particularly described in this Agreement and in Exhibit A, attached hereto (the "Services") for its Member School Districts, Douglas County School District 001, in the State of Nebraska, and Lancaster County School District 001, in the State of Nebraska (collectively, the "Members"); and

WHEREAS, DC represents that it is knowledgeable in the development, documentation and preparation of Medicaid Administrative Claims (as defined in Exhibit A) under Title XIX of the Social Security Act (the Federal Medicaid Program) (collectively, the "School-Based Medicaid Administrative Claim Program") and that it is qualified to perform the Services for the Client; and

NOW THEREFORE, in consideration of the foregoing, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

ARTICLE I ENGAGEMENT OF DC

- 1.1 The Client hereby engages DC and DC hereby agrees to perform the Services in accordance with the terms and conditions contained in this Consulting Agreement (the "Agreement"). During the term of this Agreement, the Client agrees not to engage other parties for the provision of the Services.
- 1.2 During the term of this Agreement, the Client agrees that it will encourage other school districts or Educational Services Units (collectively, hereinafter referred to as the "Represented School Districts") to participate in the School-Based Medicaid Administrative Claim Program; provided, however, that: i) client will secure written agreements from each Represented School District desiring to participate in the School-Based Medicaid Administrative Claim Program in a form acceptable to Deloitte Consulting; and ii) Deloitte Consulting reserves the right to terminate the participation of any Represented School District in the School-Based Medicaid Administrative Claim Program for cause.

ARTICLE II
SCOPE OF SERVICES, PERSONNEL AND ADMINISTRATION

- 2.1 In addition to the Services described in Exhibit A, the Services shall include all conferences and consultations deemed necessary by the parties. DC will have the right in its discretion to determine the depth of review, the level of services, and the assistance required to be provided by DC in the performance of the Services, based on consideration of the revenue potential, whether the incremental costs of any Services are justified by the potential revenues that reasonably are expected, and level of effort required.
- 2.2 The Services shall be performed at such locations as the parties mutually deem necessary and appropriate to the proper performance of the Services.
- 2.3 DC hereby waives any claim against the Client, the Members and the Represented School Districts and agrees not to hold the Client, the Members and the Represented School Districts liable for any personal injury or property damage incurred by DC, its employees or consultants in providing the Services, unless such personal injury or property damage is held in a court of competent jurisdiction to be directly attributable to the gross negligence or malicious, intentional misconduct of an employee or designee of the Client, the Members and the Represented School Districts acting within the scope of his employment or agency.
- 2.4 The Client hereby waives any claim against DC and agrees not to hold DC liable for any personal injury or property damage incurred by the Client or its employees in working with DC, unless such personal injury or property damage is held in a court of competent jurisdiction to be directly attributable to the gross negligence or malicious, intentional misconduct of a principal, employee or subcontractor of DC.
- 2.5 All employees and consultants engaged in providing the Services shall be supervised by a services director (the "Services Director"), Rick N. Jacobs, who is hereby duly designated by DC and acceptable to the Client. In addition to his other duties, the Services Director shall coordinate all Services provided under this Agreement. The Services Director or his designee shall meet with representatives of the Client as shall be reasonably requested by either party to discuss progress made with respect to, or any issues regarding, the Services and implementation of the School-Based Medicaid Administrative Claim Program. If DC determines that Mr. Jacobs is unable to perform as Services Director, then DC will designate a replacement who is acceptable to the Client, provided that Client's acceptance shall not be unreasonably withheld.
- 2.6 For the term of this Agreement and for one (1) year after its termination or expiration, DC shall not solicit the employment of any employee of the Client, the Members or the Represented School Districts who has directly and substantively worked with DC in its performance of this Agreement. This provision shall not restrict the right of DC (i) to solicit the employment of the Client's, the Members' or the Represented School Districts' personnel after such personnel have separated or have been separated from the Client's, the Members' or the Represented School Districts' service, provided that DC did not induce

such separation, (ii) to solicit or recruit generally in the media, and (iii) to hire, without the Client's prior written consent, any personnel of who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by DC.

- 2.7 For the term of this Agreement and for one (1) year after its termination or expiration, Client, the Members or the Represented School Districts shall not solicit the employment of any employee of DC who has directly and substantively worked with Client, the Members or the Represented School Districts in its performance of this Agreement. This provision shall not restrict the right of Client, the Members or the Represented School Districts (i) to solicit the employment of DC's personnel after such personnel have separated or have been separated from DC's service, provided that Client did not induce such separation, (ii) to solicit or recruit generally in the media, and (iii) to hire, without DC's prior written consent, any personnel of DC who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by Client.

ARTICLE III COMPENSATION

- 3.1 For the performance of the Services provided by DC, DC shall be compensated in accordance with Exhibit B ("Compensation") attached hereto. Without limiting its other rights or remedies, DC shall have the right to halt or terminate entirely its Services until payment is received on amounts past due in accordance with Section 4.7.

ARTICLE IV TIME FOR PERFORMANCE, TERM AND TERMINATION

- 4.1 This Agreement shall be effective from September 1, 2002 through August 31, 2006 (the "Initial Term"). Client and DC hereby agree that Client is granted the option to renew this Agreement for additional one-year terms at the expiration of the Initial Term or any renewal term and upon DC's agreement to continue providing services. Client shall give written notice to DC of its intent to exercise this option not later than February 28 of the year in which the Initial Term or renewal term expires. DC shall notify client of its agreement to continue providing services not later than March 15 of the same year. This Agreement shall be limited to two (2) additional one-year terms. This Agreement shall apply to all claims for fiscal quarters after September 1, 2002. All terms, conditions, covenants, duties and obligations under this Agreement shall remain in full force and effect during the extension years if Client elects to extend this Agreement for additional years by exercising its option.

- 4.2 Except as provided in Section 4.1, Sections 4.4 below, or except as a result of a breach of this Agreement by DC as described in Section 4.7 below, Client shall have no authority to terminate this Agreement.
- 4.3 Notwithstanding the provisions of Paragraph 4.1 hereof, in the event that DC determines in its sole discretion that it is not feasible or economical to continue the Services because the cost and efforts involved in performing the Services are not justified by the number of students for whom claims are being filed and/or the potential revenues reasonably expected, DC may terminate this Agreement without incurring any liability whatsoever, by giving written notice to the Client of such termination and specifying in the notice the effective date thereof; provided, however, that the notice shall be delivered at least ninety (90) days prior to the effective date of such termination. If the Agreement is terminated pursuant to this subsection, DC shall complete the work required to process the reimbursement claims for all fiscal quarters prior to the effective date of such termination, and the Client will pay DC the Percentage Fee for all Revenue (as those terms are defined in Exhibit B) for such fiscal quarters, regardless of whether such Revenue is received before or after the date of termination.
- 4.4 In the event the School-Based Medicaid Administrative Claim Program is repealed by action of the United States Congress or otherwise becomes unavailable through the action of governmental entities, and is not replaced by a comparable program under which the State of Nebraska is willing to continue to reimburse the Client for claims similar to the Medicaid Administrative Claims described in Exhibit A, this Agreement shall terminate by its terms on the effective date of such legislation or governmental action. DC shall complete the work required to process the reimbursement claims for all fiscal quarters prior to such effective date.
- 4.5 In the event this Agreement is terminated pursuant to Section 4.4, Client shall pay to DC the Percentage Fee to which DC is entitled or to which it thereafter becomes entitled, within 30 days of when Revenue (as defined in Exhibit B) is received by the Client.
- 4.6 In the event this Agreement is terminated pursuant to Section 4.4, DC shall preserve all contract records and submit such records to the Client upon request; provided, however, that DC shall have the right to retain copies of all contracts pertaining to the Program, to provide to the Client copies of all contracts with Consultants and to retain the originally executed copies of such contracts.
- 4.7 Should the Client fail to make all payments in a timely manner as required hereunder or otherwise be in material breach of this Agreement, including, without limitation, failure of the Client to timely perform its obligations under this Agreement, or should DC materially breach any of its obligations under this Agreement, then, in either event, the non-breaching party, upon thirty (30) days' written notice to the breaching party, may terminate this Agreement if the breaching party fails to cure its material breach within

such thirty (30) days' notice period.

ARTICLE V PROPERTY AND INFORMATION OWNERSHIP AND TRANSFER

- 5.1 DC has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, billing and reimbursement systems) (collectively, the "DC Technology").
- 5.2 To the extent that DC utilizes any of its property (including, without limitation, the DC Technology or any hardware or software of DC) in connection with the performance of the Services hereunder, DC shall retain all right, title and interest to such property and, except for the license expressly granted in section 5.3, Client shall acquire no right or interest in such property. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that (a) DC will own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the DC Technology and all modifications, enhancements, corrections, and derivative works, and (b) DC may employ, modify, disclose, and otherwise exploit the DC Technology (including, without limitation, providing services or creating programming or materials for other clients).
- 5.3 During the course of performing the Services under this Agreement, DC will prepare and deliver to the Client certain customized materials, including, without limitation, procedures, manuals, training manuals and computer input forms, in each case for the recording, documentation and processing of Medicaid reimbursement claims. DC hereby grants to the Client a non-exclusive, royalty-free license to such materials, including the use of DC Technology, for the Client's internal business purposes. Except as otherwise provided in this Article V, such license includes the right to use, execute and reproduce, display, perform, and distribute internally copies of, and prepare derivative works based upon, such materials and derivative works. This license is in effect only for the term of the contract.
- 5.4 To the extent that, in connection with the Services, the Client or its designee come into the possession of any proprietary or confidential information of DC (including, without limitation, the DC Technology), any trade secrets of DC or any workpapers of DC, the Client and its designee shall, to the extent permitted by law, (i) protect the confidentiality of any such information, trade secrets and workpapers, and not permit any third party (including, without limitation, other school districts) to obtain access to such information, trade secrets, and workpapers or any copies thereof, except as otherwise required by a final judicial order, and (ii) use such information, trade secrets, and workpapers only as expressly permitted in writing by DC. The Client agrees to inform its designee and personnel

involved in the administration of this program in writing of its confidentiality obligations under this Agreement. DC shall clearly mark as confidential all papers and other materials it deems to be subject to this confidentiality provision. Subject to and as set forth in Section 7.2 of this Agreement, DC agrees to indemnify, defend and save harmless Client, its officers, designee and employees from any action brought against Client under the Nebraska public records and open meetings laws, or any similar State or Federal law, to compel disclosure of any information described in this Section. All contractual documents and agreements and the contents thereof are excluded from the provisions of Article V, 5.4.

- 5.5 DC agrees to indemnify and defend Client for use of DC intellectual property as set forth in Article VII.

ARTICLE VI LIMITATION ON WARRANTIES

- 6.1 **THIS IS A SERVICES ENGAGEMENT. DC WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH, IN A PROFESSIONAL MANNER, AND IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS. DC DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

ARTICLE VII INDEMNIFICATION; LIMITATION ON DAMAGES

- 7.1 Each party agrees that the other party and its personnel shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of: (i) the fees paid by the Client to DC and its affiliated entities under this engagement (including the Client's Consulting Agreement with Deloitte Consulting LLC, dated June 30, 2002), if liability is asserted against DC; or (ii) an amount equivalent to the amounts already paid, or due and owing, to DC at the time liability is asserted against the Client. In no event shall either party or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs) nor shall they be liable for any claim or demand against the other party by any third party. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.
- 7.2 DC agrees to indemnify and defend Client, its officers, designee and employees from and against any and all liability, expense, including reasonable defense costs and reasonable legal fees, and claims for damages, arising out of (A) infringement by DC's work

products of any U.S. patent known to DC or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from (i) modification of DC's work products or use thereof in a manner not contemplated by this Agreement, (ii) the failure to use any corrections or modifications made available by DC, (iii) information, materials, instructions or specifications provided by the Client or on behalf of Client by a party other than DC, or (iv) the use of DC's work product in combination with any product or data not provided by DC whether or not with DC's consent, or (B) arising out of an action brought against Client under the Nebraska public records and open meetings laws, or any similar State or Federal law, to compel disclosure of any information described in Section 5.4 of this Agreement, or (C) penalties payable to the State arising out of a final, non-appealable judgment of a court of competent jurisdiction or administrative proceeding due to the negligence or misconduct of DC in providing the Services, or (D) the loss of property of materials of Client in the possession of DC or its employees, except where such loss is occasioned by the Client's, the Members' or the Represented School Districts' gross negligence or that of Client's, the Members' or the Represented School Districts' employees or designee, or (E) the violation of applicable Federal, State and local laws, ordinances, code(s), and regulations by DC's principals, employees and subcontractors.

- 7.3 The obligations of this section are contingent upon Client promptly notifying DC in writing of any claim that may give rise to a claim for indemnification hereunder, DC being allowed to control the defense and settlement of such claim, and Client cooperating with all reasonable requests of DC (at DC's expense) in defending or settling a claim. Client shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through a counsel of its own choosing. If any DC work product, or any portion thereof, is found by final, non-appealable order of a court of competent jurisdiction to be such an infringement or unauthorized use, DC, at its option and expense, shall have the right to (x) procure the continued use of such work product, (y) replace such work product with non-infringing work product, or (z) modify such work product so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by DC, the replacement or modified work product is capable of performing substantially the same function. The foregoing provisions of Sections 7.2 and 7.3 constitute the sole and exclusive remedy of Client, and the sole and exclusive obligation of DC, relating to a claim that DC's work product infringes any patent, copyright or other intellectual property right of a third party.

ARTICLE VIII COOPERATION

- 8.1 The Client shall cooperate with DC in the performance of the services hereunder, including, without limitation, providing DC with reasonable facilities and timely access to data, information and personnel of Client without charge by the Client. The Client shall be responsible for the performance of its employees and designee and for the completeness of all data and information provided to DC hereunder. The accuracy and completeness of data and information provided to DC by Client on behalf of Participating Districts shall be the responsibility of the Participating District as set forth in the Participating District agreement. Data relating to Client's participation on its own behalf shall be the responsibility of Client. In the event that the Client provides inaccurate information to DC on behalf of a Participating District, Client agrees to correct that information as soon as is feasible and to work with DC and the Participating District to correct any related Medicaid claim. The Client acknowledges and agrees that DC's performance is dependent upon the timely and effective satisfaction of the Client's responsibilities hereunder and timely decisions and approvals of the Client in connection with the services. DC shall be entitled to rely on all decisions and approvals of the Client, to the extent Client makes or issues the same. DC shall communicate to the Client in a timely manner any problems coming to DC's attention relating to accuracy and completeness of data provided to DC which may impact reimbursement claims.
- 8.2 The Client shall be entitled to delegate other entities or third parties to perform its obligations and responsibilities only with the prior written approval of DC and upon such written terms and conditions as all parties agree. DC has the right, in its discretion, to refuse to enter into any delegation agreement requested by the Client. If DC consents to any delegation, the document setting forth DC's consent shall be deemed to identify the extent of the consent to delegation. The Client shall be responsible for the performance of its employees and designee. DC shall communicate to the Client in a timely manner any problems coming to DC's attention relating to the performance of any of Client's designee or employees.
- 8.3 The Client shall have the right, at its sole option, to have professional services other than the Services, performed by other organizations of its choice and DC shall cooperate with such other organizations as may be reasonably requested by the Client; provided, however, that DC shall not be required to disclose any of its proprietary or confidential materials or information to any such other organization until it receives the assurances that DC may in its discretion require that such proprietary or confidential materials or information will be adequately protected from disclosure or from use by a competitor of DC.
- 8.4 The Client, shall, with DC's technical support and assistance, make such good faith efforts, based on consultation with DC, that are necessary or appropriate to successfully pursue and defend all Medicaid reimbursement claims filed with the State of Nebraska or any agency or department thereof, or any political subdivision of the State of Nebraska or any agency or

department thereof, relating to the Services provided by DC under this Agreement, including, without limitation, participation in grant appeal and any and all other legal proceedings, whether judicial, governmental, administrative, arbitration or otherwise.

8.5 The Client shall use its best efforts to enter into an interagency agreement negotiated by DC with applicable departments of the State of Nebraska providing for cooperation with respect to those elements essential to the goals of this Agreement.

8.6 Subject to its right to delegate with the written approval of DC in accordance with paragraph 8.2, the Client further agrees to assume the following responsibilities in connection with this Agreement:

- (a) To encourage school districts located within the State of Nebraska to participate in the Medicaid Administrative Claim Program, pursuant to written agreements approved by DC. The Client agrees to attend meetings as required with State and federal personnel including, but not limited to, State Medicaid personnel, to negotiate the enrollment of the Client and/or other Participant Districts as Medicaid providers.
- (b) To assist in communication with Participant Districts regarding program operations, program changes and general program information as requested.
- (c) To provide consultation and communication support related to legislative and policy issues regarding to the Medicaid Administrative Claim Program.
- (d) To serve as a reference and to provide assistance with signing up districts for the Medicaid Administrative Claim Program.
- (e) To provide DC project team representatives with access to documentation, records, and electronic media necessary for the performance of the work.
- (f) To make central office and school staff available to DC in support of the project to answer questions, facilitate data access, and participate in other reasonable project-related activities.
- (g) To provide staff resources to review existing clinician credentials to determine whether they meet the minimum experiential, licensure, certification, and degree criteria specified by DC.
- (h) To provide DC with temporary work space and telephones during normal business hours on the days that DC is performing on-site Services under this Agreement.
- (i) To provide training facilities and staff assistance to co-instruct training events for clinicians and other personnel engaged in Medicaid Administrative Activities (as that term is defined in Exhibit A, attached hereto and made a part hereof) as

necessary.

- (j) To assign a project officer having decision making authority or reporting directly to an employee of the Client having decision making authority for the Client to whom the Services Director or his designee will report during the performance of the Services.
- (k) To have its personnel fill out time reporting survey instruments required for the proration of personnel time to Medicaid Administrative Activities.
- (l) To provide such other assistance as may be reasonably requested by DC for the performance of the Services or as may be agreed upon.

ARTICLE IX CONFIDENTIAL INFORMATION

- 9.1 To the extent that, in connection with this engagement, each party comes into possession of any confidential or proprietary information of the other party ("Confidential Information"), each party agrees to use the Confidential Information of the other party solely for the purposes of this engagement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using a least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. If Client receives a request to release Confidential Information of DC pursuant to subpoena, Freedom of Information Act request, or other legal process alleged to be compulsory, Client shall notify DC within three (3) days of receiving such request and the parties shall attempt to agree upon a course of action that provides maximum protection of Confidential Information and compliance with Client's obligations under law.
- 9.2 Confidential Information shall not include information which (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof, (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party, (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party, (iv) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or any other administrative or legal process, or by applicable regulatory or professional standards, or (v) is disclosed with the written consent of the disclosing party.
- 9.3 Each party agrees to use diligent efforts to comply with all applicable federal and state

laws governing the disclosure of confidential information regarding students and their families.

ARTICLE X FORCE MAJEURE

Neither party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions of the other party or third parties, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

ARTICLE XI NON-EXCLUSIVITY

- 11.1 This agreement shall not preclude or limit in any way (i) the right of DC to provide consulting or other services of any kind or nature whatsoever to any individual or entity as DC in its sole discretion deems appropriate, or (ii) developing for itself or for others, materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Services, except that DC agrees that it will not offer another School-Based Medicaid Administrative Claim Program to Nebraska school districts outside of this agreement.
- 11.2 DC shall not subcontract any of its Services hereunder without the Client's express written prior approval; provided, however, that such approval shall not be unreasonably withheld; provided, however, that nothing herein shall relieve DC of its obligations hereunder.

ARTICLE XII LIMITATION OF ACTIONS

Actions brought under this Agreement shall be governed by applicable statute of limitations.

ARTICLE XIII INDEPENDENT CONTRACTOR STATUS

Each party is an independent contractor and, except to the extent that DC acts as a limited designee or representative of the Client or its designee with respect to the School-Based Medicaid Administrative Claim Program, neither party is, nor shall represent itself to be, an agent, partner, fiduciary, joint venturer, co-owner or representative of the other.

ARTICLE XIV SURVIVAL OF CERTAIN PROVISIONS

The provisions of Articles 3, 4, 6, 7, 9 through 23, and Sections 2.3, 2.4, 2.6, 2.7, 4.5, 5.1, 5.2,

5.4, 5.5, 8.3 and Section 3 of Exhibit B of this Agreement shall survive the expiration or termination of this Agreement.

**ARTICLE XV
BINDING NATURE AND ASSIGNMENT**

Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this agreement, without the consent of the other party, to an entity that has acquired all or substantially all of the assigning party's assets as a successor to the business.

**ARTICLE XVI
NOTICES**

Except as otherwise specified herein, all notices, consents, approvals, requests and other communications required or permitted under this Agreement shall be given in writing and mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below:

If to Client:

Nebraska Schools Medicaid Consortium,
Teacher Administrative Center
3215 Cuming Street
Omaha, Nebraska 68131-2024
Attention: Budget Office

If to DC:

DC Outsourcing, BPO, L.P.
707 Lake Cook Road, Suite 220
Deerfield, Illinois 60015
Attention: Rick N. Jacobs, Vice President

All notices shall be deemed given on earlier of (a) delivery or (b) five calendar days after the day of mailing. Either party to this Agreement may change its address or designate an agent for the receipt of notices at any time by giving notice thereof to the other as provided in this Article XVI. Any notice given by a party hereunder must be signed by an authorized representative of such party.

**ARTICLE XVII
ENTIRE AGREEMENT**

These terms, including any Exhibits, constitute the entire agreement between DC and the Client with respect to this engagement for the time periods covered by this Agreement and supersede all other oral and written representations, understandings or agreements relating to this engagement for the time periods covered by this Agreement .

This Agreement replaces and supercedes the prior Consulting Agreement dated June 30, 2000 as to all claims for fiscal quarters beginning after August 31, 2002. The prior Agreement shall remain in effect for all claims for fiscal quarters ending before September 1, 2002.

**ARTICLE XVIII
SEVERABILITY**

If any provision of this agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this agreement.

**ARTICLE XIX
WAIVERS AND AMENDMENTS**

The failure of either party to insist upon strict performance of any of the provisions contained in this agreement shall not constitute a waiver of its rights as set forth in this agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions in this agreement.

No amendment or waiver shall be valid unless in writing and signed by both parties.

**ARTICLE XX
COSTS**

Each party shall bear its own costs in connection with the negotiation, preparation, execution and delivery of this Agreement.

**ARTICLE XXI
SECTION HEADINGS**

The section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

**ARTICLE XXII
GOVERNING LAW**

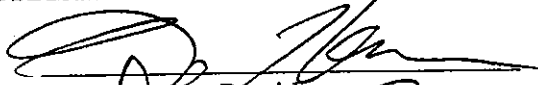
This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska (without giving effect to the choice of law principles thereof). Any action to enforce this Agreement shall be brought in any Nebraska state or federal court of competent jurisdiction located in the county (or, in the case of a federal court, the judicial district) in which the claim arose.

**ARTICLE XXIII
COMPLIANCE WITH LAWS AND SECURITY REGULATIONS**


DC shall comply and shall require all principals, employees and subcontractors to comply with applicable Federal, State and local laws, ordinances, code(s), and regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the date first set forth above.

NEBRASKA SCHOOLS MEDICAID CONSORTIUM

By: 
Tim Keraper, President


Date: 5/5/03

Attest: 
Dennis Pool, Secretary

Date: 5/9/03

DC OUTSOURCING BPO, L.P.

By: DC Outsourcing LLC
its managing general partner

By: 
Title: Vice President

Date: 5/2/03

EXHIBIT A
SCOPE OF SERVICES

1. Scope of Services under the School-Based Medicaid Administrative Claim Program. Consulting services to be provided by DC are the following:
 - a) Continue assisting the Client in negotiations with the State of Nebraska and the Centers for Medicaid and Medicare Services, a division of the United States Department of Health and Human Services ("CMS"), relating to provider status, reimbursable activities, clinician credentialing, cost accumulation and categorization, and to obtain access to State Medicaid files.
 - b) Review of the Client's and/or participating school districts' operations to identify programs and program activities that are potentially reimbursable as Medicaid Administrative activities.
 - c) Review of the Client's and/or participating school districts' financial records to identify costs associated with the performance of Medicaid Administrative activities.
 - d) Maintenance of a sampling algorithm for the purpose of identifying the Client's and participating school districts' personnel who must participate in a time study for the allocation of costs to the Medicaid Administrative Claim.
 - e) Maintenance of manuals and associated training materials necessary to train personnel in the proper reporting of their alternative activities during the administration of the time study.
 - f) Training and follow-on technical assistance as required to assist personnel to properly complete the time study.
 - g) Reperformance of the time study at quarterly or other intervals as DC may negotiate with the State Medicaid agency and CMS.
 - h) Development of all forms, procedures and data collection instruments necessary for the development of the quarterly Medicaid Administrative Claims.
 - i) Analysis of the Client's and/or participating school districts' accounting records to identify Medicaid Administrative costs and development of an account mapping process to facilitate the extraction of financial records on a quarterly basis.
 - j) Development of software, if determined by DC to be economically feasible, to periodically extract, from automated records, cost data attributable to Medicaid Administrative Activities.

- l) Negotiations with the State Medicaid agency and/or CMS for the purposes of expanding the scope of school district activities which are potentially reimbursable as Medicaid Administrative Activities, and obtaining a signed agreement with the State reflecting the intent to reimburse these school district activities.
 - m) Preparation of quarterly Medicaid Administrative Claims.
 - n) Other activities as agreed to result in an expanded Medicaid Administrative Claim.
2. DC will have the right to determine the depth of review, the level of services, and the assistance required to be provided by DC in the performance of the Services, based on consideration of the revenue potential, whether the incremental costs of any Services are justified by the potential revenues that reasonably are expected, and level of effort required.
 3. DC and the Client agree that DC services provided under this agreement shall be limited to those Medicaid reimbursements received for the Medicaid Administrative Claim Program only and shall not include reimbursement that the Client may receive under the Direct Services Reimbursement Program.
 4. The following capitalized term used in the Agreement shall have the meaning ascribed to it below:

"Medicaid Administrative Claim" means a claim for Medicaid reimbursement for Medicaid Administrative activities filed with the State of Nebraska in accordance with the terms of this Agreement and the Nebraska State Medicaid Program.

**EXHIBIT B
COMPENSATION**

1. Definitions

Revenue. The term "Revenue" as used in this Agreement shall mean the following:

- a) All cash, reimbursements or funds received by the Client and/or the State of Nebraska on account of claims submitted by DC, including, but not limited to, claims pending prior to expiration or termination of this Agreement but paid or allowed thereafter; or as a result of the use by the Client of the School-Based Medicaid Administrative Claim Program and/or the DC Technology, or of the Client's participation in that program.
- b) Any credits or accounting recognition received by the Client and/or the State of Nebraska on account of claims submitted by DC, including, but not limited to, claims pending prior to the expiration or termination of this Agreement but paid or allowed thereafter; or as a direct result of the use by the Client of the DC methodology and/or the DC Technology, or of the Client's participation in the program, which credits are used in the Client's favor as an offset to any pending or newly identified individual or third party (federal, state, or insurance) claims, including, without limitation, audit adjustments, that exist or are brought against the State of Nebraska and/or the Client related to the School-Based Medicaid Administrative Claim Program occurring during the term of this Agreement.
- c) For purposes of determining compensation to DC, the term "Revenue" is further defined as the gross Federal share of Medicaid reimbursements received by the State of Nebraska from CMS for claims submitted on behalf of the Client.
- d) Notwithstanding the foregoing, any funds held back from Client by the State of Nebraska to resolve claiming issues, audit matters, or other contingencies shall not be considered Revenue, until such time (if at all) as the State releases such funds to the Client (for example, when claiming issues and audit matters are favorably resolved).
- e) Revenue is calculated as a fixed base figure of 97% of the foregoing funds. The 97% figure reflects DC's agreement not to count as Revenue the first 3% of such funds, which Client currently pays to the State of Nebraska as the "State of Nebraska Medicaid Administrative Outreach & Case Management Fee" (also known as the "State Share").
- f) Revenue for this Agreement shall not include cash, reimbursements or funds received by the Client and/or the State of Nebraska on account of claims submitted or pending which pertain to the Federal fiscal quarters prior to the September 1, 2002 quarter.

2. Payment for Services

Deloitte Consulting will receive a fee of all Revenue (the "Percentage Fee"). The Percentage Fee paid to Deloitte Consulting will be determined based on the student population represented by the Client, Members and Represented Districts. The Percentage Fee schedule is included in Table #1. The student population will be calculated based on the data provided from the Nebraska Department of Education that is used to calculate the Free Lunch Rate (Medicaid Eligibility Rate). Student populations for Educational Service Units will be based on the population of the districts in which their staff provides services. The fee calculation will occur at the beginning of each school year in which the contract is signed, once data from the Nebraska Department of Education is available. Deloitte Consulting will re-calculate the percentage fee in accordance with Table #1, (based on the data provided by the Nebraska Department of Education) when the student population of the consortium changes due to an addition or subtraction of a district or ESU to the consortium membership.

Table #1

Student Population Represented	Deloitte Fee
Less than 100,000	20.0%
100,000 – 149,999	18.0%
150,000 – 250,000	Sliding Scale
Greater than 250,000	14.0%

The formula used in determining the fees paid under the Sliding Scale range is presented in the following equation:

$$\text{Percentage Fee} = 18\% - (((\text{Population} - 150,000) / 100,000) * 4\%)$$

Client will pay the Percentage Fee to Deloitte Consulting within thirty (30) days after Client's receipt of its portion of the Revenue, or assure that such payment is made on its behalf. Percentage Fees not paid within thirty (30) days following receipt of the Revenue by the Client shall accrue interest at the rate which is the lesser of i) 1½ percent per month or ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law.

It is expressly understood by the Parties to this Agreement that the Client's sole financial obligation for the Services defined in Exhibit A of this Agreement is the Percentage Fee. DC agrees that no additional costs incurred by DC in providing the Services will be separately billed to the Client except as expressly set forth in the Agreement.

3. Return Of Percentage Fee under Certain Circumstances

If subsequent to the effective date of this Agreement the Client determines that any action

or omission by any person in conjunction with a Medicaid Administrative Claim has resulted in improper receipt of Revenue by the Client, including, but not limited to, a disallowance of federal and/or State Medicaid reimbursement, and if it is further determined that such Revenue is to be repaid or otherwise returned to or recouped by a federal and/or State agency, from the participating district, DC will refund to the Client the *pro rata* share of the Percentage Fee received by it. Pro rata share is the amount received by DC related to the Revenue being repaid, returned or recouped by a federal and/or State agency.

4. Right Of Audit

- a) The Client shall keep detailed books and records of Revenue that shall be maintained in accordance with statutory and regulatory requirements for governmental entities. Such books and records shall be available for inspection or audit by DC at any reasonable time during the term of this Agreement and for a period of 3 years following the expiration or termination of this Agreement. Records maintained should include receipt of payment from the Department of Health and Human Services.
- b) Deloitte Consulting shall keep detailed books and records of all claims and project documentation. In the event of early termination of this Agreement, such books and records shall be available for inspection, audit or copy by the Client at any reasonable time for a period of 3 years following the early termination of this Agreement.

5. Termination Payment

Any termination payments made to Client by Participant Districts shall be paid to DC within 30 days of Client's receipt of the funds. However, Client shall be entitled to retain reimbursement from these funds of reasonable expenses incurred in collecting the funds and any interest by Client earned while in possession of the funds. If it becomes necessary to file any action against a Participant District for recovery of termination payments due, Client shall assign to DC its right to file such action and DC shall be responsible for pursuing such action.

DOCS/544358.1

AGENDA SUMMARY SHEET

AGENDA ITEM: Performance Standards (Cutcores) for New High School Reading and Math Assessments

Meeting Date: 6/2/03

Department: Planning & Evaluation

Title and Brief Description: In order to have multiple assessments for use with students who need retesting on multiple occasions, we undertook an effort to develop and validate 4 new forms for 9th grade reading and 4 new forms for 10th grade math.

Action Desired: Approval Discussion Information Only

Background: Groups of high school English teachers and math teachers were brought together for day-long standard setting sessions to establish cutcores on new forms of reading and math ELO assessments. The Buros Institute staff facilitated the sessions.

Options/Alternatives Considered: N.A.

Recommendations:

For Reading Comprehension:

For Mathematics:

	Cutscore	% Below Cutscore			Cutscore	% Below Cutscore
Form 1	42	6.40%		Form 1	31	9.21%
Form 2	42	6.27%		Form 2	33	9.55%
Form 3	44	6.47%		Form 3	29	9.38%
Form 4	48	6.25%		Form 4	34	9.41%

Strategic Plan Reference:

Strategy 1.

Implications of Adoption/Rejection:

Without cutcores, we cannot identify students for additional help in reading and math.

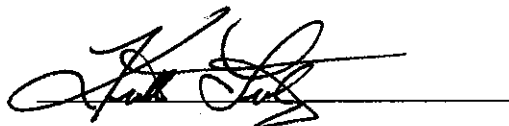
Timeline:

Begin communicating to schools immediately.

Responsible Persons:

John Crawford

Superintendent's Signature:



AGENDA SUMMARY SHEET

Agenda Item: Approval of Rule 4155.1

Meeting Date: June 2, 2003

Department: Human Resources

Title and Brief Description: We are completing the examination and updating of the policies and rules in the 4000 series.

Action Desired: Approval

Background: This rule needs to be reviewed since it was last revised in 1998.

Options/Alternatives Considered: N/A

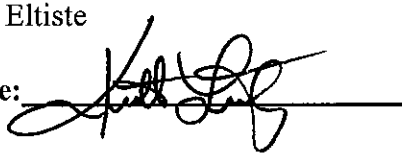
Recommendations: Approval

Strategic Plan Reference: N/A

Implications of Adoption/Rejection: N/A

Timeline: We will continue to bring policies from the 4000 series to you this year.

Responsible Persons: Kirby Eltiste

Superintendent's Signature: 

Personnel

Code of Ethics

4155.1

Standards of Ethical and Professional Performance Preamble

The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in the State of Nebraska and for all educators, including administrators, in the Millard Public Schools with respect to ethical and professional conduct.

Principle I - Commitment as a Professional Educator:

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the educator's contractual and professional responsibilities, the educator:

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- B. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
- E. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents or school patrons, employees, or board members.
- G. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
- H. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
- I. Shall report to the Superintendent any known violation of paragraphs G, E, or B above.
- J. Shall seek no reprisal against any individual who has reported a violation of this rule.

Principle II - Commitment to the Student:

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

- A. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
- B. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
- C. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
- D. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
- E. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
- F. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Millard Board of Education.
- G. Shall not discipline students using corporal punishment.

Principle III - Commitment to the Public:

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

In fulfillment of the obligation to the public, the educator:

- A. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Shall neither offer nor accept gifts or favors that will impair professional judgment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of his or her professional position.

Principle IV - Commitment to the Profession:

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to

careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to the profession, the educator:

- A. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
- B. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
- C. Shall practice the profession only with proper certification, and shall actively oppose the practice of the profession by persons known to be unqualified.

Principle V - Commitment to Professional Employment Practices:

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to professional employment practices, the educator:

- A. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- B. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
- C. Shall give prompt notice to the employer of any change in availability of service.
- D. Shall conduct professional business through designated procedures, when available, that have been approved by the employing agency.
- E. Shall not assign to unqualified personnel, tasks for which an educator is responsible.
- F. Shall permit no commercial or personal exploitation of his or her professional position.
- G. Shall use time on duty and leave time for the purpose for which intended.

Legal Reference: Neb. Rev. Stat. §79-859, 79-866; 92 NAC 27, Section 4 (revised December 25, 1989)

Rule Approved: October 7, 1974
Revised: August 3, 1992; January 5, 1998

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Approval of Rule 4327.1

Meeting Date: June 2, 2003

Department: Human Resources

Title and Brief Description: We are completing the examination and updating of the policies and rules in the 4000 series.

Action Desired: Approval

Background: This rule needs to be reviewed since it was last revised in 1997.

Options/Alternatives Considered: N/A

Recommendations: Approval

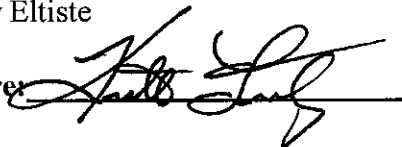
Strategic Plan Reference: N/A

Implications of Adoption/Rejection: N/A

Timeline: We will continue to bring policies from the 4000 series to you this year.

Responsible Persons: Kirby Eltiste

Superintendent's Signature:



Sexual Harassment

- I. General Statement. Sexual harassment by District personnel of other District personnel, students, patrons, or vendors is strictly prohibited and shall be grounds for discipline. Sexual harassment shall include, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal or physical conduct of a sexual nature when:
 - a. The conduct or communication has the purpose or effect of demanding sexual favors in exchange for benefits or a *quid pro quo* relationship is created.
 - b. Submission to or rejection of the conduct or communication is used as the basis for decisions affecting employment or assignment of staff.
 - c. The conduct or communication is so severe, persistent or pervasive that it has the purpose or effect of unreasonably interfering with an employee's ability to perform his/her job; or creates an intimidating, offensive or hostile environment.

Retaliation is also strictly prohibited and shall be grounds for discipline. There shall be no retaliation by the District or its personnel against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment. The initiation of a complaint in good faith about behavior that may violate the District's policy shall not result in any adverse action.

~~It will be further grounds for discipline if personnel retaliate against any person who testifies at, or assists or participates in, an investigation, proceeding, or hearing relating to a sexual harassment complaint. Sexual harassment occurs when a hostile environment is created, or a *quid pro quo* relationship is created.~~

- II. Informal Grievance: Harassment by Personnel. Personnel who believe that they have been a victim of sexual harassment or retaliation may informally attempt to resolve the matter by meeting with either their building principal, supervisor, the Title IX Coordinator, or the Title IX Coordinator's designee. The building principal, supervisor, Title IX Coordinator, or the Title IX Coordinator's designee will promptly conduct an investigation. The investigation may be conducted by District officials or by a third party designated by the District. Upon completion of the investigation, the District will take appropriate action based on the results of the investigation including informing the complainant of the proposed resolution. Unless impracticable under the circumstances, the proposed resolution will be discussed with the complainant within ten (10) days of the date that the complainant reported the sexual harassment.

If the complainant is dissatisfied with the proposed resolution, the complainant may file a formal grievance under District Rule.

- III. Formal Grievance: Harassment by Personnel. In lieu of requesting an informal grievance, or if dissatisfied with the informal grievance's proposed resolution, a complainant may file a formal grievance pursuant to District Rule 4325.1 for certificated staff or Rule 4325.2 for non-certificated staff.
- IV. Students Sexually Harassed by Personnel. Students complaining of sexual harassment by personnel shall follow the procedures set forth in District Rule 5210.1.
- V. Definitions.
 - 1. "Complainant" shall mean a person employed by the Millard School District or is an individual performing contracted services under the District control and supervision of the District, and who reports to the District under this Rule that he/she has been sexually harassed.
 - 2. "Adverse action" includes, but is not limited to, any form of physical or verbal intimidation or threat, unjustified job loss close to time to the complainant's reaction to harassment, unjustified increase in

94.

work responsibilities without compensation or training close in time to the complainant's reaction to harassment, and any other unjustifiable work-related treatment that is adverse to the complainant and is a result of his or her reaction to sexual harassment.

3. "Hostile environment" includes, but is not limited to, a pattern of unwelcome sexual advances, requests for sexual favors, and unwelcome verbal or physical conduct of a sexual nature which interferes with the terms, conditions, or privileges of the complainant's educational work or performance. Examples include unwanted touching, body contact, pinching, patting, name-calling, repeated propositions, written messages, notes, cartoons, graffiti, intimidation, and any other act or communication which is based on sex and interferes with the complainant's educational work or performance.
4. "*Quid pro quo*" relationship includes, but is not limited to, a superior of the complainant making submission or rejection to requests for sexual favors explicitly or impliedly, a term or condition or privilege of employment. Examples include making submission or rejection the basis for employment decisions affecting the individual's career, salary, job security, advancement, and day-to-day treatment while performing job responsibilities.
5. "Retaliation" shall include, but is not limited to, adverse action against a complainant for his or her reaction to sexual harassment, or against any person who, in good faith, reports, or otherwise participates in an investigation or inquiry taken by the person responsible for the harassment, or by any other party so long as the adverse action is the result of the complainant's reaction to sexual harassment.
6. "Title IX Coordinator" shall mean the Assistant Superintendent for Human Resources.

Legal Reference: 20 U.S.C. § 1681 *et seq.* (1994); 42 U.S.C. § 1983 (1994); 42 U.S.C. § 2000e *et seq.* (1994); 45 Fed. Reg. 25,024 (1994); and 29 C.F.R. § 1604.11(a) (1994).

Cross Reference: Rule 4325.1 Grievance Procedure
Rule 4325.2 Grievance Procedure - Support
Rule 5210.1 Sexual Harassment (Students)

Rule Approved: August 16, 1982
Revised: September 20, 1993; November 20, 1995; March 17, 1997

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: Technology Rule 7400.1

MEETING DATE: June 2, 2003

DEPARTMENT: Technology Division

TITLE AND BRIEF DESCRIPTION: Rule 7400.1—Electronic Records Retention & Disposition

ACTION DESIRED: Approval of Rule 7400.1

BACKGROUND: Rule 7400.1— Electronic Records Retention & Disposition and its accompanying Rule 7400.1 establishes the right to and conditions under which student data may be stored on third party contracted hosted servers. This Policy and Rule is necessary to allow the District to engage in contracts with vendors that would result in services requiring Internet data entry and retention of student information.

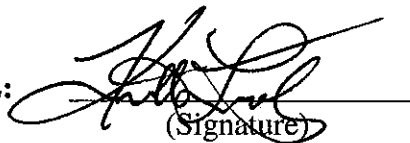
RECOMMENDATIONS: Approve Rule 7400.1

STRATEGIC PLAN REFERENCE: None

TIMELINE: Immediate implementation

RESPONSIBLE PERSON(S): Dr. Mark Feldhausen

SUPERINTENDENT'S APPROVAL:


(Signature)

BOARD ACTION:

Technology

Electronic Records Retention and Disposition

7400.1

The District may maintain student records in an electronic format and maintain the electronic student or staff files either on the District controlled file servers or on contracted third party hosted servers. The District shall take steps to ensure that the confidentiality and privacy of the student records are maintained as provided by state and federal law and the District's policies and rules.

I. SECURITY:

- A. The District shall take all reasonable steps necessary to ensure that the use of the Internet or contracted third party hosted services for the gathering, maintaining and/or storing of District information shall not abridge the right of privacy of students or staff as provided by law.
- B. The District shall take all steps necessary for all users of a contracted third party hosted service maintaining, gathering and storing District information to have a unique user name and unique user password and to protect the confidentiality of such user names and passwords.
- C. The District shall require that any contracted third party hosted service used by the District have software or mechanisms in place to alert the service of any intrusions or attempted intrusions into the database by unauthorized users. The contracted third party hosted service shall provide to the District upon request an intrusion analysis setting out to the extent possible the dates, times, and places or other applicable information of attempted intrusions by unauthorized computers or persons to the service.
- D. The District shall require that any contracted third party hosted service maintaining, gathering and storing District information maintain a log of all requests for access to information for any student contained on the contracted third party hosted service.
- E. The District shall require the contracted third party hosted services to have verifiable parental consent and written District authorization prior to the collection of personally identifiable information from a student.
- F. All student or District information contained on the contracted third party hosted servers accessible through the world wide web shall be secured utilizing, at a minimum, 128-bit encryption.
- G. Any third party hosted service shall, at the requirement of the District, upgrade its encryption software as may be required from time to time to ensure compliance with generally accepted encryption standards.

- H. The District shall be granted access to all privacy policies, end user license agreements, encryption certificates, access logs documenting requests for information from any data base containing information of District students, student records and/or parents.

II USE OF INFORMATION:

- A. No personally identifiable information about any student obtained by, maintained by, retained by, or gathered by the contracted third party hosted service for and on behalf of the District shall be disclosed to any third parties, except to the extent necessary to the operation and maintenance of the service site.
- B. Information may only be gathered by a contracted third party hosted service in the aggregate and may only be used for the purposes of refining and providing educational services to the District and for internal company use only. No personally identifiable information about any student may be utilized by the contracted third party hosted service for any reason without prior written authorization by the District and parental consent as may be required by law.
- C. Any personally identifiable information regarding any student of the District maintained, retained, or gathered by a contracted third party hosted service must be destroyed in compliance with the legal requirements of law and District policies and rules. Personally identifiable information includes but is not limited to Permanent Student Records, Subsidiary Student Records, Special Education Records, and any Electronic Student Records as defined in District Rule 5720.1.

III. TERMINATION - REMOVAL OF RECORDS

- A. All data pertaining to any educational information of any student of the District shall be returned to the District upon termination of the contracted third party hosted service provider contract or other agreement at the option of the District.
- B. At no time will the District's information or any student information maintained, retained, or gathered by the contracted third party hosted service be deemed to be the property of the service.
- C. Upon termination of any contract or the relationship with the contracted third party hosted service and after the return of all District and student information and data the service shall provide the District with a statement that all known copies of said information have been destroyed.

IV. UTILIZATION OF TRACKING SOFTWARE, a/k/a "Cookie Technology"

- A. Tracking software or mechanisms which may be utilized by the contracted third party hosted service that allow the service to store information about a user on that user's

own computer shall not be allowed to collect any personally identifiable information except to the extent necessary to track the user's activities within a particular site. When such mechanism or software is terminated then the connection to the contracted third party hosted services site is terminated.

- B. Any software or mechanism that allows the contracted third party hosted service to store its own information about a user on the user's own computer which persists or remains a part of the user's computer and which is or may be automatically activated, updated and shared with the service when the user reconnects to the service shall not be permitted except to the extent that as a "persistent cookie" it is utilized to retain individual unique password and/or user name information for the purposes of logging in to the contracted third party hosted service to access the site.
- C. Any information collected from or by the utilization of tracking software by a contracted third party hosted service may be retained by the service only to the extent reasonably necessary to upgrade, update and make navigation of the services' site more efficient.
- D. Any and all information collected or maintained by a contracted third party hosted service shall be maintained or retained in compliance with the requirements of these rules and any other applicable policies or rules relating to personally identifiable educational information and in compliance with the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA).

Legal References: Child Online Privacy Protection Act (COPPA) 15 U.S.C. §501, et seq.
FERPA, 20 U.S.C. §1232, et seq.
Neb. Rev. Stat. §79-2,104
Neb. Rev. Stat. §79-2,105
Neb. Rev. Stat. §79-539

Rule Approved: _____ Millard Public Schools
_____ Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: Delete Policies 9100, 9110, 9120, 9121, 9210, 9220, 9230, 9240, 9300, 9310, 9320, 9340, 9361, 9362, 9363

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000 Series.

DESCRIPTION:

ACTION DESIRED: Approval to Delete Policies 9100, 9110, 9120, 9121, 9210, 9220, 9230, 9240, 9300, 9310, 9320, 9340, 9361, 9362, 9363

BACKGROUND:

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: Delete Policies 9100, 9110, 9120, 9121, 9210, 9220, 9230, 9240, 9300, 9310, 9320, 9340, 9361, 9362, 9363

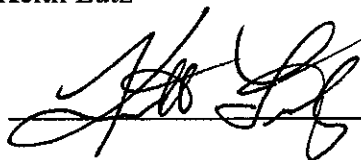
STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:



9000 Series
Bylaws of the Board
Matrix

101.

	New Number	Old Number			
General Statement		9000	Some changes		
Organization		9100	Drop (included in 8100)		
Number of Members and Terms		9110	Drop (included in 8100)		
School Board Vacancies - Created,	9100	9111	Change number		
School Board Vacancies - Procedures for	9100.1	9111.1	Change number		
Officers		9120	Drop (included in 8100)		
Election of Officers		9121	Drop (included in new 9111)		
Election of Officers	9111	9121.1	Change number/addition of content		
Board Officers	9111.1		Combined 9210,9220,9230, and 9240		
Committees and Appointments	9112	9130	Change number		
Committees and Appointments	9112.1	9130.1	Change number/addition of content		
President		9210	Drop (included in new 9111.1)		
Vice President		9220	Drop (included in new 9111.1)		
Secretary		9230	Drop (included in new 9111.1)		
Treasurer		9240	Drop (included in new 9111.1)		
Attorney	9210	9250	Change number		
Auditor	9220	9260	Change number		
Individual Members, Duties, Responsibilities	9300	9270	Change number		
Method of Operation		9300	Drop (included in 8100)		
Adoption & Amendment of Policies		9310	Drop (included in 8000)		
Adoption & Amendment of Bylaws		9320	Drop (included in 8000)		
Approval of Administrative Regulations		9330	Reaffirm		
Suspension of Policies, Bylaws & Reg.		9340	Drop (included in 8000)		
Special (or Called) Meetings		9361	Drop (included in new 8341)		
Adjourned Meetings		9362	Drop (included in new 8341)		
Regular Meetings		9363	Drop (included in new 8100 & new 8341)		
Meetings Notification to Members	9310	9364	Change number		
Meetings Construction of Agenda	9320	9366	Change number		
Quorum	9340	9367	Change number		
Order of Business & Regular Bus. Meeting	9350	9368	Change number		
Meeting Conduct	9360	9369	Change number		
Minutes		9370	Addition of text		
Meeting Types		8341	Added information		

Bylaws of the Board

Organization

9100

~~The corporate name of this school district is School District 17, Douglas County. The Board at its regular organizational meeting in January of each year, shall have the election of officers as required by law.~~

~~The organizational meeting will be held the first regular meeting in January. In years following a General Election the first regular meeting will be the first Monday following the first Tuesday in January.~~

General Organization

~~1. Type of School District: The School district of Millard is classified under the laws of the State of Nebraska as a Class III District.~~

~~2. Fiscal Year: The fiscal year for the school district shall begin on September 1 and shall end on August 31.~~

~~Legal Reference: Neb. Rev. Stat. § 79-401 District; body corporate; powers; name; and;
79-803,07 school district elections; held in conjunction with
statewide primary; how conducted; and,
79-807 Board of education; selection of officers; rules and
regulations; compensation; and,
79-801.01 Class III district; fiscal year; and,
32-543 Class III school district; Board of education members;
Terms; Qualifications~~

~~Rule Approved: November 5, 1990~~

~~Revised: September 9, 1996~~

Bylaws of the Board

Number of Members and Terms of Service _____ **9110**

~~The Board shall consist of six members serving overlapping terms of four years, as required by law. A Board member's term of office shall expire on the first Thursday following the first Tuesday in January.~~

~~Legal Reference: Neb. Rev. Stat. § 32-543 Class III School District; Board of Education Members; Terms; Qualifications; and; _____ 79-401 District; Body Corporate; Powers; Name~~

~~Rule Approved: February 4, 1974 _____ Millard Public Schools
Revised: September 9, 1996 _____ Omaha, NE~~

~~Bylaws of the Board~~

~~Officers~~

9120

~~The officers of the Board of Education shall be: President, Vice President, Secretary and Treasurer.~~

~~Legal Reference: RRS 79:516.06~~

~~Bylaw Adopted by the Board: April 18, 1977~~

~~Millard Public Schools
Revised: Omaha, Ne~~

~~Bylaws of the Board~~

~~Election of Officers~~ _____ ~~9121~~

~~The election of Board of Education officers will be held at the organizational meeting each January. A secret ballot will be used for the election of each officer, but the total number of votes for each candidate shall be recorded in the minutes.~~

~~Legal Reference: RRS 79-516.06; 79-807; 84-1413~~

~~Policy Adopted: August 12, 1991 _____ Millard Public Schools
Revised: _____ Omaha, Ne~~

Bylaws of the Board

President

9210

THE PRESIDENT'S RESPONSIBILITY

It is the president's duty to:

- ~~Call meetings of the Board.~~
- ~~Preside at all meetings.~~
- ~~Represent the school district in all legal actions.~~
- ~~Appoint all committees.~~
- ~~Serve, if he chooses, as an ex officio member of committees.~~
- ~~Countersign all orders on the treasurer for claims allowed by the Board.~~
- ~~Countersign all orders on the county treasurer for the transfer of funds.~~
- ~~Participate in and vote on all actions of the Board.~~

~~Legal Reference: RRS 79-452; 79-453; 79-455~~

~~Bylaws Adopted by the Board: February, 4, 1974~~
~~Revised:~~

~~Millard Board of Education~~
~~Omaha, Ne~~

106.

Bylaws of the Board

Vice President

9220

THE VICE PRESIDENT'S RESPONSIBILITY

It is the vice president's duty to:

1. Assume presidential responsibilities in the absence of the president
2. Serve as chairman of the Committee of the Whole
3. Facilitate the Superintendent's evaluation
4. Perform any other duties as designated by the president

Legal Reference: 79-516.06

Policy Adopted: March 4, 1991

Millard Public Schools

Revised:

Omaha, Ne

Bylaws of the Board

Secretary

9230

THE SECRETARY'S RESPONSIBILITIES

The secretary is required to:

- ~~1. Keep an accurate record of all meetings.~~
- ~~2. Send out legal notices of meetings.~~
- ~~3. Notify all persons elected as members of the Board.~~
- ~~4. Handle official correspondence of the School Board.~~
- ~~5. Make required reports to county and state officials.~~
- ~~6. Make the annual school census unless the board provides otherwise.~~
- ~~7. Draw and sign orders on the school district treasurer for the payment of authorized claims.~~
- ~~8. Draw and sign orders on the county treasurer transferring funds to the school district treasurer.~~
- ~~9. Maintain classified accounts of receipts and disbursements of the general and building funds, and of such other funds as the Board may require.~~
- ~~10. Compute withholding and social security taxes and retirement payments from salaries of teachers.~~
- ~~11. Act as custodian of all school district securities, documents, title papers, and other records of the Board.~~
- ~~12. Make available to the Superintendent all records and other information requested.~~
- ~~13. Publish the budget; publish a list of all claims allowed; and publish a concise summary of all Board proceedings.~~
- ~~14. Keep a record of all written disclosures made by Board members pursuant to Board Policy 8250. The disclosure shall be kept on a ledger for a period of five years from the date of the Secretary's last day in office and kept separately from the Secretary's other records.~~

Legal Reference: ~~RRS 49-14, 103.02; 79-456; 79-457; 79-458; 79-805; 79-806~~

Bylaws Adopted by Board: November 19, 1990

Millard Public Schools

Revised:

Omaha, NE

Bylaws of the Board

Treasurer

9240

THE TREASURER'S RESPONSIBILITY

It is the treasurer's duty to:

~~Receive and be responsible for all school district money.~~

~~Place funds in depositories approved by the Board.~~

~~Disburse funds on orders signed by the president and secretary.~~

~~Keep accurate records of all receipts and disbursement, showing the source of receipts, to what funds they belong, and the payees of all disbursements.~~

~~Render such financial reports as the Board may require at any time.~~

~~Legal Reference: RRS 79-459; 79-460; 79-461; 79-809~~

Bylaws Adopted by the Board: February 4, 1974

Millard Public Schools

Revised:

Omaha, NE

Bylaws of the Board-

Methods of Operation _____ **9300**

All actions of the Board shall be taken only in official Board meetings called, scheduled, and conducted according to these bylaws and the statutes of the state.

Legal Reference: 79-439; 79-805

Bylaws Adopted by the Board: February 4, 1974 _____ Millard Public Schools
Revised: Omaha, Ne

Bylaws of the Board

Adoption and Amendment of Policies _____ **9310**

New policies or revision of existing policies may be adopted or rejected under the following procedures:

1. The proposed new policies or revisions of existing policies shall be submitted to the Board in writing at a regularly scheduled meeting of the Board;
2. The proposed new policies or revisions of existing policies may be adopted or rejected at the next regularly scheduled meeting of the Board;
3. The adoption or rejection of the proposed new policies or revisions of existing policies shall be by a majority vote of all members of the Board.

Corrections of grammar and spelling may be made at any regularly scheduled Board meeting.

Legal Reference: 79-807

Bylaws Adopted by the Board: November 5, 1990 _____ Millard Public Schools
Revised: Omaha, Ne

Bylaws of the Board-

Adoption and Amendments of Bylaws

9320

New bylaws or revision of existing bylaws may be adopted or rejected under the following procedures:

- ~~1. The proposed new bylaws or revisions of existing bylaws shall be submitted to the Board in writing at a regularly scheduled meeting of the Board;~~
- ~~2. The proposed new bylaws or revisions of existing bylaws may be adopted or rejected at the next regularly scheduled meeting of the Board;~~
- ~~3. The adoption or rejection of the proposed new bylaws or revisions of existing bylaws shall be by a majority vote of all members of the Board.~~

Corrections of grammar and spelling may be made at any regularly scheduled Board meeting.

Legal Reference: ~~79-807~~

Bylaws Adopted by the board: ~~November 5, 1990~~

Millard Public Schools
Revised: Omaha, Ne

Bylaws of the Board

Suspension of Policies, Bylaws and Regulations _____ **9340**

~~Policies, bylaws and Board adopted regulations shall be subject to suspension for a specified purpose and limited time by vote of all members of the Board at a meeting in the call for which the proposed suspension has been described in writing, or upon a two-thirds vote of all members of the Board when no such written notice has been given.~~

~~Reference: Robert's Rules of Order, Newly Revised 1970, Chapter 18~~

~~Bylaws Adopted by the Board: February 4, 1974~~ _____ ~~Millard Public Schools~~
~~Revised: Omaha, Ne~~

~~Bylaws of the board~~

~~Special (or Called) Meetings~~

~~9361~~

~~Special (or Called) meetings are to be held to address important matters that may arise between regular meetings and that urgently require action by the Board before the next regular meeting.~~

~~Special meetings may be called by the Board president or any two Board members, but all members shall have notice of the time and place of the meeting. Ordinarily, no business shall be transacted except that for which the meeting is called or which is otherwise permitted by law.~~

~~Legal Reference: RRS 79-439, 79-805~~

~~Bylaws Adopted by the Board: August 12, 1991~~

~~Millard Public Schools
Revised: Omaha, Ne~~

~~Bylaws of the Board~~

~~Adjourned Meetings~~

9362

~~The Board may adjourn any regular, adjourned regular, special, adjourned special, emergency or adjourned emergency meeting to or until a time and place specified in the motion and order of adjournment.~~

~~If less than a quorum of the members are present at any regular, adjourned regular, special, adjourned special, emergency or adjourned emergency meeting, the presiding officer, or in the absence of an officer, a member in attendance at the meeting may declare the meeting adjourned to or until a stated time and place and shall cause a written notice of adjournment to be given to each Board member. A copy of the order or notice of adjournment shall be publicized after the adjournment.~~

~~CONTINUANCE OF HEARINGS~~

~~Any hearing being held, or noticed or ordered to be held, may by motion approved by the members present be continued or recontinued to a subsequent date; provided however, that all parties to the hearing shall be informed of the date and place of the continued hearing. If a party to the hearing is not present at the hearing, written notice of the date and time of the continued hearing shall be served as soon as reasonably possible on the non-present party at their last known address.~~

~~Legal Reference: 79-439; 84-1411; 84-1411~~

~~Bylaws Adopted by the Board: February 4, 1991~~

Millard Public Schools
Revised: Omaha, NE

~~Bylaws of the Board~~

~~Regular Meetings~~

9363

~~The regular meetings are held the first and third Monday of each month. The exact location and time of the meetings are advertised in the legal notice of the meetings.~~

~~Legal Reference: RRS 79-439; 84-1411; 84-1412~~

~~Bylaws Adopted by the Board: June 3, 1991~~

Millard Public Schools
Revised: Omaha, Ne

9000 Series
Bylaws of the Board
Matrix

117.

	New Number	Old Number			
General Statement		9000	Some changes		
Organization		9100	Drop (included in 8100)		
Number of Members and Terms		9110	Drop (included in 8100)		
School Board Vacancies - Created,	9100	9111	Change number		
School Board Vacancies - Procedures for	9100.1	9111.1	Change number		
Officers		9120	Drop (included in 8100)		
Election of Officers		9121	Drop (included in new 9111)		
Election of Officers	9111	9121.1	Change number/addition of content		
Board Officers	9111.1		Combined 9210,9220,9230, and 9240		
Committees and Appointments	9112	9130	Change number		
Committees and Appointments	9112.1	9130.1	Change number/addition of content		
President		9210	Drop (included in new 9111.1)		
Vice President		9220	Drop (included in new 9111.1)		
Secretary		9230	Drop (included in new 9111.1)		
Treasurer		9240	Drop (included in new 9111.1)		
Attorney	9210	9250	Change number		
Auditor	9220	9260	Change number		
Individual Members, Duties, Responnsibilities	9300	9270	Change number		
Method of Operation		9300	Drop (included in 8100)		
Adoption & Amendment of Policies		9310	Drop (included in 8000)		
Adoption & Amendment of Bylaws		9320	Drop (included in 8000)		
Approval of Administrative Regulations		9330	Reaffirm		
Suspension of Policies, Bylaws & Reg.		9340	Drop (included in 8000)		
Special (or Called) Meetings		9361	Drop (included in new 8341)		
Adjourned Meetings		9362	Drop (included in new 8341)		
Regular Meetings		9363	Drop (included in new 8100 & new 8341)		
Meetings Notification to Members	9310	9364	Change number		
Meetings Construction of Agenda	9320	9366	Change number		
Quorum	9340	9367	Change number		
Order of Business & Regular Bus. Meeting	9350	9368	Change number		
Meeting Conduct	9360	9369	Change number		
Minutes		9370	Addition of text		
Meeting Types		8341	Added information		

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 8341 – Internal Board Policies – Meetings: Types

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

**TITLE AND BRIEF:
DESCRIPTION:**

ACTION DESIRED: First Reading of Policy 8341

BACKGROUND: This last revision was done on December 16, 2002.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

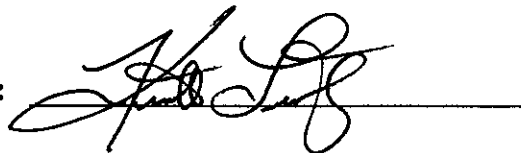
STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:

A handwritten signature in black ink, appearing to read 'Keith Lutz', is written over a horizontal line. The signature is cursive and stylized.

Internal Board Policies

Meetings: Types

8341

Regular Meetings

Regularly scheduled meetings may be of two kinds: business or educational. The latter type may be held for the purpose of reviewing and evaluating the school program, or the development and discussion of policy.

Special (or Called) Meetings

Special (or Called) meetings are to be held to address important matters that may arise between regular meetings and that urgently require action by the Board before the next regular meeting.

Special meetings may be called by the Board president or any two Board members, but all members shall have notice of the time and place of the meeting. Ordinarily, no business shall be transacted except that for which the meeting is called or which is otherwise permitted by law.

Emergency Meetings

Emergency meetings may be called if circumstances exist which require immediate action by the Board. Any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment.

Adjourned Meetings

Adjourned meetings shall serve as a continuation of a regular meeting, and not as an emergency or called meeting.

Closed Meetings

The Board may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The vote to hold a closed session shall be taken in open session. The vote of each member on the question of holding a closed session, the reason for the closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. The Board shall restrict its consideration of matters during the closed portions to only those purposes set forth in the minutes as the reason for the closed meeting. The meeting shall be reconvened in open session before any formal action may be taken on the matters which were considered in the closed session.

Any Board member shall have the right to challenge the continuation of a closed session if the Board member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the Board member contends that the closed session is neither necessary for (a) the protection of the public interests or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the Board. Such challenge and its disposition shall be recorded in the minutes.

Continuance of Hearings

Any hearing being held, or noticed or ordered to be held, may by motion approved by the members present be continued or recontinued to a subsequent date; provided however, that all parties to the hearing shall be informed of the date and place of the continued hearing. If a party to the hearing is not present at the hearing, written notice of the date and time of the continued hearing shall be served as soon as reasonably possible on the non-present party at his or her last know address.

119.

Legal Reference: RRS 79-439, 79-805, 84-1410, 84-1411

Related Rules: 8341R1

Policy Adopted: August 12, 1991

Reaffirmed: December 16, 2002:

Millard Public Schools

Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 9000 –Bylaws of the Board – General Statement

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000 Series

DESCRIPTION:

ACTION DESIRED: First Reading of Policy 9000

BACKGROUND: The last revision was done on February 4, 1974.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:



Bylaws of the Board

General Statement

9000

Bylaws are rules or procedures adopted by the Board to govern its internal operations. The use of such guidelines or bylaws helps the Board to comply with the responsibility and duties delegated to it by law and by the local electorate, in an efficient and effective manner.

All actions of the Board shall be taken only in official Board meetings, called, scheduled, and conducted according to these bylaws and the statutes of the state.

Policies, bylaws and Board-adopted regulations shall be subject to suspension for a specified purpose and limited time by vote of the Board at a meeting duly called for which the proposed suspension has been described in writing, or upon a two-thirds vote of all members of the Board when no such written notice has been given.

Bylaws Adopted By the Board: February 4, 1974

Revised:

Millard Public Schools

Omaha, NE

192.

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 9100 –Bylaws of the Board – School Board Vacancies – Created, Filled

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000 Series

DESCRIPTION:

ACTION DESIRED: First Reading of Policy 9100

BACKGROUND: Formerly this was Policy 9111, but is now being renumbered. The last revision was done on December 2, 1996.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:



Bylaws of the Board

School Board Vacancies - Created, Filled

9100 9111

I. School Board Vacancies:

A position on the Board shall be vacant, except as provided in Neb. Rev. Statutes § 32-561 for military service, upon the happening of any one of the following events at any time before the expiration of the term of such office:

- A. Resignation of the incumbent;
- B. Death of the incumbent;
- C. Removal of the incumbent from office;
- D. Decision of a competent tribunal declaring the office of the incumbent vacant;
- E. Incumbent ceasing to be a resident of the district for which he or she may have been elected;
- F. Failure to elect at a proper election when there is no incumbent to continue in office until his or her successor is elected and qualified;
- G. Failure of a candidate elected to an office to qualify for such office;
- H. Forfeiture of office as provided by law;
- I. Conviction of a felony or of any public offense involving the violation of the oath of office of the incumbent; or
- J. Incumbent on the Board assuming another elective office as provided in subsections (2) and (3) of Neb. Rev. Statutes §32-604.
- K. When a Board member is absent from the district for a continuous period of sixty days at one time or from more than two consecutive regular meetings of the board unless excused by a majority of the remaining members of the board.

II. Filling a School Board Vacancy:

- A. A vacancy in the membership of a school board shall occur as set forth in section A above.
- B. A vacancy on the Board resulting from any cause other than the expiration of a term shall be temporarily filled by appointment of a qualified registered voter by the remaining members of the Board. A registered voter shall be nominated at the next primary election and elected at the following general election for the remainder of the unexpired term. A registered voter appointed or elected pursuant to this subsection shall meet the same requirements as the member whose office is vacant.
- C. If the Board fails to fill a vacancy on the Board, the vacancy may be filled by election at a special election or school district meeting called for that purpose. Such election or meeting shall be called in the same manner and subject to the same procedures as other special elections.

- D. If there are vacancies in the positions of a majority of the members of a school the bBoard, the Secretary of State shall be requested to conduct a special school district election to fill such vacancies.

Legal Reference: Neb. Rev. Statutes §32-560; 32-561; 32-570; 79-464 Laws 1994,
LB76, Section 596; Laws 1996, LB900, Section 298

Related Rules: 9100R1 ~~9111R1~~

Bylaw Adopted by the Board: March 18, 1991

Revised: December 2, 1996

Millard Public Schools

Omaha, NE

Bylaws of the Board

School Board Vacancies - Procedure for Filling

9100.1 9111.1

When a vacancy exists on the Millard Board of Education it shall be filled as provided by law and by the following procedures.

- A. At the first regular meeting of the Board after the vacancy exists, the Superintendent shall provide the legal qualifications for appointment to the Board, the length of the term remaining, and a proposed schedule for receiving applications for appointment to the vacancy.
- B. The Board at that meeting shall establish the final date for filing of applications, which date shall be no sooner than 30 days after the publication of notice in a legal newspaper announcing the existence of the vacancy, qualifications for the position and inviting applications for appointment to fill the vacancy, and communication to the news media notifying the public of the existence of the vacancy and the final date for the filing of application to fill the vacancy.
- C. The Board will establish the form applications shall take, including:
 - 1) a resume containing routine personal data (name, address, telephone numbers, etc.) a summary of the candidates education and experience, and a statement indicating why they are qualified for appointment to the Board; and,
 - 2) a petition signed by at least 50 (fifty) registered voters from the Millard District, using a petition available from the Secretary of the Millard Board of Education.
- D. Completed applications will be filed with Secretary of the Millard Board of Education no later than 4:30 pm on the date applications are due. The documents will be date stamped and reviewed for compliance with these procedures.
- E. The Secretary of the Millard Board of Education will, in conjunction with the Douglas and Sarpy County Election Commissioners, review the petitions and determine if 50 or more registered voters of Millard School District 17 have supported each applicant. The Board Secretary will notify each applicant whether their petition was valid or invalid.
- F. The Secretary of the Millard Board of Education will forward copies of the resumes and petitions to each member of the Board as each eligibility determination is made. Unless more time is needed to verify the petitions, all resumes and petitions will be sent to Board members within seven days of the application deadline. Board members will review the resumes in the form they are received.
- G. At the next regular meeting of the Board following the identification of all qualified candidates, if the number of candidates exceeds five, the list of candidates shall be reduced to five finalists. Each Board member shall vote for five candidates to be finalists for the position. The vote will be by roll call. Only persons submitting resumes and valid petitions may receive votes. The five candidates receiving the most total votes will be finalists for appointment. In the event of a tie for the fifth position, the Board will reconsider only those candidates tied for fifth in order to break the tie. Tie-breaking votes shall be by secret ballot.
- H. The Superintendent shall notify, by telephone, all candidates as to whether they received sufficient support to become a finalist for the position.
- I. At the next meeting of the Board Committee of the Whole following the selection of the finalists, the Board will interview the finalists. Approximately 30 minutes will be allowed for each candidate. The candidates will be asked to make a maximum five-minute statement concerning their qualifications, followed by a 25

126.

minute question and answer period. The order of appearance of the candidates will be determined by a random drawing prior to publishing the meeting agenda.

- J. The election of the new Board member will be placed on the agenda of the next regularly scheduled Board meeting following the interviews. The election will be by roll call from the names of the candidates interviewed without nominations from the floor. Voting will continue until one candidate receives a majority votes. When the tally determines an applicant has been selected for appointment to the Board, the vote and the appointment shall be ratified by a roll call vote.
- K. The Board's legal counsel, with the assistance of the office of the superintendent, shall oversee the conduct of the election and the tally of the votes. The ballots shall become a part of the records of the District.

School Board Office Vacancies - Procedure for Filling

Should a vacancy exist in one of the offices specified in Bylaw 9120, the office will be filled at the next regular meeting of the Board using the procedure specified in Policy 9111 9121.1

Related Policies and Rules: 9100, 9111, 9120, ~~9121.1~~

Bylaw Adopted: January 27, 1997; July 7, 1997

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 9111 –Bylaws of the Board – Election of Officers

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000 Series

DESCRIPTION:

ACTION DESIRED: First Reading of Policy 9111

BACKGROUND: Formerly this was Rule 9121.1, but is now being renumbered and revised. The last revision was done September 9, 1996.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

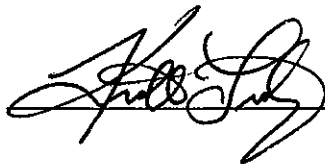
STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:

 _____

Bylaws of the Board

Election of Officers

9111 ~~9121.1~~

Officers of the Board will be elected at the organizational meeting in January. Ballots will be distributed to Board members present at the meeting for the election of each officer. A secret ballot will be used for the election of each officer, but the total number of votes for each candidate shall be recorded in the minutes. An officer will be elected when one individual receives a majority of the votes cast for a position. No Board member is eligible to serve in more than one office at the same time. No Board member may serve more than two consecutive years in the same office.

Related Policy : ~~9121P~~

Rule Approved: September 2, 1980

Millard Public Schools

Revised: September 9, 1996

Omaha, NE

Bylaws of the Board

Board Officers

9111.1

The officers of the Board of Education shall be President, Vice-President, Secretary and Treasurer. The duties of the officers shall be:

President:

1. Preside at all regular and special meetings of the board.
2. Call special meetings of the Board when conditions required for special meetings have been met.
3. Be responsible for the orderly conduct of Board meetings.
4. Consult with the superintendent in planning agendas.
5. Represent the school district in all legal action.
6. Appoint all special committees, subject to the approval of the Board.
7. Sign any written contracts to which the school district may be a party.
8. Countersign all orders on the treasurer for claims allowed by the Board.
9. Countersign all orders on the county treasurer for the transfer of funds.
10. Participate in and vote on all actions of the Board.

Vice President:

1. Assume duties of the president in his/her absence.
2. Serve as the chairperson of the Board Committee of the Whole.
3. Organize the procedure for the Board to consider and issue the Superintendent's evaluation.
4. Perform any other duties as designated by the president.

Secretary:

1. Keep an accurate record of all meetings.
2. Send out legal notices of meetings.
3. Notify all persons elected as members of the Board.
4. Handle official correspondence of the School Board.
5. Make required reports to county and state officials.
6. Make the annual school census unless the board provides otherwise.

7. Draw and sign orders on the school district treasurer for the payment of authorized claims.
8. Draw and sign orders on the county treasurer transferring funds to the school district treasurer.
9. Maintain classified accounts of receipts and disbursements of the general and building funds, and of such other funds as the Board may require.
10. Compute withholding and social security taxes and retirement payments from salaries of teachers.
11. Act as custodian of all school district securities, documents, title papers, and other records of the Board.
12. Make available to the Superintendent all records and other information requested.
13. Publish the budget.
14. Keep a record of all written disclosures made by Board members pursuant to Board Policy 8250. The disclosure shall be kept on a ledger for a period of five years from the date of the Secretary's last day in office and kept separately from the Secretary's other records.
15. Maintain all records required by the Accountability and Disclosure statutes of the State of Nebraska.

Treasurer:

1. Receive and be responsible for all school district money.
2. Place funds in depositories approved by the Board.
3. Disburse funds on orders signed by the president and secretary.
4. Keep accurate records of all receipts and disbursement, showing the source of such receipts, to which funds the receipts belong, and the payees of all disbursements.
5. Render such financial reports as the Board may require at any time.

Legal Reference: RRS 79-452; 79-453; 79-455 – President

Legal Reference: 79-516.06 – Vice President

Legal Reference: RRS 49-14, 103.02; 79-456; 79-457; 79-458; 79-805; 79-806 – Secretary

Legal Reference: RRS 79-459; 79-460; 79-461; 79-809 – Treasurer

Bylaw Adopted:

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 9112 –Bylaws of the Board – Committees and Appointments

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000 Series

DESCRIPTION:

ACTION DESIRED: First Reading of Policy 9112

BACKGROUND: Formerly this was Policy 9130, but is now being renumbered. The last revision was done on September 23, 1996.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

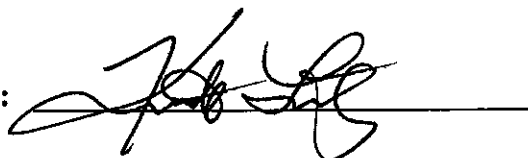
STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:

A handwritten signature in black ink, appearing to be 'K. Lutz', is written over a horizontal line.

Bylaws of the Board

Committees and Appointments

9112 9130

- A. The Board shall establish standing and special committees.
- B. Board members shall not serve on any District committees except those established by the Board.
- C. Board members may be appointed to represent the Board and the District in state and local organizations.
- D. Board members shall not serve as an officer in a school-parent organization.
- E. In order to provide the district with the broadest views of its constituency, spouses of Board members may not serve on District planning, or advisory committees.

Cross Reference: 10000R1

Legal Reference: Neb. Rev. Stat. §79-213
Robert's Rules of Order, Newly Revised, 1990 Edition, 9th Edition

Related Rules: *9112.1* ~~9130R1~~

Policy Adopted: April 28, 1980

Millard Public Schools

Revised: September 23, 1996

Bylaws of the Board

Committees and Appointments

9112.1 9130.1

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

Standing Committees:

1. The Americanism Committee is required by law. It shall consist of three Board members appointed each January of each year.
2. ~~The District Site Based Steering Committee shall include in its membership one Board member appointed in January.~~
3. All Board members will may be members serve on the District Strategic Planning Committee.
4. All Board members will serve on the Board Committee of the Whole.

Special Committees:

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

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

1. ~~Each January, Annually,~~ the Board President shall appoint a delegate and alternate to the Nebraska Association of School Boards (NASB) Legislative Relations Delegate Assembly.
2. ~~Each January, Annually,~~ the Board President shall appoint a delegate and alternate to the National School Board Association (NSBA) Federal Relations Network; provided, however, the Board desires to send a representative.
3. Each January, the Board President shall appoint a delegate to the (NASB) Nebraska Association of School Boards - Board of Directors.
4. Each January, the Board President shall appoint a delegate to the Board of Directors of the Millard Public Schools Foundation.

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

Related Policy : 9112 9130P

Policy Adopted: April 28, 1980

Revised: September 23, 1996; November 4, 1996

Millard Public Schools

Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 9210 –Bylaws of the Board – Attorney

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000 Series

DESCRIPTION:

ACTION DESIRED: First Reading of Policy 9210

BACKGROUND: Formerly this was Policy 9250, but is now being renumbered. The last revision was made on February 4, 1974.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:

A handwritten signature in black ink, appearing to read "Keith Lutz", is written over a horizontal line.

Bylaws of the Board

Attorney

9210 9250

The board may, at its discretion, appoint an attorney to perform desired legal services. The attorney shall serve at the Board's pleasure and be compensated at a mutually agreeable rate.

Legal Reference: RRS 79-4, 150

Bylaws Adopted by the Board: February 4, 1974

Millard Public Schools

Revised:

Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 9220 –Bylaws of the Board – Auditor

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000 Series

DESCRIPTION:

ACTION DESIRED: First Reading of Policy 9220

BACKGROUND: Formerly this was Policy 9260, but is now being renumbered. The policy was adopted on February 4, 1974.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:

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Bylaws of the Board

Auditor

9220 9260

DUTIES OF THE AUDITOR

The duties of the independent auditor shall be as follows:

- I. To examine the balance sheet of the school district at the end of the fiscal year and the related statements of transactions in the various funds for the fiscal year then ended.
- II. To conduct such examination in accordance with generally accepted auditing standards and to include such tests of the accounting records and such other auditing procedures as are necessary in the circumstances.
- III. To render an opinion on the financial statements prepared at the close of the fiscal year.
- IV. To prepare such financial statements for publication as may be required by law.
- V. To make such recommendations to the Board concerning its accounting records, procedures, and related activities as may appear necessary or desirable.
- VI. To perform such other related services as may be requested by the Board.

Legal Reference: RRS 79-546

Bylaws Adopted by the Board: February 4, 1974

Revised:

Millard Public Schools

Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 9300 –Bylaws of the Board – Individual Members
– Duties, Responsibilities

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000
Series

DESCRIPTION:

ACTION DESIRED: First Reading of Policy 9300

BACKGROUND: Formerly this was Policy 9270, but is now being renumbered. The
last revision was done on December 2, 1996.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:



Bylaws of the Board

Individual Members - Duties, Responsibilities

9300 9270

The Board only has the legal authority to act as the governing body of the District when it is in session as provided by the statutes and its internal by-laws, regulations and procedures.

No member of the Board shall have the authority to bind or otherwise act for the Board or the District except when the action of an individual Board member or Board members is undertaken pursuant to a specific authority of the Board, which authority shall be wholly set forth in the minutes of the Board which granted the authority.

Legal Reference: Neb. Rev. Statutes §49-14,101; 79-520; 79-818

Laws 1996, LB 900

Bylaws Adopted by the Board: December 3, 1990

Millard Public Schools

Revised: December 2, 1996

Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 9310 –Bylaws of the Board – Meetings –
Notification to Members

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000
Series

DESCRIPTION:

ACTION DESIRED: First Reading of Policy 9310

BACKGROUND: Formerly this was Policy 9364, but is now being renumbered and
revised. The last revision was done on March 6, 1995.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

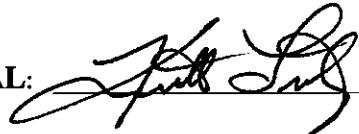
STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:



Bylaws of the Board

Meetings

Notification To Members

9310 9364

Materials pertaining to the meeting shall be sent ~~out~~ from the administration office to the Board members the Wednesday preceding the meeting or on such other date as may be established by the Board or otherwise necessary because of time constraints.

Legal Reference: RRS 79-439 District board; quorum; meetings; exception

Bylaws Adopted by the Board: February, 4, 1974

Millard Public Schools

Revised: March 6, 1995

Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 9320–Bylaws of the Board – Meetings –
Construction of Agenda

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000
Series

DESCRIPTION:

ACTION DESIRED: First Reading of Policy 9320

BACKGROUND: Formerly this was Policy 9366, but is now being renumbered and
revised. The last revision was done on March 6, 1995.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

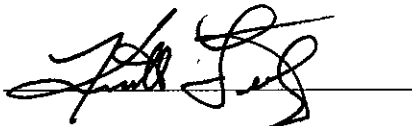
STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:



Bylaws of the Board

Meetings

Construction Of Agenda

9320 9366

The Superintendent and the President of the Board shall construct the agenda. Members of the Board can request an item be placed on the agenda by submitting the request to the Superintendent or Board President. Items to be considered for placement on the agenda must be presented in writing to the Superintendent or Board President seven (7) days prior to the meeting. Items may be placed on the agenda at the discretion of the Superintendent and Board president. An item of an emergency nature may be added at the meeting by a two-thirds vote.

Legal Reference: RRS 79-452 President, duties, right to vote

Bylaws Adopted by the Board: June 6, 1977

Millard Public Schools

Revised: March 6, 1995

Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: Reaffirm Policy 9330 –Bylaws of the Board – Approval of Administrative Regulations

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000 Series

DESCRIPTION:

ACTION DESIRED: Reaffirm Policy 9330

BACKGROUND: This Policy was adopted on March 4, 1991.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

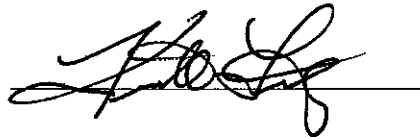
STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:



Bylaws of the Board

Approval of Administrative Regulations

9330

New administrative regulations or revisions of existing regulations may be approved or rejected under the following procedures:

1. The proposed new regulation or revision of an existing regulation shall be submitted to the Board in writing at a regularly scheduled meeting of the Board.
2. The proposed new regulations or revisions of existing regulations may be approved or rejected at the meeting.
3. The approval or rejection of the proposed regulation shall be by a majority vote of all members of the Board.

Legal Reference: 79-807

Bylaws Adopted by the Board: March 4, 1991

Millard Public Schools
Revised: Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 9340 –Bylaws of the Board – Quorum

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000 Series

DESCRIPTION:

ACTION DESIRED: First Reading of Policy 9340

BACKGROUND: Formerly this was Policy 9367, but is now being renumbered. The policy was adopted on February 4, 1974.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

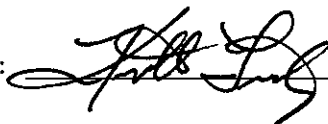
STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:

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Bylaws of the Board

Quorum

9340 9367

A majority of the members of the Board shall constitute a quorum. The affirmative vote of a majority of those members present at any meeting having a quorum shall be considered sufficient for action except for actions required otherwise by law of these policies and bylaws.

Legal Reference: RRS 79-439

Bylaws Adopted by the Board: February 4, 1974

Millard Public Schools

Revised:

Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 9350 –Bylaws of the Board – Order of Business at Regular Business Meetings

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000 Series

DESCRIPTION:

ACTION DESIRED: First Reading of Policy 9350

BACKGROUND: Formerly this was Policy 9368, but is now being renumbered and revised. The last revision was done on December 2, 1996.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

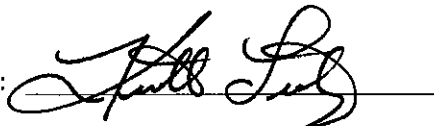
STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:



Bylaws of the Board

Order of Business at Regular Business Meetings

9350 9368

The Regular order of business for Board of Education meetings will be as follows:

- A. Call to Order - Opening of the meeting by the Board President
- B. Presentation of Colors and Pledge of Allegiance
- C. Roll Call
- D. Vote to Excuse Absent Members
- E. Public Comments on agenda items - this is the proper time for public questions and comments on agenda items only.
- F. Routine Matters
 - 1. Approval of minutes of the preceding Business Meeting of the Board of Education
 - 2. Approval of Bills
 - 3. Receive Treasurer's Report and place on file
 - 4. Summary of Previous Board Committee of the Whole Meeting
- G. Information Items
 - 1. Showcase/Employee of the Month, recognition of outstanding students and staff members.
 - 2. Superintendent's Report
 - 3. Board Comments/Announcements
 - 4. Report from Student Representatives
- H. Unfinished Business
- I. New Business
- J. Reports
- K. Future Agenda Items/Board Calendar
- L. Public Comments - This is the proper time for public questions and comments on any topic.
- M. Adjournment

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

Related Policy or Rule: None

Legal Reference: None

Bylaws adopted: 2/4/74; 8/2/93

Revised: December 2, 1996

Millard Public Schools

Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 9360 –Bylaws of the Board – Meeting Conduct

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000 Series

DESCRIPTION:

ACTION DESIRED: First Reading of Policy 9360

BACKGROUND: Formerly this was Policy 9369, but is now being renumbered. The policy was adopted on February 4, 1974.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

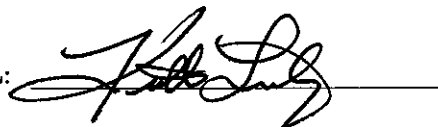
STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:

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Bylaws of the Board

Meeting Conduct

9360 9369

PARLIAMENTARY PROCEDURE

Unless otherwise provided in the Board's bylaws, the Board shall conduct all its meetings in accord with Robert's Rules of Order, Revised.

Bylaws Adopted by the Board: February 4, 1974

Millard Public Schools

Revised:

Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 9370 –Bylaws of the Board – Minutes

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF: We are beginning to update the policies and rules in the 9000 Series

DESCRIPTION:

ACTION DESIRED: First Reading of Policy 9370

BACKGROUND: This policy was adopted on March 18, 1991.

OPTIONS/ALTERNATIVE CONSIDERATIONS: NA

RECOMMENDATIONS: NA

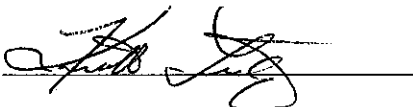
STRATEGIC PLAN REFERENCE: NA

IMPLICATIONS OF ADOPTION OR REJECTION: NA

TIME LINE:

PERSONS RESPONSIBLE: Dr. Keith Lutz

SUPERINTENDENT'S APPROVAL:



Bylaws of the Board

Minutes

9370

The minutes of the meetings of the Board of Education shall include:

- a) The classification (regular, adjourned, closed, emergency, or special), date, and place of meetings.
- b) The call to order stating time, person presiding, and office.
- c) The record of the roll call of Board members.
- d) A notation of the presence or absence of the Superintendent. A notation of other staff members and ~~visitors~~ others present if the persons will participate in the meeting.
- e) A record of any corrections to the minutes of the previous meetings and the action approving them.
- f) A record of all communications presented to the Board.
- g) A record of the hearing of all petitions of citizens.
- h) A record of any reports of Board members or staff members.
- i) A record of each motion placed before the Board including the member making the motion and the member seconding, if any. The ayes and nays and objections shall be recorded by name for each Board member present.
- j) Special marking to indicate policy matters.
- k) The manner in which the advance publicized notice of the time and place of each meeting was given.
- l) The substance of all matters discussed.
- m) A record of how each Board member voted on any action taken on any question or motion duly moved and seconded. The minutes shall also record if the Board member was absent or not voting.
- n) The total number of votes for each candidate for each Board officership .

If the Board votes to hold a closed session, the minutes shall record the vote of each Board member on the question of holding a closed session, the reason for the closed session, and the time when the closed session commenced and concluded. If a Board member challenges the continuation of a closed session on the grounds that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual, the challenge and its disposition by the Board shall be recorded in the minutes.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes. Complete minutes of such emergency meetings specifying the nature of

the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

The minutes shall be permanently filed and indexed for reference purposes. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours. Minutes shall be written and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier.

All reports requiring Board action, resolutions, agreements, and other written documents ~~may~~ shall be made a part of the minutes by reference, and ~~if so,~~ shall be placed in the district as a permanent record subject to state law pertaining to retention of records.

Legal Reference: 84-1410; 84-1411; 84-1413

Bylaw Adopted by the Board: March 18, 1991

Millard Public Schools

Revised:

Omaha, NE

AGENDA SUMMARY SHEET

MEETING DATE: June 2, 2003

DEPARTMENT: Human Resources

ACTION DESIRED: Approval

BACKGROUND: Personnel items: (1) New Hires; (2) Amended Contracts;
and (3) Resignations

OPTIONS & ALTERNATIVES: NA

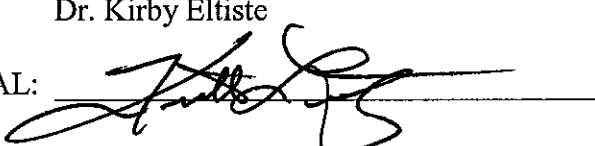
RECOMMENDATION: Approval

STRATEGIC PLAN REFERENCE: N/A

IMPLICATIONS OF ADOPTION
OR REJECTION: N/A

TIMELINE: N/A

RESPONSIBLE PERSON: Dr. Kirby Eltiste

SUPERINTENDENT APPROVAL: 

June 2, 2003

TEACHERS RECOMMENDED FOR HIRE

Recommend: the following teachers be hired for the 2003-04 school year:

1. Erica Aaron – Step 1, BA – University of Nebraska at Lincoln. Science teacher at Kiewit Middle School.
2. Elizabeth Andreason – Step 6, MA – University of Nebraska at Lincoln. Speech language pathologist (50%) at Andersen Middle School. Previous experience: speech language pathologist, Lincoln Public Schools (1996-2001); Papillion Public Schools (1995-96).
3. David Brandt – Step 2, BA – University of Nebraska at Lincoln. Science teacher at North High School. Previous experience: teacher, Ralston Public Schools (2002-03).
4. Traci Gunter – Step 11, MA – Peru State College. Second grade teacher at Aldrich Elementary School. Previous experience: teacher, Omaha Public Schools (1992-2003).
5. Nancy Haith – Step 11, BA+36 – University of Nebraska at Omaha. Resource teacher at Beadle Middle School. Previous experience: teacher, Millard Public Schools (1989-2001); Blair Community Schools (2001-03).
6. Candida Kraska – Step 2, BA – Waynesburg College, Waynesburg, PA. Foreign language teacher at North High School. Previous experience: teacher, Omaha Public Schools (2002-03).
7. Deborah Schaap – Step 6, MA – University of Nebraska at Omaha. Speech language pathologist at South High School. Previous experience: speech language pathologist, Omaha Public Schools (1972-77; 1980-81).
8. Kelly Sholes – Step 1, BA – Wayne State College. Math teacher at South High School.
9. Steve Throne – Step 5, BA – Nebraska Wesleyan University. Physical education teacher at South High School. Previous experience: teacher, Nebraska City, NE (1993-2003).
10. Weylon White – Step 9, MA – University of Nebraska at Omaha. Math teacher at North High School. Previous experience: teacher, Omaha Public Schools (1994-2003).

June 2, 2003

AMENDMENT TO A CONTINUING CONTRACT

Recommend: amendment to the following contract:

1. Lori Graves -- READ teacher at Rohwer Elementary School. Amend contract from 70% to 80% for the 2003-04 school year.

June 2, 2003

RESIGNATIONS

Recommend: the following resignations be accepted:

1. Reid Brakke – Counselor at South High School. He is resigning to pursue another job in education. Resignation is effective at the end of the 2002-03 school year.
2. Michele Greenwood – Resource teacher at Russell Middle School. She is resigning to pursue another job in education. Resignation is effective at the end of the 2003-03 school year.

160.

Elementary		K	1	2	3	4	5	Self	Current	YTD	Official 9/02	
								Cont	Total	Change	Change	Enrollment
Abbott	(3 unit)	71	61	68	74	79	77		430	-2	-8	438
Ackerman	(4 unit)	118	93	89	106	77	85	16	584	-1	19	565
Aldrich	(3 unit)	46	55	64	53	58	51		327	0	3	324
Black Elk	(3 unit)	102	83	107	87	98	93		570	0	11	559
Bryan	(3 unit)	57	65	61	56	63	63		365	2	-2	367
Cather	(3 unit)	68	78	77	81	63	70		437	-1	-12	449
Cody	(2 unit)	40	36	22	30	34	32	29	223	-1	5	218
Cottonwood	(3 unit)	51	46	58	69	59	65		348	2	-1	349
Disney	(3 unit)	53	40	56	49	36	52	10	296	-1	-8	304
Ezra Millard	(3 unit)	61	57	65	70	55	64	13	385	2	4	381
Harvey Oaks	(2 unit)	34	38	39	42	51	50		254	2	6	248
Hitchcock	(2 unit)	37	39	31	34	38	24		203	-1	3	200
Holling Heights	(3 unit)	60	54	52	48	59	61		334	0	4	330
Montclair	(4 unit)	89	103	89	90	70	89	10	540	-1	-7	547
Morton	(3 unit)	58	53	60	40	75	67	9	362	-1	-3	365
Neihardt	(4 unit)	109	110	97	112	98	105		631	4	23	608
Norris	(3 unit)	52	43	45	34	40	44	24	282	-1	0	282
Rockwell	(3 unit)	60	54	49	52	53	42	19	329	0	-4	333
Rohwer	(3 unit)	72	64	67	53	62	63	14	395	5	21	374
Sandoz	(3 unit)	42	51	49	49	58	54		303	0	-6	309
Wheeler	(3 unit)	71	102	71	69	74	60	21	468	1	15	453
Willowdale	(3 unit)	53	66	65	56	69	83	11	403	0	-1	404
Totals		1404	1391	1381	1354	1369	1394	176	8469	8	62	8407

Secondary		6	7	8	Self	Current	YTD	Official 9/02	
					Cont	Total	Change	Change	Enrollment
Andersen MS		241	274	281	11	796	0	-2	798
Beadle MS		202	174	130	13	506	0	3	503
Central MS		294	319	243	15	856	0	10	846
Kiewit MS		336	334	347	9	1017	-1	-12	1029
North MS		189	228	205	19	622	-1	8	614
Russell MS		222	278	259	9	759	-1	-5	764
MS Alternative		0	9	13		22	0	11	11
Totals		1484	1616	1478	76	4578	-3	13	4565

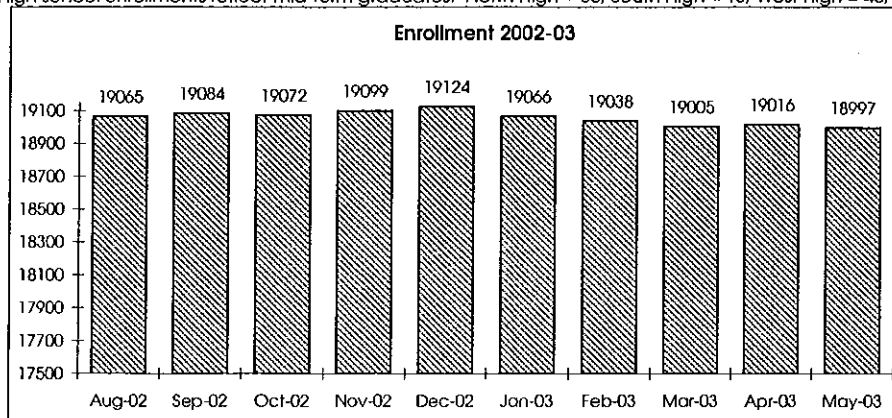
		9	10	11	12	Self	Current	YTD	Official 9/02	
						Cont	Total	Change	Change	Enrollment
North HS		571	620	532	499	20	2222	-10	-71	2293
South HS		492	456	480	454	13	1882	-5	-50	1932
West HS		451	447	414	381	18	1693	-5	-45	1738
Millard Learning Center		0	0	28	50		78	-4	-6	84
Totals		1514	1523	1454	1384	51	5875	-24	-172	6047

Preschool	
Disney	36
Cody	16
Neihardt	74
Rockwell	49
Montessori - Montclair	60
Montessori - Norris	26
Total	261

Preschool SPED	
Cody	72
Rohwer	42
Sandoz	37
Wheeler	38
Contracted	4
Infants	100
Total	293

Contracted SPED	40	0	9	31
Young Adult Program	35	0	1	34
Total District K-12	18997	-19	-87	19084
Total District PreK-12	19551	-1	-13	19564

High school enrollments reflect mid-term graduates: North High = 35, South High = 18, West High = 46, MLC = 6



9/27/2002	
Elementary	8407
Middle School	4565
High School	6047
Contracted	31
Young Adult	34
Total	19084
5/20/2003	
Elementary	8469
Middle School	4578
High School	5875
Contracted	40
Young Adult	35
Total	18997
Current Change	-19
YTD Change	-87

1601.

Elementary		Classroom Enrollment							Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size W/out SPED
	K	1	2	3	4	5	4-5							
Abbott	18	20	23	25	23	22	10							
	18	18	22	24	24	22	10							
	17	23	23	25	22	23								
	18													
Total Students	71	61	68	74	69	67	20		430	-2	-8	438	430	
Total Teachers	4.0	3	3	3	3	3	1		20.0				20.0	
Classroom Avg	17.8	20.3	22.7	24.7	23.0	22.3	20		22				22	

	K	1	2	3	1-3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	
	26	23	24	26	24	26	28	7					
	26	23	23	27	23	25	29						
	25												
	25												
Total Students	118	70	69	80	69	77	85	16	584	-1	19	565	568
Total Teachers	4.5	3	3	3	3	3.5	3.5	2	25.5				23.5
Classroom Avg	23.6	23.5	23.0	26.5	23.0	22.0	24.3	8.0	23				24

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/02 Enrollment	
	23	17	22	26	20	25					
		19	21		20						
Total Students	46	55	64	53	58	51	327	0	3	324	327
Total Teachers	2	3	3	2	3	2	15.00				15
Classroom Avg	23.0	18.3	21.3	26.5	19.3	25.5	22				22

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/02 Enrollment	
	21	20	21	22	25	23					
	19	21	21	22	25	23					
	21	21	22	21	23	23					
	19	22									
Total Students	102	83	107	87	98	93	570	0	11	569	570
Total Teachers	5.0	4	5	4	4	4	26				26
Classroom Avg	20.4	20.8	21.4	21.8	24.5	23.3	22				22

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/02 Enrollment	
	20	22	14	19	20	22					
	18	21	16	17	21	21					
			16								
Total Students	57	65	61	56	63	63	365	2	-2	367	365
Total Teachers	3	3	4	3	3	3	19				19
Classroom Avg	19.0	21.7	15.3	18.7	21.0	21.0	19				19

	K	1	2	3	4	5	1-2	C-K	C-1	C-2	C-3	C-4	C-5	Total	Current Change	YTD Change	Official 9/02 Enrollment	
				17		17	10	24	22	24	23	19	20					
Total Students	19	24	19	33	23	34	19	49	45	48	48	40	36	437	-1	-12	449	437
Total Teachers	1	1	1	2	1	2	1	2	2	2	2	2	2	21				21.0
Classroom Avg	19.0	24.0	19.0	16.5	23.0	17.0	19.0	24.5	22.5	24.0	24.0	20.0	18.0	21				21

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	
	19	17	11	15	17	16	9					
							10					
Total Students	40	36	22	30	34	32	29	223	-1	5	218	194
Total Teachers	2	2	2	2	2	2	3	15				12
Classroom Avg	20.0	18.0	11.0	15.0	17.0	16.0	9.7	15				16

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/02 Enrollment	
	25	14	17	24	20	21					
		16	20	22	19	22					
Total Students	51	46	58	69	59	65	348	2	-1	349	348
Total Teachers	2	3	3	3	3	3	17				17
Classroom Avg	25.5	15.3	19.3	23.0	19.7	21.7	20				20

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	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
												Size W/out SPED
Disney	17	14	19	17	19	26	6					
	18	13	19	14	17	26	4					
	18	13	18	18								
Total Students	53	40	56	49	36	52	10	296	-1	-8	304	286
Total Teachers	3.0	3	3	3	2	2	2	18.0				16
Classroom Avg	17.7	13.3	18.7	16.3	18.0	26.0	5.0	16				18

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
											Size W/out SPED
Harvey Oaks	17	17	19	21	25	26					
	17	21	20	21	26	24					
Total Students	34	38	39	42	51	50	254	2	6	248	254
Total Teachers	2.0	2	2	2	2	2	12.0				12
Classroom Avg	17.0	19.0	19.5	21.0	25.5	25.0	21				21

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
											Size W/out SPED
Hitchcock	18	19	15	17	20	24					
	19	20	16	17	18						
Total Students	37	39	31	34	38	24	203	-1	3	200	203
Total Teachers	2.0	2	2	2	2	1	11.0				11
Classroom Avg	18.5	19.5	15.5	17.0	19.0	24.0	18				18

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
											Size W/out SPED
Holling Heights	20	18	18	16	20	21					
	20	18	18	16	20	20					
	20	18	16	16	19	20					
Total Students	60	54	52	48	59	61	334	0	4	330	334
Total Teachers	3.0	3	3	3	3	3	18.0				18
Classroom Avg	20.0	18.0	17.3	16.0	19.7	20.3	19				19

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
												Size W/out SPED
Ezra Millard	21	19	21	24	19	22	6					
	19	19	22	23	18	21	7					
	21	19	22	23	18	21						
Total Students	61	57	65	70	55	64	13	385	2	4	381	372
Total Teachers	3	3	3	3	3	3	2	20				18
Classroom Avg	20.3	19.0	21.7	23.3	18.3	21.3	7	19				21

	K	1	2	3	4	5	M-K	M1-3	M4-5	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size	
															Size W/out SPED	
Montclair	21	22	21	20	17	23	17	26	21	6						
	19	22	19	20	17	24	17	27	18	4						
							15	26	20							
								25	19							
								28								
Total Students	40	44	40	40	34	47	49	158	78	10	540	-1	-7	547	530	
Total Teachers	2	2	2	2	2	2	3	6	4	2	27				25	
Classroom Avg	20.0	22.0	20.0	20.0	17.0	23.5	16.3	26.3	19.5	5.0	20				21	

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
												Size W/out SPED
Morton	21	18	20	21	25	22	9					
	18	17	19	19	24	23						
	19	18	21		26	22						
Total Students	58	53	60	40	75	67	9	362	-1	-3	365	353
Total Teachers	3	3	3	2	3	3	1	18				17.0
Classroom Avg	19.3	17.7	20.0	20.0	25.0	22.3	9.0	20				21

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
											Size W/out SPED
Nelhardt	23	22	25	22	24	27					
	21	22	25	23	25	26					
	22	22	23	22	25	26					
	21	22	24	23	24	26					
	22	22		22							
Total Students	109	110	97	112	98	105	631	4	23	608	631
Total Teachers	5.0	5	4	5	4	4	27.0				27.0
Classroom Avg	21.8	22.0	24.3	22.4	24.5	26.3	23				23

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	K	1	2	3	4	5	M-K	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
													Size W/out SPED
Norris	17	15	21	17	20	22	19	8					
	16	15	24	17	20	22		7					
		13						9					
Total Students	33	43	45	34	40	44	19	24	282	-1	0	282	258
Total Teachers	2.0	3	2	2	2	2	1	3	17.0				14
Classroom Avg	16.5	14.3	22.5	17.0	20.0	22.0	19.0	8.0	17				18

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
												Size W/out SPED
Rockwell	20	17	17	18	17	21	10					
	20	18	16	18	18	21	9					
	20	19	16	16	18							
Total Students	60	54	49	52	53	42	19	329	0	-4	333	310
Total Teachers	3.0	3	3	3	3	2	2	19.0				17.0
Classroom Avg	20.0	18.0	16.3	17.3	17.7	21.0	9.5	17				18

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
												Size W/out SPED
Rohwer	24	21	22	26	20	22	6					
	24	21	22	27	21	19	8					
	24	22	23		21	22						
Total Students	72	64	67	53	62	63	14	395	5	21	374	381
Total Teachers	3.0	3	3	2	3	3	2	19.0				17
Classroom Avg	24.0	21.3	22.3	26.5	20.7	21.0	7.0	21				22

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
												Size W/out SPED
Sandoz	21	17	16	24	20	19						
	21	17	17	25	20	17						
		17	16		18	18						
Total Students	42	51	49	49	58	54		303	0	-6	309	303
Total Teachers	2	3	3	2	3	3		16				16
Classroom Avg	21.0	17.0	16.3	24.5	19.3	18.0		19				19

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
												Size W/out SPED
Wheeler	24	21	24	23	24	20	10					
	23	17	23	23	25	19	11					
	24	21	24	23	25	21						
		22										
		21										
Total Students	71	102	71	69	74	60	21	468	1	15	453	447
Total Teachers	3	5	3	3	3	3	2	22				20
Classroom Avg	23.7	20.4	23.7	23.0	24.7	20.0	10.5	21				22

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
												Size W/out SPED
Willowdale	17	22	21	18	23	21	11					
	17	22	22	18	24	21						
	19	22	22	20	22	18						
						23						
						21						
Total Students	53	66	65	56	69	83	11	403	0	-1	404	392
Total Teachers	3.0	3	3	3	3	4	1	20.0				19
Classroom Avg	17.7	22.0	21.7	18.7	23.0	20.8	11.0	20				21

Elementary Totals							Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
Grade	K	1	2	3	4	5						
Students	1404	1391	1381	1354	1369	1394	176	8469	8	62	8407	8293
Teachers	68.5	70.5	68.5	64.0	65.0	64.0	22.0	422.5				400.5
Classroom Avg	20.5	19.7	20.2	21.2	21.1	21.8	8.0	20				21

	6	7	8	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
Andersen MS	241	274	281	11	796	0	-2	798	
Beadle MS	202	174	130	13	506	0	3	503	
Central MS	294	319	243	15	856	0	10	846	
Kiewit MS	336	334	347	9	1017	-1	-12	1029	
North MS	189	228	205	19	622	-1	8	614	
Russell MS	222	278	259	9	759	-1	-5	764	
MS Alternative	0	9	13		22	0	11	11	
Totals	1484	1616	1478	76	4578	-3	13	4565	

	9	10	11	12	Self Cont	Total	Current Change	YTD Change	Official 9/02 Enrollment	Class Size
North HS		571	620	532	499	20	2222	-10	-71	2293
South HS		492	456	480	454	13	1882	-5	-50	1932
West HS		451	447	414	381	18	1693	-5	-45	1738
Millard Learning Center		0	0	28	50		78	-4	-6	84
Totals		1514	1523	1454	1384	51	5875	-24	-172	6047

Contracted SPED	40	0	9	31
Young Adult Program	35	0	1	34
Total District Enrollment	18997	-19	-87	19084

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AGENDA SUMMARY SHEET

AGENDA ITEM: State Assessment Requirements to Meet NCLB

Meeting Date: June 2, 2003

Department: Planning & Evaluation

Title and Brief Description: The attached document was submitted by NDE to the U.S. Department of Education to address the No Child Left Behind legislative requirements. There are many implications for school districts.

Action Desired: Approval Discussion Information Only

Background: The NDE plan was submitted on May 1. They are to receive feedback this summer on their plan. Districts will be required to have 3rd through 8th annual testing in reading and math. Other indicators will be the scores on the state writing assessment and high school graduation rates.

Options/Alternatives Considered:

N.A.

Recommendations: Millard will need reading and math assessments in grades 3, 5, 6 and 8. Data are to be reported in 2005-06, which means that 2003-04 could be a development year and 2004-05 could be for pilot testing.

Strategic Plan Reference:

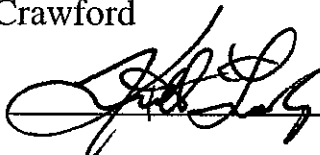
To remain accredited and to remain eligible for federal funds.

Implications of Adoption/Rejection: N.A.

Timeline: Work into plans and job accountabilities for 2003-04 and 2004-05.

Responsible Persons: John Crawford

Superintendent's Signature:



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Nebraska

Consolidated State Application

May 1, 2003 Submission

**For State Grants under Title IX, Part C, Section 9302 of the Elementary and Secondary
Education Act (Public Law 107-110)**

A. ESEA GOALS, ESEA INDICATORS, STATE PERFORMANCE TARGETS

Introduction

The following timeline for Nebraska's State assessment system is included to provide the background information necessary to understand the decisions on goals, indicators and performance targets. See also the descriptions of the assessment system provided in response to the Questions in Part B of this report. All information on Nebraska's STARS assessment system can be found at <http://www.nde.state.ne.us> under the STARS icon.

State Timeline for Assessment System

Proposed Timeline and Activities to meet Section 1111 of No Child Left Behind (revised from the State Comprehensive Plan of 2002 to reflect changes since then):

2000-01

- Initial (pilot) year for STARS Reading assessments: Grades 4, 8, and 11
- Initial (pilot) year for Statewide Writing Assessments: Grades 4, 8, and 11
- Norm-referenced assessments in Reading and Mathematics required in one grade at each level 3-5, 6-9, 10-12
- Districts submit Assessment Portfolio on reading assessments for external expert review and rating

2001-02

- Initial year for STARS Math assessments: Grades 4, 8, and 11
 - Refine academic achievement standards and quality indicators for Reading assessments
- Statewide Writing Assessment: Grade 4
- Norm-referenced assessments in Reading and Mathematics required in one grade at each level 3-5, 6-9, 10-12
- Districts submit Assessment Portfolio on mathematics assessments for external expert review and rating

2002-03

- Reading Assessment: Grades 4, 8, and 11
 - Refine academic achievement standards and quality indicators for math assessments
 - District establish local goals for subgroup performance in Reading using assessment results as baseline data
- Reporting of STARS Mathematics or NRT for AYP
- Statewide Writing Assessment: Grade 8

- Norm-referenced assessments in Reading and Mathematics required in one grade at each level 3-5, 6-9, 10-12
- Districts submit Assessment Portfolio on reading assessments for external expert review and rating

2003-04

- STARS Math Assessment: Grades 4, 8, and 11;
 - District establish local goals for subgroup performance in Mathematics using assessment results as baseline data
- Reporting of STARS Reading or NRT for AYP
- Statewide Writing Assessment in Grades 4, 8, and 11
- Norm-referenced assessments in Reading and Mathematics required in one grade at each level 3-5, 6-9, 10-12
- Districts submit Assessment Portfolio on mathematics assessments for external expert review and rating

2004-05

- STARS Reading and Math assessment of standards in Grades 4, 8, and 11
- Statewide Writing Assessment in Grades 4, 8, 11
- Norm-referenced assessments in Reading and Mathematics required in one grade at each level 3-5, 6-9, 10-12
- Districts submit Assessment Portfolio for the district's assessment system

2005-06

- STARS Reading and Math Assessments in Grades 3-8 and 11
- Initial field test year for Science Assessments in Grades 5, 8, and 11
- Statewide Writing Assessment in Grade 4, 8 and 11
- Norm-referenced assessments in Reading and Mathematics required in one grade at each level 3-5, 6-9, 10-12
- Districts submit sample assessments for expectations of student performance in grades 3, 5, 6 and 7; Districts have the option to submit Assessment Portfolio for Science

2006-07

- Initial field test year for Social Studies/History Assessments in Grades 5, 8, and 11
- Reading and Math Assessments in Grades 3 - 8, and 11
- Statewide Writing Assessment in Grades 4, 8, and 11
- Norm-referenced assessments in Reading and Mathematics required in one grade at each level 3-5, 6-9, 10-12
- Districts have the option to submit Assessment Portfolio for Social Studies/History

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Baseline Data for Performance Indicators 1.1, 1.2, 2.2, and 2.3

Given the assessment schedule provided above, the State has determined starting points and performance indicators using the only data currently available for all schools in the State. State performance results for baseline data include the categories of all students, students with disabilities, and English Language Learners (ESL) from the field test years of Reading (2000-01) and Mathematics (2001-02) for grades 4, 8, and 11.

Nebraska districts currently report student performance results for each standard and not the performance level of each student. Districts report the number of students at each of four performance levels (Beginning, Progressing, Proficient, and Advanced) for each of the standards. To determine the starting points and performance indicators, the numbers of students at each level was averaged across all standards to determine the percent at the proficient and advanced levels of performance. Nebraska does not currently have a State student record system.

For the 2002-03 school year, districts will report disaggregated data for determining Adequate Yearly Progress (AYP) for all schools and districts. The State will submit revised charts for grades 4, 8 and 11 in the Fall of 2003 when the disaggregated data are available. The State is in the process of developing a student record system that will enable the disaggregation of data for reporting of results for Section 1111(h)(1)(c)(i). Anticipated date of implementation for the student record system is the 2004-05 school year.

Grade 4 Math	Percent of Students at Proficient and Advanced
Student Group	01-02 Baseline
All students	77.77
Students with disabilities	37.14
Limited English Proficient	51.59

Grade 4 Reading	Percent of Students at Proficient and Advanced
Student Group	00-01 Baseline
All students	76.07
Students with disabilities	26.88
Limited English Proficient	17.82

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Grade 8 Math	Percent of Students at Proficient and Advanced
Student Group	01-02 Baseline
All students	75.48
Students with disabilities	18.46
Limited English Proficient	29.26

Grade 8 Reading	Percent of Students at Proficient and Advanced
Student Group	00-01 Baseline
All students	79.87
Students with disabilities	26.56
Limited English Proficient	29.73

Grade 11 Math	Percent of Students at Proficient and Advanced
Student Group	01-02 Baseline
All students	65.58
Students with disabilities	17.85
Limited English Proficient	34.45

Grade 11 Reading	Percent of Students at Proficient and Advanced
Student Group	00-01 Baseline
All students	71.43
Students with disabilities	18.18
Limited English Proficient	27.27

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Performance Targets for Performance Indicators 1.1, 1.2, 2.2, and 2.3

The baseline data and performance targets were established using the only available data – Reading (2000-01) and Math (2001-02). Nebraska collects student performance results on a “standards” basis. That is, each district reports, for each school, the number of students at each of the four performance levels (Beginning, Progressing, Proficient, Advanced) on each standard. To determine the percent of the students performing at the proficient and advanced levels at the elementary, middle and high schools, the average number of students at each performance level was determined and used to identify the percent of students at the proficient and advanced levels. This was calculated for each school. Starting points for the performance targets were established using the percent of the students at the proficient and advanced levels for each school and the enrollment data for that school from the State’s official enrollment data. Schools were ranked on the percent of students at the proficient and advanced levels in order from highest percentage of “not proficient” for each grade level. Enrollment data were used to determine the school at the 20% of enrollment for that grade level. Nebraska did not have disaggregated data by each of the subgroups to calculate starting points and performance targets by the lowest performing subgroup.

Starting points and performance targets will be revisited when the State has implemented a student record system that will allow the determination of a percent of students at proficient and advanced levels based on individual student data and disaggregated subgroup performance data. Until this data become available, the State will use the following performance targets. From the starting point percentages, an annual increase was determined using the goal of 100% of the students at the proficient level by 2013-14. The annual increase is provided for each grade span.

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STATE PERFORMANCE TARGETS (ANNUAL MEASURABLE OBJECTIVES)

GRADES: ELEMENTARY

Math Annual Increase: 3.1818	Percent of Students at Proficient and Advanced
2002-2003 Target	65
2003-2004 Target	65
2004-2005 Target	71
2005-2006 Target	71
2006-2007 Target	71
2007-2008 Target	80
2008-2009 Target	80
2009-2010 Target	80
2010-2011 Target	90
2011-2012 Target	90
2012-2013 Target	90
2013-2014 Target	100

Reading Annual Increase: 3.4545	Percent of Students at Proficient and Advanced
2002-2003 Target	62
2003-2004 Target	62
2004-2005 Target	68
2005-2006 Target	68
2006-2007 Target	68
2007-2008 Target	79
2008-2009 Target	79
2009-2010 Target	79
2010-2011 Target	89
2011-2012 Target	89
2012-2013 Target	89
2013-2014 Target	100

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GRADES: MIDDLE SCHOOL

Math Annual Increase: 3.8182	Percent of Students at Proficient and Advanced
2002-2003 Target	58
2003-2004 Target	58
2004-2005 Target	65
2005-2006 Target	65
2006-2007 Target	65
2007-2008 Target	77
2008-2009 Target	77
2009-2010 Target	77
2010-2011 Target	88
2011-2012 Target	88
2012-2013 Target	88
2013-2014 Target	100

Reading Annual Increase: 3.5455	Percent of Students at Proficient and Advanced
2002-2003 Target	61
2003-2004 Target	61
2004-2005 Target	68
2005-2006 Target	68
2006-2007 Target	68
2007-2008 Target	78
2008-2009 Target	78
2009-2010 Target	78
2010-2011 Target	89
2011-2012 Target	89
2012-2013 Target	89
2013-2014 Target	100

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GRADES: HIGH SCHOOL

Math Annual Increase: 3.4545	Percent of Students at Proficient and Advanced
2002-2003 Target	62
2003-2004 Target	62
2004-2005 Target	68
2005-2006 Target	68
2006-2007 Target	68
2007-2008 Target	79
2008-2009 Target	79
2009-2010 Target	79
2010-2011 Target	89
2011-2012 Target	89
2012-2013 Target	89
2013-2014 Target	100

Reading Annual Increase: 3.0909	Percent of Students at Proficient and Advanced
2002-2003 Target	66
2003-2004 Target	66
2004-2005 Target	72
2005-2006 Target	72
2006-2007 Target	72
2007-2008 Target	81
2008-2009 Target	81
2009-2010 Target	81
2010-2011 Target	90
2011-2012 Target	90
2012-2013 Target	90
2013-2014 Target	100

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Baseline Data and Performance Targets for Performance Indicator 1.3

With the initial stars assessments in the 2000-01 school year, Nebraska's Title I program developed a transitional process to use the State assessment system to annually determine adequate yearly progress for identifying schools to be in need of improvement. Developed by the Committee of Practitioners, the process included the STARS Reading and Math results as well as the Quality of the STARS assessments (the ratings on the assessment portfolio). The transitional process had an unintended consequence of reducing the number of schools identified to be in need of improvement. To establish baseline data for Performance indicator 1.3, the State is using an average of four years data (2 years of the previous process and the last 2 years using the transitional process). While this allows a more appropriate starting point for establishing performance targets, it does not accommodate the impact of initiating State AYP requirements that begin in the 2002-03 school year in Nebraska. The following performance targets may need to be adjusted after reviewing the data from the implementation of the new definition of AYP.

Baseline Data and Targets	Percentage of Title I Schools Making Adequate Yearly Progress
2002-2003 Baseline	80
2003-2004 Target	80
2004-2005 Target	82
2005-2006 Target	84
2006-2007 Target	86
2007-2008 Target	88
2008-2009 Target	90
2009-2010 Target	92
2010-2011 Target	94
2011-2012 Target	96
2012-2013 Target	98
2013-2014 Target	100

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2. **Baseline data and performance targets for any State identified goals and indicators.**

State Goal #4 is the only goal not a part of AYP or dependent upon data not required to be submitted until September 2003. Goal 4 states that all districts and NDE will be learning organizations, that is in a continuous improvement process. All districts are required to develop improvement plans as a requirement of accreditation. Under the State plan for the 2002-03 school year, 100% of the districts submitted consolidated plans that addressed their school improvement plan and all of the NCLB program applications.

The Department of Education has developed a strategic plan (Chart V) for implementation of upcoming activities including the new requirements of No Child Left Behind. All Leadership Council members identified and prioritized activities that cross traditional team roles and responsibilities and focus on the four goals of the Comprehensive State Plan.

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B. STATE ACTIVITIES TO IMPLEMENT ESEA PROGRAMS

1a. Provide evidence that the State has:

- **Adopted challenging content standards in reading/language arts and mathematics at each grade level for grades 3 through 8, consistent with section 1111(b) (1); or**
- **Disseminated grade-level expectations for reading/language arts and mathematics for grades 3 through 8 to LEAs and schools if the State's academic content standards cover more than one grade level.**

School-based Teacher-led Assessment and Reporting System (STARS)

Standards

Nebraska districts are required to adopt state standards in reading, writing, speaking, listening, mathematics, science, and social studies/history. If districts have developed local standards that have been determined to be equal to or more rigorous than state standards, they may adopt those in place of the state standards. Locally adopted standards must be submitted to the Department of Education for approval. The approval process of local standards is incorporated into Rule 10 – Accreditation of Schools (<http://www.nde.state.ne.us/LEGAL/RULE10.html>).

The standards are cumulative standards designed to span grade levels (K-1, 2-4, 5-8, and 9-12) specifying what students are to know and be able to do by the end of grades 4, 8 and 12. The standards are benchmarked for reporting at grades 4, 8 and 11. Nebraska's content standards in Grades 4, 8 and 12 for reading/writing/speaking/listening, and mathematics are called L.E.A.R.N.S. and were approved by the U. S Department of Education under IASA. The standards can be accessed at <http://www.nde.state.ne.us/AcadStand.html>.

To meet the NCLB requirement for content standards at grades 3 through 8 and 11 required under Section 1111(b)(1) under the STARS assessment system, Nebraska districts must define expectations for what students must know and be able to do at these grade levels in order to be assessed at grades 4, 8 and 11. The following description of the **process** used by the State to ensure the quality of the STARS assessment system provides the best understanding of locally developed expectations and assessments.

STARS is based on locally developed assessment systems that are annually rated on technical quality using six indicators called Quality Criteria. The Quality Criteria were developed by the Buros Center for Testing and are included in Appendix A. The first two criteria address content standards:

1. The assessments reflect the state or local standards.
2. Students have an opportunity to learn the content.

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The annual rating of locally developed assessment systems is conducted by a panel of external assessment experts contracted through the Buros Center for Testing who evaluate the assessment portfolios submitted by each district. The instructions for completing and submitting the portfolios is attached as Appendix B. The specific questions districts must address in their assessment portfolios for Quality Criteria 1 and 2 on content standards are:

Quality Criterion 1.

Assessments reflect the state or local standards.

- Districts should provide evidence that assessment content (test items or tasks) corresponds to the appropriate standards. Evidence of the match of assessments to the standards is based on an independent review of the alignment of assessments to the standards.
- Assessments must be shown to be sufficient or comprehensive enough so that the determination of student mastery is adequate.

In meeting this criterion, districts should answer and document the following questions:

1. **Who** did the process?

Include the number of panelists, their years of experience (collective estimates are appropriate), the grade levels that are represented and in what configurations: grade level, grades above or below the assessed grade, whether the groups were K-12 in nature. Include the number of teachers who participated in comparison to numbers of total staff. This describes the adequacy of the representation.

If the above panel is the group that assembled or wrote the assessments, it is important to have a second, independent review of the match to standards. If you have more than one panel, state it and describe it. **You will want people with independent, objective judgment to review assessment items or activities for match to standards.**

Describe who led your process. Was it a teacher leader, an educational service unit staff developer, an administrator? Include qualifications.

2. **What** did they do in this process?

Describe how the panel matched assessment items or activities to the standards. For example: How and when was this match reviewed by an independent group? What steps were actually taken? Include copies of the forms that the group used.

Describe the process used by the panel to determine that sufficient coverage or score points was present. For example: How was it decided that the coverage

was comprehensive enough or sufficient? Were there a required number of items or activities per standard? Were other assessment opportunities examined? What was the process that was used? Include any forms that the group used.

If you surveyed staff or collected data from others, indicate how you did that, the process that you used and include any forms that you may have used.

3. **What** were the **results** of the process and **how** did you act upon them?

Describe what the results were. What happened as a result of the committees working together? What number of items or types of assessments was changed? What was kept? What was thrown out? What was learned? What was decided? Why? This is an essential step.

Quality Criterion 2.

Students have an opportunity to learn the content.

- Districts should provide evidence that assessment content (test items or tasks) corresponds to the district's curriculum and instruction. The match of assessments to instruction is based on evidence that the content of the assessments has been taught.
- Instruction must have occurred prior to assessment. For this criterion to be fully met, students should have the instruction on 80% or more of the content prior to being assessed on that content.
- **“Opportunity to learn” as described in this criterion means that the local school district’s curriculum offers the opportunity for students to meet the standards prior to the assessment. It means the district collected evidence showing students had the opportunity to learn. Documentation of that evidence is provided in this criterion.**

*Note: Even if you are using the norm referenced tests aligned to the Nebraska standards by the Buros Center for Testing, you **still** need to describe how Criterion 2 was met.*

In meeting this criterion, districts should answer and document the following questions:

1. **Who** did the process?

Include the number of panelists, their years of experience (collective estimates are appropriate), the grade levels that are represented and in what configurations: grade level, grades above or below the assessed grade, whether or not the groups were K-12. Include the number of teachers who participated in comparison to numbers of total staff.

If you compiled information from teachers or others and used forms or questionnaires to collect that data, include a copy of all forms that were used to include information from others.

Describe who led your process. Was it a teacher leader, an educational service unit staff developer, an administrator? Include qualifications of the leader.

2. **What** did they do in this process?

Describe how your panel(s) examined your local curriculum to find where standards were covered. For example: If you were identifying reading, speaking, and listening standards in another curriculum area, indicate that. Indicate the steps that your teacher teams took.

Timing is an important component of this criterion so it must be demonstrated that assessments are given after sufficient instruction has occurred.

If you examined textbooks and instructional materials, describe how you determined when during the school year, the standards were covered. If you collected information through lesson plans, collected classroom assignments, assessments, or classroom observations, give specific examples about what percentage of teachers were involved, who examined these products or made the observations, and how it was determined that the content of assessment was being taught. If you used surveys or questionnaires, include the forms used for that process.

Describe how you determined the point in time when assessment(s) would occur. Was it throughout the year? Was it at one point in time after enough instruction had occurred? Indicate at what point in the year the assessment occurred – give the month(s) of assessment administration and describe why you made that decision. Provide the rationale for the decision and the process used to determine that rationale.

3. What were the **results** of the process and **how** did you act upon them?

Describe what the results were. What happened as a result of the committees working together? Or the surveys? Or the collection of lesson plans? What was changed? How was instruction or classes offered changed or adjusted? What was learned? What was decided? Why? Identify and describe the outcomes. Were there gaps or overlaps? State what you found; give the results of your work. Indicate what you intend to do with your findings.

Defining Expectations for Grades 3 through 8

A survey of all districts on October 1, 2003 indicated that the majority of districts had already developed expectations of what students should know and be able to do in reading and mathematics at grade levels 3, 5, 6 and 7 to meet the NCLB requirement for Section 1111(b)(1). The percentage of districts with expectations defined by grade level:

Grade Level	Reading	Mathematics
3	76%	77%
5	75%	76%
6	76%	76%
7	70%	72%

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1b. Please provide a detailed timeline for major milestones for adopting challenging academic content standards in science that meet the requirements of section 1111(b)(1).

Challenging academic content standards in science that meet the requirements of Section 1111(b)(1) were adopted by the State Board of Education on May 8, 1998. The Science standards can be found at <http://www.nde.state.ne.us/ndestandards/sciencedrft.htm>. The Standards span grade levels K-1, 2-4, 5-8 and 9-12 and include Example Indicators.

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1c. Please provide a detailed timeline of major milestones for the development and implementation, in consultation with LEAs, of assessments in mathematics, reading/language arts, and science that meet the requirements of section 1111(b)(3) in the required grade levels.

To meet the requirements of Section 1111(b)(3) of NCLB under Nebraska's STARS assessment system, districts will expand the development of assessments of the content standards through grades 3, 5, 6, and 7. As noted above (Question 1a), the majority of districts have already defined expectations of what students should know and be able to do at these grade levels in order to demonstrate proficiency at the benchmarked grades of 4, 8 and 11.

A survey of all districts on October 1, 2003 indicated that many districts had also already developed assessments for the expectations of what students should know and be able to do in reading and mathematics at grade levels 3, 5, 6 and 7 to meet the NCLB requirement for Section 1111(b)(3). The percentage of districts with assessments for the expectations defined by grade level:

Grade Level	Reading	Mathematics
3	55%	56%
5	53%	52%
6	53%	53%
7	52%	55%

Timeline

By September 30 of each year, all districts are required to submit to the state a district assessment plan outlining how they plan to measure student performance on the standards. In the assessment plan, districts identify how each standard will be assessed and the Quality Criteria that will be used in developing or selecting the assessments to be used. This information is used by the Department to identify the sample assessments that must be submitted in the following June in the assessment portfolio. Starting with the assessment portfolios submitted for the 2005-06 school year, districts will include assessments developed for the expectations in grades 3, 5, 6 and 7.

Starting with the 2005-06 school year, districts will report all students assessed in grades 3 through 8 and high school in Reading and Mathematics annually. AYP status will be determined based on the aggregated data of the grades in the school and the district.

183.

1d. Please provide a detailed timeline for major milestones for setting, in consultation with LEAs, academic achievement standards in mathematics, reading/language arts, and science that meet the requirements of section 1111(b)(1).

Within the STARS assessment system, academic achievement standards are developed by each district for each assessment used to measure student performance on a standard. Consistency and comparability in terms of student achievement on standards is dependent on the quality of process used to determine mastery levels of performance. The development of academic achievement standards is addressed in Quality Criterion 6. Again, the instructions for the assessment portfolios that identifies the information districts must submit best describes the process used by the districts in establishing academic achievement standards.

Quality Criterion 6.

The mastery levels are appropriate.

This criterion is about determining “how good is good enough” in terms of levels of student achievement.

- Districts should provide evidence that the student mastery decisions were made using procedures that take into account the difficulty of the items or tasks in the assessments or classifications of students on an independent criterion. The procedure used to set mastery levels should include systematic judgments about assessment content and the different levels of student performance.
- The important thing here is for districts to identify and describe the method used to set mastery levels. Districts may not rely on their traditional grading scale to make these decisions. Professional judgment about students or about the test/work itself need to be used to arrive at mastery level decisions.

Quality Criteria 1-4 are done during the assessment development phase. Quality Criteria 5 and 6 typically occur after assessments have been administered, and you have actual student results.

In order to meet this criterion, districts should answer and document the following questions:

1. **Who** did the process?

Include the number of panelists, their years of experience (collective estimates are appropriate), the grade levels that are represented and in what configurations: grade level, grades above or below the assessed grade, whether or not the groups involved teachers in multiple grade levels. Include the number of teachers who participated in comparison to numbers of total staff.

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If you compiled information from teachers or others and used forms or questionnaires to collect that data, include a copy of all forms that were used to include information from others.

Describe who led your process. Was it a teacher leader, an educational service unit staff developer, an administrator? Include qualifications.

2. **What** did they do in this process?

Your district may have used one of the following processes or others that you have chosen. For example:

Method 1. Modified contrasting group - Student based method – can be used for both objective and subjective items/tasks. *If you have a small number of students and have difficulty with this method, you may want to consider Method 2.* This method is based upon the teacher knowing the students and their work.

- a. Start with a list of the students to be assessed and the levels of proficiency that must be determined, i.e. beginning, progressing, proficient, advanced. (See Attachment A)
- b. With the teachers who know the students, discuss and agree upon definitions of what student work would “look like” in each of those categories (e.g., what can progressing students do that beginning students cannot do?). Describe the process you went through in having the discussion.
- c. Prior to the testing but after the definitions are discussed, have the teachers predict the level where each student will score. (Attachment B)
- d. After the assessment results are in, the prediction is replaced by the actual student scores. (Attachment C)
- e. Figure the averages (means) of student scores for each level of proficiency and place the average at the bottom of each column. (Attachment D)
- f. If you have extreme differences between your scores, you may want to use the median (middle score) rather than the mean.
- g. Determine the cut scores for each proficiency level by using the score that is the average midpoint between means of adjacent groups. Example: the cut score for progressing will be the average of the means of the beginning and progressing categories, the cut score for proficient will be the average

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of the means from the progressing and proficient, and the cut score for advanced will be the average of the means of the proficient and advanced categories.

- h. With small numbers of students you may need to determine two levels, not four. You may collapse the advanced and proficient as well as the beginning and progressing columns together, so that you have “Met” and “Not Met” categories.

Method 2. Angoff Method - Test-based method.

Teachers participating must know both the test content and the characteristics of the students taking the assessment.

- a. With the teachers who know the content and typical students at the appropriate level, discuss and agree upon definitions of what student work would “look like” in each of those categories (e.g., what can progressing students do that beginning students cannot do?). Describe the process you went through in having the discussion.
- b. The panel of teachers talk about the item and its difficulty level.
- c. The panelists estimate the performance of a typical borderline student on each item to be either right or wrong – Round One. (Attachment E)
- d. Panelists see the actual difficulty level of each item based upon how all students actually scored – teachers see the % of students who got each item right. (Attachment F)
- e. Panelists see “impact” data – an estimate of the percentage of students who will be classified as nonmasters if the first cut score is used. (Attachment G)
- f. Teachers may go back and reconsider their initial item performance decision in Round Two. (Back to Attachment E)
- g. Round Two average (or median) results become the cut score by averaging the responses for each item across all panelists and then summing the averages (alternatively the total score for each panelist can be obtained by summing the number of rights and then finding the average (mean or median) across all the teachers).

Method 3. Modified Analytical Judgment – Test-based Method – best for performance assessments or assessments with multiple steps. This can be expanded to set multiple cut scores.

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- a. Need 50 (or more, score on the number of performance categories) scored (but blinded) papers that include all levels. Participants cannot see the scores. Typically, if only two performance categories are being defined (met/not met) more papers in the middle range of scores will be used. If there are more than two performance categories, then the number of papers at each score point will be about the same across all score points except at the extreme low and high scores. The steps below assume only two performance categories.
 - b. Form a panel of qualified teachers (those who know both the test content and the characteristics of the target students).
 - c. Define three categories of papers below proficient, “proficient”, and “above proficient”. Discuss the characteristics of each of those categories.
 - d. Have each panelist separate papers into three categories: below proficient, proficient, above proficient.
 - e. Have each panelist find the three best papers from the group classified as below proficient.
 - f. Have each panelist find the three poorest papers from the group classified as being proficient.
 - g. For the six papers selected, take the average of the actual scores.
 - h. Calculate the average across panelists – average the averages. The answer becomes the final cut score.
3. *What* were the **results** of the process and **how** did you act upon them?

Describe the results or any new learning in the process you used. Provide the actual numbers that will be used as your mastery levels.

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AGENDA SUMMARY SHEET

**Enclosure I.3.
June 2, 2003**

AGENDA ITEM: Legislative Report

MEETING DATE: June 2, 2003

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF DESCRIPTION: LB 540 Impact Report

ACTION DESIRED: INFORMATION ONLY XX

BACKGROUND:

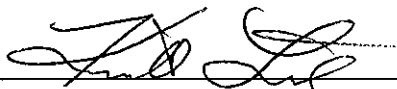
The Governor vetoed LB 540 as expected, but the Legislature voted overwhelmingly to override that veto. State aid will be re-certified on June 15, 2003. We have preliminary estimates from the NDE on that re-certification. The attached sheets show the impact of this legislation on MPS.

The Governor has not yet signed LB 66, our technology recovery bill.

STRATEGIC PLAN: Implemented Strategies, Plan 7-1, and Board Goals

RESPONSIBLE PERSON: Angelo Passarelli

SUPERINTENDENT'S APPROVAL: _____


(Signature)

BOARD ACTION:

Impact of LB 540

I have identified the impact of each of the provisions in LB 450 on the Millard Public Schools.

LB 540 Provision	Millard Impact
Void the February 5, 2003 certification of state aid.	2/05/03 - Certified for \$48,396,685
Maintain the existing 1.25% needs reduction as per LB 898 (2002).	This reduced state aid by 1.5 million in FYI 2003.
Maintain the existing authority to exceed the maximum levy to recover lost state aid due to the 1.25% needs reduction (as per LB 898, 2002).	This equated to a 2.5-cent property tax levy to make up for the state aid reduction last year.
Increase the maximum levy from the current \$1.00 to \$1.05.	With the other exclusions, our levy could be at \$1.10.
Increase the Local Effort Rate (LER) from the current \$.90 to \$.95.	This will not be a factor.
Lower the base spending lid from 2.5% to 0%.	Our spending lid is a maximum of 3.44%.
Extend the spending lid range from 2% to 3%, thereby creating a lid range of 0 - 3% for the 2003-05 biennium.	This increased the amount of spending we were allowed for being a "low spender" to approx 1.4%.
Authorize a school board to exceed its annual growth rate by 1% with a 3/4s vote (consistent with existing authority).	This is the same...we need 5 votes to spend that 1% or a "super" majority.
Provide for a recertification of the 2003-04 state aid by June 15, 2003.	State Department preliminary figures show the recertification at \$42,473,000.
Incorporate provisions of LB 246 to provide bonding authority for school districts in the amount of expenditures for modifications to correct life safety code violations, for indoor air quality, or for mold abatement and prevention.	This will allow us to tackle ADA or life-safety issues on a long-term basis by bonding for larger projects. This does not allow additional levy authority.

Angelo Passarelli

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LB 540 Set for Final Reading

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Published: May 19, 2003

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Final Reading Version

LB 540 represents a K-12/community college-related funding bill. The bill contains the following provisions:

- Void the February 5, 2003 certification of state aid;
- Maintain the existing 1.25% needs reduction as per LB 898 (2002);
- Maintain the existing authority to exceed the maximum levy to recover lost state aid due to the 1.25% needs reduction (as per LB 898, 2002);
- Increase the maximum levy from the current \$1.00 to \$1.05;
- Increase the Local Effort Rate (LER) from the current \$.90 to \$.95;
- Lower the base spending lid from 2.5% to 0%;
- Extend the spending lid range from 2% to 3% thereby creating a lid range of 0 - 3% for the 2003-05 biennium;
- Authorize a school board to exceed its annual growth rate by 1% with a 3/4s vote (consistent with existing authority) ;
- Provide for a recertification of the 2003-04 state aid by June 15, 2003;
- Incorporate provisions of LB 246 to provide bonding authority for school districts in the amount of expenditures for modifications to correct life safety code violations, for indoor air quality, or for mold abatement and prevention; and
- Incorporate provisions of LB 302 to impose a 0% resource/spending lid on community colleges and also provide a levy exclusion to make up lost state aid (similar to the existing K-12 levy exclusion).

NOTE: The intent behind LB 540 is that the 0% lid would expire at the conclusion of the next biennium. After the next biennium, the base spending lid would return to 2.5% with a spending lid range of 3% (i.e., a 2.5% to 5.5% lid range).

Prepared and Submitted by Mike Dulaney
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