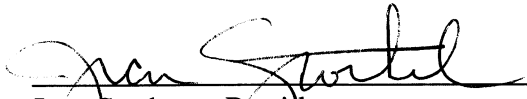


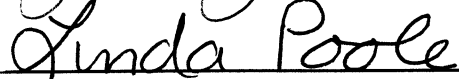
**ACKNOWLEDGMENT OF RECEIPT
OF NOTICE OF MEETING**

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 August 2nd, 2004, at Don Stroh Administrative Center
5606 South 147th Street

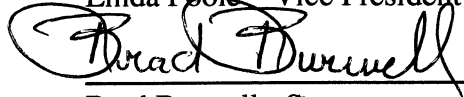
Dated this 2nd day of August, 2004.



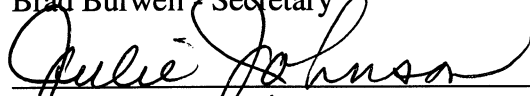
Jean Stothert - President



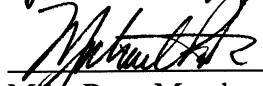
Linda Poole - Vice President



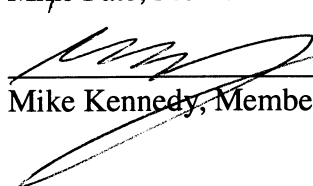
Brad Burwell - Secretary



Julie Johnson - Treasurer



Mike Pate, Member



Mike Kennedy, Member *(He was in mtg)*

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

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, August 2, 2004** at 5606 South 147th Street, Omaha, Nebraska. At 6:30 p.m. there will be a public hearing on land acquisition.

An agenda for such meetings, kept continuously current are available for public inspection at the office of the superintendent at 5606 South 147th Street, Omaha, Nebraska.

BRAD R. BURWELL,
Secretary

7-30-04

**THE DAILY RECORD
OF OMAHA**

**RONALD A. HENNINGSEN, Publisher
PROOF OF PUBLICATION**

UNITED STATES OF AMERICA,
The State of Nebraska,
District of Nebraska,
County of Douglas,
City of Omaha, } ss.

LYNDA K. HENNINGSEN

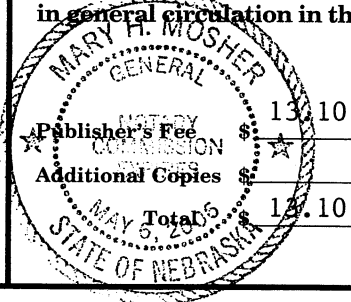
being duly sworn, deposes and says that she is

ASSOCIATE PUBLISHER

of **THE DAILY RECORD**, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, printed in Omaha, in said County of Douglas, for more than fifty-two weeks last past; that the printed notice hereto attached was published in **THE DAILY RECORD**, of Omaha, on _____

July 30, 2004

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



Publisher's Fee \$ 13.10
Additional Copies \$
Total \$ 13.10

[Signature]
Subscribed in my presence and sworn to before
me this 30th day of
July 20 04
[Signature]
Notary Public in and for Douglas County,
State of Nebraska

Proof Of Publication

**Young & White
Law Offices
8742 Frederick St.
PO Box 241358
Omaha, NE 68124-5358**
Notice of Acquisition of Private
Property For Public Use To:

DUANE J. DOWD
8109 Hickory Street
Omaha, NE 68124

MICHAEL A. HUBER
1305 S. 84th Street
Omaha, NE 68124

DUANE J. DOWD, TRUSTEE
8109 Hickory Street
Omaha, NE 68124

GRAND PRIX, INC.
Attn: Jeffrey B. Farnam
220 North 89th Street, Suite 201
Omaha, NE 68114

LAWRENCE W. DOWD
P.O. Box 129
Columbus, NE 68602-0129

JEFFREY B. FARNAM
220 North 89th Street, Suite 201
Omaha, NE 68114

Owners of Record, and to any and all other persons having any right, title or interest in the land owned by the above-named individuals, which is located generally Southeast of 168th & Giles Road, in Sarpy County, Nebraska, which constitutes a portion of the NW 1/4 of Section 22, Township 14 North, Range 11 East of the 6th P.M. The Douglas County School District No. 17 of the State of Nebraska, a.k.a. the Millard School District, intends to acquire such property through its powers of eminent domain as authorized by Neb. Rev. Stat. §79-1095 (Reissue 1995).

On August 2, 2004, a public hearing will be held on the proposed acquisition of 10 acres, more or less, of the above-described real estate, so as to provide an elementary school building site. The interest to be acquired is a fee simple absolute; and the compensation for the acquisition will be the fair market value of the property. The above-described public hearing regarding acquisition for private property for public use, will be held at the Millard School District's Board of Education office, Don Stroh Administration Building, 5606 N. 147th Street, Omaha, Nebraska, and will begin at 6:30 p.m.
11804248-7/21

State of Nebraska }
County of Sarpy } ss.

Dixie Cavner, being first duly
(name)

sworn, deposes and says she is the
(he or she)

Publisher of Bellevue Leader
(position) (name of publication)

a weekly legal newspaper having a bona
(weekly, daily, etc.)

fide circulation of more than 300 copies published in

Bellevue
(name of town)

Nebraska; and said newspaper has been published for at least 52 consecutive weeks prior to publication of attached notice: that said publication is of general circulation: that attached notices was published 1 time(s) on

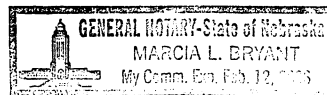
July 21, 2004
(dates)
Dixie Cavner
(signature)

Subscribed to in my presence

and sworn to before me this

21 day of July 2004
Marcia Bryant
Notary Public

Publication Fee \$ 32.91



Millard Public Schools
August 2, 2004

Millard Public Schools

Check Register for 8/2/04 - 8/2/04

Date: 7/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
221739	8/2/04	103075	A-1 SWEEPING DIV. OF ALL CITY SERV.	11,245.00
221740	8/2/04	132722	AAFCS	62.70
221742	8/2/04	131632	AC AWARDS INC	26.00
221743	8/2/04	130501	ACADEMIC BOOK SERVICE	3,031.60
221744	8/2/04	010275	ACADEMIC COMMUNICATION ASSOC INC	216.15
221745	8/2/04	010283	ACADEMIC THERAPY PUBLICATIONS	74.10
221746	8/2/04	010298	ACCU CUT SYSTEMS	1,336.80
221748	8/2/04	102832	ADVANCED OFFICE INTERIORS CORP	647.50
221749	8/2/04	133328	AIA COMPANY OUTFITTERS INC	3,870.66
221751	8/2/04	010808	AIR-SIDE COMPONENTS, INC.	1,558.73
221752	8/2/04	108351	AIRGAS NORTH CENTRAL INC	405.50
221754	8/2/04	133646	AKSARBEN SERVICES INC	148.33
221755	8/2/04	010946	JEFFREY S ALFREY	149.22
221757	8/2/04	109079	ALLTEL CORPORATION	1,326.18
221759	8/2/04	107651	AMAZON.COM INC	489.11
221760	8/2/04	099597	AMERICAN GUIDANCE SERVICE INC	1,401.69
221761	8/2/04	012450	AMERICAN RED CROSS HEARTLAND	312.00
221762	8/2/04	102430	AMI GROUP INC	635.00
221763	8/2/04	012590	AMSTERDAM PRINTING & LITHO	128.80
221764	8/2/04	012876	CURTIS A ANDERSON	700.00
221765	8/2/04	133924	NANCY L ANNIN	71.64
221766	8/2/04	012980	APPLAUSE LEARNING RESOURCES	11.90
221767	8/2/04	012989	APPLE COMPUTER, INC.	37,127.27
221769	8/2/04	106889	APPLIED INDUSTRIAL TECHNOLOGIES	1,106.66
221770	8/2/04	106436	AQUA-CHEM INC	348.50
221772	8/2/04	013496	ASCD	2,136.42
221773	8/2/04	010070	ASHA DISTRIBUTING INC.	19.52
221774	8/2/04	102840	ASSOCIATED FIRE PROTECTION	530.96
221775	8/2/04	012507	AT&T	46.01
221776	8/2/04	010083	ATS MOBILE TELEPHONE CO INC	583.06
221777	8/2/04	102237	AUTO STATION	913.82
221778	8/2/04	108092	APW/AUTO VALUE	549.26

Millard Public Schools

Check Register for 8/2/04 - 8/2/04

Date: 7/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
221780	8/2/04	109852	BAER SUPPLY	642.11
221781	8/2/04	132276	BAKER'S PLAYS	485.63
221782	8/2/04	103104	BARCO PRODUCTS CO	655.21
221783	8/2/04	132274	TIMOTHY D BARNER	70.81
221784	8/2/04	099646	BARNES & NOBLE BOOKSTORE(OAKV)	2,812.71
221785	8/2/04	132608	BARNES DISTRIBUTION	462.04
221786	8/2/04	017925	GARY BARTA	88.00
221789	8/2/04	133697	BENEFICENT TECHNOLOGY INC	300.00
221790	8/2/04	101062	BENNINGTON IMPLEMENT INC	158.80
221793	8/2/04	072250	BG PETERSON COMPANY	322.40
221794	8/2/04	100056	BORDERS BOOKS & MUSIC	484.00
221795	8/2/04	019559	BOUND TO STAY BOUND BOOKS INC	553.95
221796	8/2/04	019835	BOYS TOWN NATIONAL	4,350.93
221797	8/2/04	132699	FATHER FLANAGANS BOYS HOME	52.95
221798	8/2/04	102783	BRIGHT APPLE	164.97
221799	8/2/04	131995	M. MARTHA BRUCKNER	12.50
221800	8/2/04	133375	BUSINESS INTERIORS GROUP	1,337.00
221801	8/2/04	099431	BUSINESS MEDIA INC	13,820.00
221802	8/2/04	131619	C E SUNDBERG CO	25.60
221803	8/2/04	023718	CALCULATORS, INC.	4,410.00
221804	8/2/04	023836	CAMBRIDGE UNIVERSITY PRESS	28.78
221806	8/2/04	133246	RALPH CAREY	27.00
221807	8/2/04	023925	CARLEX INC	32.45
221809	8/2/04	023970	CAROLINA BIOLOGICAL SUPPLY CO	60.28
221810	8/2/04	024067	CARSON DELLOSA PUBLISHING	111.05
221811	8/2/04	131158	CURTIS R CASE	101.19
221812	8/2/04	024260	CENTER TROPHY COMPANY	11.40
221814	8/2/04	133925	KATHRYN KACI CHAPPELL	68.76
221815	8/2/04	109138	CHARACTER COUNTS COALITION	320.95
221816	8/2/04	024652	CHILDCRAFT EDUCATION CORP	716.27
221817	8/2/04	131336	CITIZENS BANK	1,602.66
221818	8/2/04	025197	CITY OF OMAHA	39,133.31

Millard Public Schools

Check Register for 8/2/04 - 8/2/04

Date: 7/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
221820	8/2/04	132581	CLARITUS	6,654.08
221821	8/2/04	025208	CLARUS MUSIC, LTD.	71.40
221822	8/2/04	099222	CLASSROOMDIRECT.COM	646.81
221823	8/2/04	025235	DALE CLAUSEN	545.04
221824	8/2/04	066006	JANET S CLURE	74.88
221825	8/2/04	100346	COCA-COLA BOTTLING OF OMAHA	30.00
221829	8/2/04	108093	COMFORT PRODUCTS DISTRIBUTING	291.58
221830	8/2/04	109867	COMMERCIAL AIR MANAGEMENT INC	163.00
221831	8/2/04	025562	COMMERCIAL FLOORING SYSTEMS INC	800.00
221832	8/2/04	133617	CONOCOPHILLIPS	6,359.97
221833	8/2/04	025830	GEORGE R CONRAD	70.96
221834	8/2/04	108199	CONTRACT SERVICES GROUP INC	25.00
221835	8/2/04	026057	CONTROL MASTERS INC	7,517.46
221837	8/2/04	130848	SHELLEY K CORRY	558.00
221838	8/2/04	102238	COTTMAN TRANSMISSION	1,784.40
221840	8/2/04	026970	CRESCENT ELECTRIC SUPPLY CO	33.70
221841	8/2/04	027130	CRYSTAL PRODUCTIONS	11.50
221842	8/2/04	106893	CULLIGAN WATER CONDITIONING	48.00
221843	8/2/04	027300	CUMMINS GREAT PLAINS DIESEL	485.68
221844	8/2/04	133943	SARAH A CUSHMAN	15.09
221845	8/2/04	130731	D & D COMMUNICATIONS	661.50
221846	8/2/04	032061	D & D LASER	171.85
221848	8/2/04	131003	DAILY RECORD	8.30
221849	8/2/04	133755	DARK FIBER SOLUTIONS LLC	7,500.00
221850	8/2/04	032370	DAYTIMERS	39.97
221852	8/2/04	107469	DEFFENBAUGH INDUSTRIES	2,991.01
221855	8/2/04	109850	DEX MEDIA EAST LLC	279.60
221856	8/2/04	130685	VOGEL WEST INC	55.00
221857	8/2/04	099220	DICK BLICK	828.96
221859	8/2/04	033473	DIETZE MUSIC HOUSE INC	13,717.49
221861	8/2/04	106194	DISCIPLINE WITH PURPOSE INC	780.00
221862	8/2/04	099552	DISCOUNT SCHOOL SUPPLY	448.14

Millard Public Schools

Check Register for 8/2/04 - 8/2/04

Date: 7/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
221864	8/2/04	102468	DONS PIONEER UNIFORMS	31.95
221866	8/2/04	130908	DOUGLAS COUNTY SCHOOL DIST.28-0001	7,284.88
221867	8/2/04	099556	DRAMATISTS PLAY SERVICE INC	190.92
221869	8/2/04	100951	DYNA-KLEEN SERVICES, INC.	5,400.00
221871	8/2/04	036652	EBSCO SUBSCRIPTION SERVICES	284.28
221872	8/2/04	035557	ECS LEARNING SYSTEMS	49.28
221873	8/2/04	060038	EDUCATION PEOPLE INC	320.76
221874	8/2/04	037525	EDUCATIONAL SERVICE UNIT #3	421.08
221875	8/2/04	109135	EDUCATIONAL SERVICE UNIT 10	716.10
221876	8/2/04	100586	EDUCATIONAL THEATRE ASSOC	240.00
221877	8/2/04	038025	MARY L EHLERS	76.06
221879	8/2/04	038100	ELECTRIC FIXTURE & SUPPLY	6,177.63
221880	8/2/04	108082	ELECTRONIC CONTRACTING COMPANY	110.00
221881	8/2/04	038140	ELECTRONIC SOUND INC.	2,426.87
221882	8/2/04	099776	ORVILLE EICH	214.00
221883	8/2/04	038217	WARREN K ELTISTE	412.80
221884	8/2/04	035579	EMC/PARADIGM PUBLISHING	323.73
221885	8/2/04	025611	ENVISION COMMUNICATIONS INC	1,000.00
221886	8/2/04	109066	TED H ESSER	1,063.12
221887	8/2/04	035610	ETA/UISENAIRE	16.95
221888	8/2/04	132472	EVAN-MOOR EDUCATIONAL PUBLISHERS	42.98
221890	8/2/04	038475	EXCEL ELECTRIC INC	1,952.19
221891	8/2/04	099320	EYE ON EDUCATION	854.65
221892	8/2/04	130632	FASTSIGNS	172.50
221893	8/2/04	040450	FEDERAL EXPRESS	18.44
221894	8/2/04	040470	MARK W FELDHAUSEN	446.22
221895	8/2/04	040537	FERGUSON ENTERPRISES INC	133.62
221896	8/2/04	106956	FERRELLGAS	10.50
221897	8/2/04	109069	ELIZABETH A FIALA	78.48
221898	8/2/04	040902	FIRST NATIONAL BANK TRUST DEPT	900.00
221899	8/2/04	106714	LADONNA V FLOOD	239.36
221901	8/2/04	041100	FOLLETT LIBRARY RESOURCES	2,695.24

Millard Public Schools

Check Register for 8/2/04 - 8/2/04

Date: 7/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
221902	8/2/04	130992	FRANKLIN COVEY	166.75
221906	8/2/04	106660	GLASSMASTERS, INC.	3,875.49
221907	8/2/04	044890	GOODWAY TECHNOLOGIES CORPORATION	262.38
221908	8/2/04	132152	GOVCONNECTION INC	890.00
221909	8/2/04	043609	GP DIRECT	1,105.90
221910	8/2/04	044965	KATHERINE A GRAY	209.88
221911	8/2/04	099888	GRAYBAR ELECTRIC COMPANY INC	2,304.58
221912	8/2/04	099260	GREAT IDEAS FOR TEACHING INC	97.87
221913	8/2/04	045305	GUILFORD PUBLISHING, INC.	26.35
221915	8/2/04	133936	STEVEN HANKS	75.96
221918	8/2/04	133487	HARCOURT ASSESSMENT INC	663.10
221926	8/2/04	047855	HARCOURT INC	432,598.35
221928	8/2/04	056820	HARRY A KOCH COMPANY	15,629.59
221929	8/2/04	099396	HARRY K WONG PUBLICATIONS INC	2,900.90
221930	8/2/04	048515	HELGET SAFETY SUPPLY INC	2.50
221931	8/2/04	131713	DEBRA A HERICKS	194.40
221932	8/2/04	132423	HEWLETT PACKARD CO	33,344.00
221933	8/2/04	048710	HIGHSMITH COMPANY INC	1,126.32
221934	8/2/04	132499	HOLMES MURPHY & ASSOCIATES INC	5,750.00
221939	8/2/04	132592	WILLIAM SPRAGUE, JR.	9,460.90
221940	8/2/04	095520	LINDA D HORTON	92.72
221941	8/2/04	049650	HOUGHTON MIFFLIN COMPANY	312.11
221942	8/2/04	132531	TERRY P HOULTON	886.86
221944	8/2/04	101032	HUSKER MIDWEST PRINTING	2,482.19
221945	8/2/04	130283	KARA L HUTTON	146.00
221946	8/2/04	130141	IDM COMPUTER SOLUTIONS INC.	52.50
221947	8/2/04	F03022	IMAGINOVA CANADA LTD	439.90
221948	8/2/04	051740	INLAND TRUCK PARTS CO.	1,008.39
221949	8/2/04	051778	INSIGHT MEDIA INC	229.95
221950	8/2/04	102451	INTERNATIONAL BACCALAUREATE	776.00
221951	8/2/04	F03011	INTERNATIONAL BACCALAUREATE ORG.	74.98
221952	8/2/04	052150	INTERNATIONAL READING ASSOC	582.87

Millard Public Schools

Check Register for 8/2/04 - 8/2/04

Date: 7/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
221953	8/2/04	102958	INTERSTATE ALL BATTERY CENTER	73.73
221954	8/2/04	052370	INTERSTATE ELECTRIC SUPPLY CO	902.82
221955	8/2/04	109863	INTERSTATE INDUSTRIAL SERVICE	140.00
221956	8/2/04	100928	J.W. PEPPER & SON INC.	849.69
221957	8/2/04	054230	JANELLE PUBLICATIONS INC	154.00
221958	8/2/04	131367	AMANDA J JOHNSON	38.00
221959	8/2/04	054630	JOHNSTONE SUPPLY	99.61
221960	8/2/04	054710	JOSLYN ART MUSEUM	265.00
221961	8/2/04	132964	JULIANA GROUP INC	235.62
221964	8/2/04	106997	VICTORIA A KASPAR	114.00
221965	8/2/04	056276	KELVIN ELECTRONICS	176.98
221966	8/2/04	056279	KENDALL/HUNT PUBLICATIONS	328.55
221967	8/2/04	056724	KINKO'S	2,089.00
221968	8/2/04	084090	KIWANIS CLUB OF SOUTHWEST OMAHA	170.00
221970	8/2/04	133944	SUSAN R KLOPP	500.76
221972	8/2/04	106582	KOHL'S PHARMACY & HOMECARE INC	2,352.60
221973	8/2/04	132544	KOLPAK	61.31
221974	8/2/04	057683	JANET F KRUGER	6.73
221976	8/2/04	099217	LAKESHORE LEARNING MATERIALS	1,640.42
221979	8/2/04	132679	MATT LANGLEY	1,015.60
221980	8/2/04	058800	LANOHA NURSERIES, INC.	2,476.49
221981	8/2/04	058861	LARRY'S BOILER SERVICE, INC.	150.00
221982	8/2/04	102491	LARUE DISTRIBUTING INC	130.26
221984	8/2/04	130792	LEARNING RESOURCES	162.00
221986	8/2/04	133932	MICHELE L LEIBROCK	36.81
221987	8/2/04	059240	LENNOX INDUSTRIES INC	1,379.85
221988	8/2/04	106403	LESCO INC	922.65
221990	8/2/04	059470	LIEN TERMITE & PEST CONTROL INC	76.00
221991	8/2/04	099395	LINCOLN PUBLIC SCHOOLS	2,398.48
221992	8/2/04	131472	LINES OF COMMUNICATION	1,709.66
221993	8/2/04	059577	LINGUISYSTEMS, INC.	1,148.77
221994	8/2/04	059560	LINWELD INC	384.68

Millard Public Schools

Check Register for 8/2/04 - 8/2/04

Date: 7/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
221995	8/2/04	133758	KRAIG J LOFQUIST	20.43
221996	8/2/04	060023	NEBRASKA SPORTS INDUSTRIES INC.	138.00
221997	8/2/04	060111	LOVELESS MACHINE & GRINDING	28.00
221998	8/2/04	131397	LOWE'S HOME CENTERS INC	18.80
222000	8/2/04	060153	KEITH W LUTZ	70.00
222003	8/2/04	064184	MATERIALS COMPANY OF BOSTON LLC	4,909.15
222004	8/2/04	108052	MAX I WALKER	545.06
222005	8/2/04	100944	MCDONALD & ASSOCIATES INC	1,868.00
222008	8/2/04	063349	MCGRAW-HILL COMPANIES	18,563.70
222009	8/2/04	064260	MECHANICAL SALES INC.	437.95
222010	8/2/04	101274	MEDICAL TECHNOLOGIES INC	750.00
222011	8/2/04	064413	MENARDS INC	399.93
222012	8/2/04	132980	MENTAL FLOSS	43.94
222013	8/2/04	064600	METAL DOORS & HARDWARE COMPANY INC	9,146.00
222014	8/2/04	133403	AMERICAN NATIONAL BANK	2,700.18
222017	8/2/04	064800	METRO UTILITIES DISTRICT OF OMAHA	35,136.52
222018	8/2/04	102466	WYMAN L MARTINEK	22,319.00
222019	8/2/04	102870	MIDLAND COMPUTER INC	137,919.25
222020	8/2/04	648477	MIDLANDS MESSENGER SERVICE INC	165.00
222021	8/2/04	101068	MIDWEST BOX COMPANY	983.00
222022	8/2/04	064949	MIDWEST LABORATORIES INC.	360.00
222023	8/2/04	064950	MIDWEST METAL WORKS INC	525.17
222024	8/2/04	064952	MIDWEST MINOR MEDICAL, P.C.	390.00
222025	8/2/04	064980	MIDWEST SOUND & LIGHTING INC	999.98
222026	8/2/04	065233	MIDWEST TURF & IRRIGATION INC	713.20
222027	8/2/04	065300	MILLARD DRYWALL SERVICES, INC.	22.40
222028	8/2/04	065400	MILLARD LUMBER INC	282.99
222029	8/2/04	065350	MILLARD TRUE VALUE HARDWARE	301.99
222030	8/2/04	131328	MILLER ELECTRIC COMPANY	5,552.00
222031	8/2/04	103119	MILLIKEN PUBLISHING COMPANY	102.29
222032	8/2/04	100316	MINDWARE	635.57
222033	8/2/04	065891	MODERN METHODS INC	16,676.00

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222034	8/2/04	065950	MODERN SOUND PICTURES, INC.	300.00
222035	8/2/04	101727	MOLLY HAWKINS HOUSE	514.06
222036	8/2/04	101158	MONTESSORI N SUCH INC	3,680.56
222037	8/2/04	066078	MONTESSORI SERVICES	709.51
222039	8/2/04	133926	ELIZABETH M. MOSTEK	55.80
222040	8/2/04	133945	MOUNTAIN PLAINS RRC USU	593.73
222041	8/2/04	133712	MURPHY TRACTOR & EQUIPMENT CO	30.31
222044	8/2/04	066996	NAPA/GENUINE PARTS COMPANY	33.09
222045	8/2/04	067000	NASCO	2,331.50
222046	8/2/04	067253	NATIONAL ASSOC OF SECONDARY	139.08
222047	8/2/04	067801	NATIONAL MIDDLE SCHOOL ASSOC	73.00
222048	8/2/04	067996	JOHN C NOWELL	48.70
222049	8/2/04	130548	NCS PEARSON INC	300.00
222050	8/2/04	068334	NEBRASKA AIR FILTER INC	1,885.01
222051	8/2/04	068343	NEBRASKA ASSOC OF SCHOOL BOARDS	115.00
222052	8/2/04	068415	NEBRASKA COUNCIL OF SCHOOL	1,385.00
222053	8/2/04	068445	NEBRASKA FURNITURE MART INC	448.36
222054	8/2/04	107973	NEBRASKA PNEUMATICS INC	223.28
222055	8/2/04	131476	NEBRASKA TURF PRODUCTS	6,309.50
222056	8/2/04	068801	NEBRASKA WORKFORCE DEVELOPMENT	5,908.81
222057	8/2/04	133765	NETWORK NEEDS INC	560.00
222058	8/2/04	102830	NEW VISIONS	100.75
222059	8/2/04	109843	NEXTEL PARTNERS INC	886.06
222060	8/2/04	109843	NEXTEL PARTNERS INC	684.56
222061	8/2/04	109843	NEXTEL PARTNERS INC	663.42
222062	8/2/04	109843	NEXTEL PARTNERS INC	1,156.71
222063	8/2/04	069576	NIENHUIS MONTESSORI USA INC	7,294.47
222064	8/2/04	067013	NIMCO INC	249.31
222065	8/2/04	069689	NOGG CHEMICAL & PAPER	9,842.94
222066	8/2/04	100729	NSPRA	165.00
222067	8/2/04	133584	NORTHERN SPEECH SERVICES INC	163.80
222068	8/2/04	069945	NUTS & BOLTS INC	145.52

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222070	8/2/04	099235	NYSTROM	545.91
222071	8/2/04	107723	O'CONNOR COMPANY, INC.	136.27
222073	8/2/04	100013	OFFICE DEPOT BUS. SVCS. DIV.	6,328.34
222074	8/2/04	133933	OFFICENET	145.10
222075	8/2/04	070245	OHARCO DISTRIBUTORS	495.50
222076	8/2/04	070800	OMAHA PUBLIC POWER DISTRICT	1,380.00
222077	8/2/04	071024	OMAHA TRACTOR, INCORPORATED	285.99
222078	8/2/04	071040	OMAHA WINNELSON COMPANY	129.00
222079	8/2/04	071050	OMAHA WORLD HERALD CO	300.04
222080	8/2/04	101048	ORBECO ANALYTICAL SYSTEMS INC	161.91
222081	8/2/04	107193	OTIS ELEVATOR COMPANY	221.14
222082	8/2/04	071515	PAINTIN PLACE CERAMICS INC	28.05
222083	8/2/04	133169	NCH CORPORATION	279.38
222084	8/2/04	108098	ANGELO D PASSARELLI	160.20
222085	8/2/04	071760	PATTON EQUIPMENT COMPANY INC	2,518.73
222086	8/2/04	020175	PAUL H BROOKES PUBLISHING CO	281.23
222087	8/2/04	071891	PAYFLEX SYSTEMS USA, INC.	4,972.60
222088	8/2/04	071353	WARFIELD PCI LIMITED	59.90
222089	8/2/04	102699	PEARSON EDUCATION	93.05
222092	8/2/04	072120	PENTATHLON INSTITUTE	372.96
222093	8/2/04	072200	PERFECTION LEARNING CORP.	107.26
222094	8/2/04	133940	PERFORMANCE DOCUMENT SOLUTIONS	600.00
222095	8/2/04	072216	PERMA BOUND	497.25
222096	8/2/04	131302	LYNETTE A PERRY	178.52
222097	8/2/04	133901	PERSONALITY INSIGHTS INC.	1,898.46
222098	8/2/04	072760	PITSCO INC	185.00
222099	8/2/04	108071	PITTSBURGH PAINT-5508	284.22
222100	8/2/04	130332	SHARON L POISEL	135.54
222102	8/2/04	131835	PRAIRIE MECHANICAL CORP	1,894.50
222103	8/2/04	073231	PRECISION INDUSTRIES, INC.	793.75
222104	8/2/04	073385	RUTH A PRYOR	1,560.00
222105	8/2/04	132975	PRIORITY TRAINING & CONSULTING INC	775.00

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222106	8/2/04	073427	PRO-ED INC	661.05
222107	8/2/04	073495	PROFESSIONAL AUDIOLOGY AND	403.50
222108	8/2/04	073610	PROGRESS PUBLICATIONS	346.50
222109	8/2/04	073040	PSI GROUP-OMAHA	10,000.00
222111	8/2/04	133907	CHRISTINE INGRAM	115.64
222112	8/2/04	133921	QUALITY AUTO REPAIR & TOWING	75.00
222114	8/2/04	090673	QWEST	30,869.06
222115	8/2/04	090673	QWEST	44.19
222116	8/2/04	133917	RADIO ENGINEERING INDUSTRIES INC	13,567.90
222117	8/2/04	099219	RADIOSHACK CORPORATION	244.95
222119	8/2/04	078170	RAINBOW PRESS INC	299.00
222120	8/2/04	078420	RAWSON & SONS ROOFING, INC.	6,525.00
222121	8/2/04	100642	REALLY GOOD STUFF INC	162.69
222122	8/2/04	078670	REAMS SPRINKLER SUPPLY COMPANY INC	535.38
222123	8/2/04	078674	RECORDED BOOKS LLC	292.95
222124	8/2/04	132392	REFEREE ENTERPRISES INC	42.95
222125	8/2/04	078958	REMEDIA PUBLICATIONS	199.10
222126	8/2/04	078967	RENTAL CITY	131.08
222128	8/2/04	079106	PATRICIA W RHODES	307.24
222129	8/2/04	102186	COMMUNITY PRODUCTS LLC	105.00
222130	8/2/04	099555	RIVERSIDE PUBLISHING COMPANY	270.95
222133	8/2/04	131723	EDWARD V ROCKWELL	31.28
222136	8/2/04	079440	ROSENBAUM ELECTRIC INC	13,580.89
222137	8/2/04	084660	RS STOVER COMPANY	1,060.84
222138	8/2/04	041500	SAMUEL FRENCH INC	239.85
222139	8/2/04	081725	KIMBERLEY K SAUM-MILLS	128.72
222140	8/2/04	081800	SAX ARTS & CRAFTS INC	584.61
222142	8/2/04	081891	SCHMITT MUSIC CENTER	1,236.00
222143	8/2/04	132597	SCHOLASTIC BOOK FAIRS	87.95
222145	8/2/04	130526	SCHOOL MEDIA ASSOCIATES LLC	47.96
222146	8/2/04	082350	SCHOOL SPECIALTY INC	611.79
222147	8/2/04	099808	SCHOOLMASTERS	231.66

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222148	8/2/04	082395	CLAUDIA K SCHULTE	280.00
222149	8/2/04	082910	SECURITY EQUIPMENT INC	3,819.93
222150	8/2/04	082941	KELLY M SELTING	245.52
222153	8/2/04	130645	SHERWIN-WILLIAMS	7,940.92
222154	8/2/04	083188	SHIFFLER EQUIPMENT SALES, INC.	90.44
222157	8/2/04	083400	SIMPLEXGRINNELL	789.65
222158	8/2/04	083452	SIMPSON SUPPLY	418.80
222161	8/2/04	083744	SMITH KAPLAN ALLEN & REYNOLDS	36,052.67
222162	8/2/04	102264	SOFTWARE PLUS	3,376.87
222163	8/2/04	109793	LINCOLN OFFICE EQUIPMENT	54.00
222164	8/2/04	084056	SOPRIS WEST, INC.	65.95
222165	8/2/04	084081	SOUTH OMAHA TERMINAL WAREHOUSE CO	197.80
222167	8/2/04	133821	HOD GRAY	19.45
222168	8/2/04	084352	SPRAY EQUIPMENT & SERVICE	173.70
222169	8/2/04	109192	KIMBERLI R SQUIERS	11.07
222170	8/2/04	133948	JOHN M STANTON	41.00
222174	8/2/04	131099	STENHOUSE PUBLISHERS	62.52
222175	8/2/04	084550	STEPHENSON SCHOOL SUPPLY CO.	95.53
222178	8/2/04	084689	SULLIVAN SEWER SERVICE INC	387.50
222179	8/2/04	132400	SUN TURF INC	105.14
222180	8/2/04	084907	SUNDERLAND BROTHERS COMPANY	28.12
222181	8/2/04	084930	SUPER DUPER INC	364.25
222182	8/2/04	102869	SUPER SAVER #20	630.98
222183	8/2/04	084956	SUPERIOR SPA & POOL	20.97
222184	8/2/04	133927	ANGELA C SWANEY	97.92
222185	8/2/04	133300	JAMES E FRICK INC	605.49
222186	8/2/04	088654	TARGET	478.53
222187	8/2/04	088660	LINDA TAUSZ	34.44
222188	8/2/04	109041	AMERICAN EAGLE COMPANY INC	169.13
222190	8/2/04	132962	TEACHERS DISCOUNT	83.46
222191	8/2/04	088830	TED'S MOWER SALES & SERVICE INC	664.66
222194	8/2/04	089190	THINKING PUBLICATIONS	99.00

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222195	8/2/04	102713	THOMPSON PUBLISHING GROUP INC.	349.00
222196	8/2/04	051572	THOMSON LEARNING	101.98
222197	8/2/04	131446	TOSHIBA AMERICA INFO SYS INC	96.00
222198	8/2/04	089574	TOTAL MARKETING INC	70.00
222199	8/2/04	106364	TRANE COMPANY	7.24
222200	8/2/04	131701	TRANSACT COMMUNICATIONS, INC.	150.00
222201	8/2/04	106493	TRITZ PLUMBING, INC.	15,376.36
222203	8/2/04	107678	TTEMM, INC.	1,485.00
222204	8/2/04	090678	UNISOURCE	2,220.88
222205	8/2/04	090214	UNITED ELECTRIC SUPPLY CO INC	232.62
222206	8/2/04	109861	UNITED EQUIPMENT SERVICES CO INC	925.00
222207	8/2/04	090900	UNIVERSITY PUB, INC.	8,374.75
222208	8/2/04	106173	UTA HALEE GIRLS VILLAGE	3,902.04
222209	8/2/04	091040	VALENTINOS INC	168.17
222210	8/2/04	092323	VIRCO MANUFACTURING CORP	10,003.36
222211	8/2/04	133669	WALK EASY INC	102.95
222212	8/2/04	092834	WALKER TIRE INC	408.39
222213	8/2/04	093765	WATER ENGINEERING, INC.	1,850.00
222215	8/2/04	093976	WEEKLY READER CORPORATION	497.65
222216	8/2/04	093978	BECKY S WEGNER	137.50
222217	8/2/04	131998	RICHARD M WERKHEISER	919.64
222218	8/2/04	094174	WEST MUSIC COMPANY	122.35
222219	8/2/04	094350	WESTERN PSYCHOLOGICAL SERVICES	438.35
222220	8/2/04	105619	WESTERN TRAILER LEASING INC	200.00
222221	8/2/04	094245	WESTLAKE ACE HARDWARE INC	175.21
222223	8/2/04	133061	JACKIE L WHISENHUNT	1,190.52
222224	8/2/04	089577	WHITE CAP CONSTRUCTION SUPPLY	54.17
222225	8/2/04	094820	WHOLESALE HEATING & COOLING	30.84
222226	8/2/04	079693	WILLIAM H SADLIER INC	140.25
222227	8/2/04	102785	WILLIAM V MACGILL & CO	351.40
222228	8/2/04	132638	WINDSOR INDUSTRIES	569.70
222229	8/2/04	109073	CRAIG J WOLF	191.16

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222230	8/2/04	095349	WOODWIND & BRASSWIND OF SO BEND LLC	719.95
222231	8/2/04	044950	WW GRAINGER INC	1,015.24
222232	8/2/04	101370	XEROX CORPORATION (ORDERS)	147.00
222233	8/2/04	096200	YOUNG & WHITE	16,797.12
222234	8/2/04	101717	YOUTHLIGHT INC.	29.95
222235	8/2/04	099212	ZANER BLOSER INC	370.56
222236	8/2/04	101658	ZERO TO THREE NATIONAL CENTER	68.00
Total for GENERAL FUND				1,320,628.05
221750	8/2/04	132882	PPE INC	1,999.00
221753	8/2/04	133946	AKSARBEN ROOFING CO INC	73,407.60
221757	8/2/04	109079	ALLTEL CORPORATION	-596.65
221767	8/2/04	012989	APPLE COMPUTER, INC.	42,756.25
221771	8/2/04	108047	ARR-BOONE BROTHERS ROOFING	329,085.00
221787	8/2/04	130134	BEAVER EXCAVATION INC.	15,462.00
221792	8/2/04	133480	BERINGER CIACCIO DENNELL MABREY	21,257.91
221839	8/2/04	131506	CP RECOVERY	3,432.00
221878	8/2/04	131533	EHRHART GRIFFIN & ASSOCIATES	1,900.00
221890	8/2/04	038475	EXCEL ELECTRIC INC	855.00
221892	8/2/04	130632	FASTSIGNS	208.28
221903	8/2/04	042000	FUREY HEATING-AIR CONDITIONING INC	2,600.00
221932	8/2/04	132423	HEWLETT PACKARD CO	3,416.00
221977	8/2/04	058775	LAMP RYNEARSON ASSOCIATES INC.	878.08
221980	8/2/04	058800	LANOHA NURSERIES, INC.	1,000.00
221992	8/2/04	131472	LINES OF COMMUNICATION	2,594.95
222019	8/2/04	102870	MIDLAND COMPUTER INC	20,075.24
222030	8/2/04	131328	MILLER ELECTRIC COMPANY	2,300.00
222059	8/2/04	109843	NEXTEL PARTNERS INC	-355.40
222065	8/2/04	069689	NOGG CHEMICAL & PAPER	1,328.26
222076	8/2/04	070800	OMAHA PUBLIC POWER DISTRICT	1,200.00
222085	8/2/04	071760	PATTON EQUIPMENT COMPANY INC	2,216.03
222091	8/2/04	133150	PENSKE TRUCK LEASING	87.59
222101	8/2/04	073210	PRAIRIE CONSTRUCTION COMPANY	790.00

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222120	8/2/04	078420	RAWSON & SONS ROOFING, INC.	5,475.00
222131	8/2/04	133781	B & K MANAGEMENT INC	131,776.20
222136	8/2/04	079440	ROSENBAUM ELECTRIC INC	119.25
222152	8/2/04	083175	SHEPPARD'S BUSINESS INTERIORS	2,307.76
222166	8/2/04	130500	SPEC PRO	4,857.00
222192	8/2/04	132452	TERRACON INC	686.75
222193	8/2/04	108099	THIELE GEOTECH, INC.	253.50
222210	8/2/04	092323	VIRCO MANUFACTURING CORP	7,760.02
222231	8/2/04	044950	WW GRAINGER INC	508.38
Total for SPECIAL BUILDING				681,641.00
221741	8/2/04	010037	ABC SCHOOL SUPPLY COMPANY	11.56
221758	8/2/04	102541	GEORGE T BETTS	425.00
221761	8/2/04	012450	AMERICAN RED CROSS HEARTLAND	77.60
221767	8/2/04	012989	APPLE COMPUTER, INC.	749.00
221816	8/2/04	024652	CHILDCRAFT EDUCATION CORP	206.93
221819	8/2/04	131715	BONEY CORP	557.94
221836	8/2/04	103041	COPYCAT INC	900.00
221847	8/2/04	101026	D & H DISTRIBUTING	903.10
221854	8/2/04	133931	REBECCA L DEWISPELARE	484.07
221868	8/2/04	094249	DURHAM WESTERN HERITAGE MUSEUM	29.00
221874	8/2/04	037525	EDUCATIONAL SERVICE UNIT #3	63,865.96
221926	8/2/04	047855	HARCOURT INC	3,836.46
221927	8/2/04	133748	KATHLEEN A HARDENBERGH	114.56
221932	8/2/04	132423	HEWLETT PACKARD CO	13,464.00
221937	8/2/04	106801	CLARA G HOOVER	123.42
221938	8/2/04	131202	PAMELA S HOOVER	93.90
221942	8/2/04	132531	TERRY P HOULTON	103.00
221975	8/2/04	058755	LIDLAW TRANSIT INC	496.02
221976	8/2/04	099217	LAKESHORE LEARNING MATERIALS	1,812.63
221978	8/2/04	132339	VOLKER LANGEHEINE	137.95
221983	8/2/04	131892	LAURITZEN BOTANICAL GARDENS	549.00
221985	8/2/04	102106	LEARNING WELL INSTRUCTIONAL	806.29

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222002	8/2/04	132149	DAVID MARKSON	2,800.00
222008	8/2/04	063349	MCGRAW-HILL COMPANIES	190.64
222032	8/2/04	100316	MINDWARE	738.10
222043	8/2/04	099662	NAESP	34.45
222045	8/2/04	067000	NASCO	866.95
222073	8/2/04	100013	OFFICE DEPOT BUS. SVCS. DIV.	1,132.76
222127	8/2/04	100813	RESOURCES FOR READING	29.50
222144	8/2/04	082100	SCHOLASTIC INC	2,995.62
222160	8/2/04	133934	JUVENTINA C SLOTER	79.38
222162	8/2/04	102264	SOFTWARE PLUS	4,650.00
222175	8/2/04	084550	STEPHENSON SCHOOL SUPPLY CO.	602.28
222176	8/2/04	132416	BRENDA K STEWART	136.93
222177	8/2/04	132315	STRATEGIC AIR & SPACE MUSEUM	56.00
222186	8/2/04	088654	TARGET	539.97
222189	8/2/04	101393	TEACHER'S VIDEO COMPANY	55.94
222202	8/2/04	133693	TRUMAN STATE UNIVERSITY	621.00
222209	8/2/04	091040	VALENTINOS INC	112.72

Total for GRANT FUND				105,389.63
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221762	8/2/04	102430	AMI GROUP INC	800.00
221779	8/2/04	016295	BADGER BODY & TRUCK EQUIPMENT CO	1,327.00
221889	8/2/04	133602	EWALD, INCORPORATED	175,500.00
221890	8/2/04	038475	EXCEL ELECTRIC INC	856.88
221900	8/2/04	131555	FLOORS INC	3,683.00
221933	8/2/04	048710	HIGHSMITH COMPANY INC	304.81
222006	8/2/04	107470	MCGILL ASBESTOS ABATEMENT CO.	1,950.00
222120	8/2/04	078420	RAWSON & SONS ROOFING, INC.	390.00
222135	8/2/04	130807	RON OLSEN DODGE	22,786.00

Total for DEPRECIATION				207,597.69
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221865	8/2/04	130908	DOUGLAS COUNTY SCHOOL DIST.28-0001	209,998.51
222076	8/2/04	070800	OMAHA PUBLIC POWER DISTRICT	38,140.00

Total for INTERLOCAL FUND				248,138.51
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221747	8/2/04	133870	MOLLIE ADAM	72.00
221756	8/2/04	011051	ALL MAKES OFFICE EQUIPMENT	1,141.50
221757	8/2/04	109079	ALLTEL CORPORATION	12.63
221780	8/2/04	109852	BAER SUPPLY	350.70
221788	8/2/04	132123	AMANDA C BENAK	472.00
221805	8/2/04	132982	ANNA CAMPBELL	600.00
221808	8/2/04	108485	COLEEN CARNABY	1,000.00
221813	8/2/04	103073	CENTURION TECHNOLOGIES INC	49.98
221816	8/2/04	024652	CHILDCRAFT EDUCATION CORP	1,459.26
221826	8/2/04	133861	MORGAN NICOLE COFFEY	288.00
221827	8/2/04	133862	TYLER JAMES COFFEY	384.00
221828	8/2/04	132207	MARC COHEN	344.00
221845	8/2/04	130731	D & D COMMUNICATIONS	200.25
221853	8/2/04	132744	BREANNA DEGEORGE	32.00
221860	8/2/04	133939	RYAN ROBERT WILLIAM DINNING	304.00
221863	8/2/04	132997	SARAH DIXSON	224.00
221870	8/2/04	133937	HANNAH EBERT	208.00
221900	8/2/04	131555	FLOORS INC	23,283.00
221904	8/2/04	132981	ASHLEY GARYN	608.00
221905	8/2/04	132998	SARAH GIDLEY	284.00
221914	8/2/04	133627	MARK HAMILTON	130.00
221916	8/2/04	132999	ZACHARY HANLEY	616.00
221917	8/2/04	133866	KAYLEE HANSEN	248.00
221926	8/2/04	047855	HARCOURT INC	58.86
221935	8/2/04	133623	KELLY HOLMES	480.00
221936	8/2/04	133938	SARA E HOOK	384.00
221943	8/2/04	133194	ALICIA HOWARD	320.00
221962	8/2/04	131629	MAX KAETER	765.00
221963	8/2/04	132329	SOPHIE KAETER	608.00
221969	8/2/04	108472	KELLY KLAIBER	850.00
221971	8/2/04	131857	SUSAN KLUCK	1,120.00
221975	8/2/04	058755	LIDLAW TRANSIT INC	211.30

Millard Public Schools

Check Register for 8/2/04 - 8/2/04

Date: 7/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
221989	8/2/04	132746	COURTNEY LEZANIC	116.00
221999	8/2/04	107802	JOANNA LUEBBERT	470.00
222001	8/2/04	133630	SARAH MALESA	284.00
222008	8/2/04	063349	MCGRAW-HILL COMPANIES	71.06
222019	8/2/04	102870	MIDLAND COMPUTER INC	2,883.26
222038	8/2/04	133869	PAIGE MORRISON	284.00
222042	8/2/04	130934	MEGHAN A. MURPHY	1,010.00
222045	8/2/04	067000	NASCO	228.10
222069	8/2/04	130935	ERICA NUZZOLILLO	1,066.00
222075	8/2/04	070245	OHARCO DISTRIBUTORS	64.00
222082	8/2/04	071515	PAINTIN PLACE CERAMICS INC	80.78
222090	8/2/04	133625	TERESA PENGILLY	292.00
222110	8/2/04	108000	EMILY PUFALL	480.00
222113	8/2/04	132122	TARA QUANDT	560.00
222114	8/2/04	090673	QWEST	150.00
222118	8/2/04	133878	NATE RAFFETY	144.00
222132	8/2/04	079310	ROCKBROOK CAMERA CENTER	359.95
222134	8/2/04	108003	WHITNEY ROGERS	1,166.00
222136	8/2/04	079440	ROSENBAUM ELECTRIC INC	9,776.04
222146	8/2/04	082350	SCHOOL SPECIALTY INC	80.02
222151	8/2/04	133884	MIRANDA F SHALD	210.00
222153	8/2/04	130645	SHERWIN-WILLIAMS	27.82
222155	8/2/04	133863	BREANNA SHUPE	160.00
222156	8/2/04	131940	DANIELLE SHUPE	320.00
222159	8/2/04	132108	SKATELAND	252.82
222171	8/2/04	132328	KAYLA STAUFFER	640.00
222172	8/2/04	132984	MARIAH STAUFFER	1,080.00
222173	8/2/04	109821	SETH STAUFFER	680.00
222214	8/2/04	132747	ALLISON WAY	32.00
222222	8/2/04	133865	JOSH WHALE	416.00

Total for ACTIVITY FUND**60,492.33**

Millard Public Schools

Check Register for 8/2/04 - 8/2/04

Date: 7/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
Report Total				2,623,887.21

Millard Public Schools

Check Register for 7/22/04 - 7/22/04

Date: 7/22/04

Check Number	Date	Vendor No	Vendor Name	Amount
221735	7/22/04	010888	ALBERTSONS 2201	147.01
221736	7/22/04	107963	HARTFORD	1,573.00
221737	7/22/04	106917	US POSTAL SERVICE (BOYSTOWN)	80.34
221738	7/22/04	095674	XEROX CORPORATION (LEASES)	184,281.80
Total for GENERAL FUND				186,082.15
Report Total				186,082.15

Millard Public Schools

Check Register for 7/15/04 - 7/15/04

Date: 7/15/04

Check Number	Date	Vendor No	Vendor Name	Amount
221614	7/15/04	133930	ABLER TRANSFER INC	2,657.78
221615	7/15/04	056905	DEBORAH S KOLC	100.80
221616	7/15/04	133929	DONALD W MOTT PA	1,500.00
221617	7/15/04	109793	LINCOLN OFFICE EQUIPMENT	336.00
221618	7/15/04	132785	JAIME SUAREZ-DELGADO	63.60
221619	7/15/04	108167	US CITIZEN & IMMIGRATION SERVICES	185.00
221620	7/15/04	090630	US POSTMASTER	10,000.00
Total for GENERAL FUND				14,843.18
221616	7/15/04	133929	DONALD W MOTT PA	351.92
Total for GRANT FUND				351.92
Report Total				15,195.10

Millard Public Schools

Check Register for 7/19/04 - 7/19/04

Date: 7/12/04

Check Number	Date	Vendor No	Vendor Name	Amount
221596	7/19/04	132533	RACHEL & ASSOCIATES	339.45
Total for GENERAL FUND				339.45
Report Total				339.45

Millard Public Schools

Check Register for 7/19/04 - 7/19/04

Date: 7/12/04

Check Number	Date	Vendor No	Vendor Name	Amount
221595	7/19/04	101476	SODEXHO MARRIOTT INC	83,908.92
Total for GENERAL FUND				83,908.92
Report Total				83,908.92

Millard Public Schools

Check Register for 7/19/04 - 7/19/04

Date: 7/12/04

Check Number	Date	Vendor No	Vendor Name	Amount
221444	7/19/04	010298	ACCU CUT SYSTEMS	35.00
221445	7/19/04	132917	AHA PROCESS INC	613.50
221446	7/19/04	133620	AKSARBEN PIPE & SEWER CLEANING LLC	603.25
221447	7/19/04	010884	FRANCE ALBANESI	1,034.25
221448	7/19/04	133909	SARAH ALFIERI	64.00
221450	7/19/04	109079	ALLTEL CORPORATION	128.68
221452	7/19/04	012876	CURTIS A ANDERSON	1,020.15
221453	7/19/04	132792	KEITH PICKETT	28.00
221455	7/19/04	013496	ASCD	639.60
221456	7/19/04	012507	AT&T	1,172.69
221458	7/19/04	016302	BADGE-A-MINIT LTD	53.95
221460	7/19/04	107808	ROBERT E BARR II	145.03
221466	7/19/04	020560	BUREAU FOR AT-RISK YOUTH	156.59
221468	7/19/04	099431	BUSINESS MEDIA INC	65,066.00
221470	7/19/04	023831	CALLOWAY HOUSE INC	1,164.54
221471	7/19/04	023842	FILMS FOR THE HUMANITIES & SCIENCES	788.08
221473	7/19/04	103073	CENTURION TECHNOLOGIES INC	364.43
221475	7/19/04	024652	CHILDCRAFT EDUCATION CORP	137.95
221479	7/19/04	026660	WILLIAM J CRAWFORD	32.15
221480	7/19/04	099957	CRYSTAL SPRINGS BOOKS	107.25
221481	7/19/04	027345	CURRICULUM ASSOCIATES, INC.	242.00
221482	7/19/04	133914	DR J BEVERAGE SERVICES INC	112.00
221483	7/19/04	032180	DANDY LION PUBLICATIONS	11.95
221484	7/19/04	133332	DAYSRING PRINTING	339.45
221485	7/19/04	032872	DENNIS SUPPLY COMPANY	29.16
221486	7/19/04	099220	DICK BLICK	143.80
221487	7/19/04	106194	DISCIPLINE WITH PURPOSE INC	1,305.00
221488	7/19/04	054609	DON JOHNSTON INC	3,048.46
221489	7/19/04	084625	DOUGLAS STEWART COMPANY	487.35
221491	7/19/04	036945	EDUCATIONAL DESIGN/TRIUMPH LEARNING	656.70
221493	7/19/04	131007	ELMAN & CO INC	1,033.95
221494	7/19/04	132066	ENGINEERED CONTROLS INC.	454.75

Millard Public Schools

Check Register for 7/19/04 - 7/19/04

Date: 7/12/04

Check Number	Date	Vendor No	Vendor Name	Amount
221496	7/19/04	040919	FISHER SCIENTIFIC	202.37
221497	7/19/04	101075	FITNESS FINDERS INC	376.30
221498	7/19/04	041100	FOLLETT LIBRARY RESOURCES	142.75
221499	7/19/04	107025	GALAXY CABLE INC	2,029.93
221500	7/19/04	106894	TAMMY GEBHART	23.30
221503	7/19/04	047855	HARCOURT INC	15,384.20
221504	7/19/04	102784	HATCH	279.90
221505	7/19/04	100782	HEARTLAND SCENIC STUDIO INC	2,872.00
221506	7/19/04	048517	GREENWOOD PUBLISHING GROUP INC	651.26
221508	7/19/04	133186	JENNIFER HERZOG	60.00
221510	7/19/04	048940	HOB-LOB LIMITED PARTNERSHIP	100.27
221511	7/19/04	095520	LINDA D HORTON	280.56
221513	7/19/04	049723	HUMAN RELATIONS MEDIA	315.94
221514	7/19/04	101032	HUSKER MIDWEST PRINTING	1,547.78
221515	7/19/04	049850	HY-VEE FOOD STORE (OAKVIEW DR)	1,447.62
221516	7/19/04	133918	IANCICI	75.00
221517	7/19/04	051616	CAROLYN JONES-SPEARMAN	291.90
221519	7/19/04	054230	JANELLE PUBLICATIONS INC	429.00
221520	7/19/04	056215	KAPLAN EARLY LEARNING CO	164.75
221521	7/19/04	099217	LAKESHORE LEARNING MATERIALS	561.79
221522	7/19/04	059577	LINGUISYSTEMS, INC.	212.85
221523	7/19/04	131397	LOWE'S HOME CENTERS INC	84.13
221524	7/19/04	060153	KEITH W LUTZ	46.11
221525	7/19/04	131586	LYMM CONSTRUCTION CO.	2,239.00
221526	7/19/04	102274	MATH TEACHERS PRESS INC	2,343.00
221527	7/19/04	099279	MCDONALD PUBLISHING	36.57
221528	7/19/04	102870	MIDLAND COMPUTER INC	1,215.14
221529	7/19/04	066075	MONTESSORI RESEARCH AND	193.60
221531	7/19/04	066185	MOSS ENTERPRISES INC	210,700.72
221533	7/19/04	067000	NASCO	861.95
221534	7/19/04	130548	NCS PEARSON INC	336.00
221535	7/19/04	099775	NJL ASSOCIATES INC	829.50

Millard Public Schools

Check Register for 7/19/04 - 7/19/04

Date: 7/12/04

Check Number	Date	Vendor No	Vendor Name	Amount
221536	7/19/04	069675	NOBBIES INC	63.20
221537	7/19/04	133922	MICHAEL J NUSCHY	253.00
221540	7/19/04	101147	OFFICE MAX #521	205.80
221543	7/19/04	071050	OMAHA WORLD HERALD CO	104.00
221544	7/19/04	071138	ORIENTAL TRADING COMPANY	360.91
221546	7/19/04	109027	PEARSON EDUCATION	3,066.54
221547	7/19/04	072200	PERFECTION LEARNING CORP.	169.90
221548	7/19/04	072760	PITSCO INC	185.00
221549	7/19/04	132337	PRE-OWNED ELECTRONICS, INC.	244.12
221550	7/19/04	133741	PREMIERE SPEAKERS BUREAU	3,750.00
221551	7/19/04	102423	PRIMARY CONCEPTS	120.26
221556	7/19/04	106725	RD FITNESS SERVICE	850.00
221559	7/19/04	081491	SAGE PUBLICATIONS, INC.	60.47
221560	7/19/04	103055	SALTILLO CORPORATION	31.50
221562	7/19/04	081891	SCHMITT MUSIC CENTER	5,554.00
221564	7/19/04	131078	SHAR PRODUCTS COMPANY	208.40
221566	7/19/04	109793	LINCOLN OFFICE EQUIPMENT	93.00
221567	7/19/04	130722	LYON FINANCIAL SERVICES	329.00
221569	7/19/04	084238	SPECTRUM INDUSTRIES INC	7,620.36
221573	7/19/04	107258	SUE A. KRATOCHVIL	164.50
221574	7/19/04	084781	SUMMIT LEARNING	34.00
221575	7/19/04	103025	SVE & CHURCHILL MEDIA	96.25
221576	7/19/04	130127	TASA	163.08
221577	7/19/04	109041	AMERICAN EAGLE COMPANY INC	357.73
221578	7/19/04	101257	TEACHERS' CURRICULUM INSTITUTE	437.63
221580	7/19/04	051572	THOMSON LEARNING	516.10
221581	7/19/04	132138	TOYOTA FINANCIAL SERVICES	464.57
221582	7/19/04	089760	TRIARCO ARTS & CRAFTS LLC	51.89
221583	7/19/04	102846	ULTIMATE OFFICE INC	537.99
221584	7/19/04	099268	UNITED ART AND EDUCATION	41.89
221585	7/19/04	090242	UNITED PARCEL SERVICE	424.63
221586	7/19/04	103095	USI INC.	104.07

Millard Public Schools

Check Register for 7/19/04 - 7/19/04

Date: 7/12/04

Check Number	Date	Vendor No	Vendor Name	Amount
221588	7/19/04	093978	BECKY S WEGNER	19.18
Total for GENERAL FUND				354,237.82
221472	7/19/04	132320	CENTENNIAL PAINTING SERVICES	10,326.00
221477	7/19/04	106902	COMMUNICATION SERVICES INC.	1,816.00
221478	7/19/04	133818	CONNECTIVITY SOLUTIONS	12,833.00
221490	7/19/04	133806	E & A CONSULTING GROUP INC	2,463.00
221492	7/19/04	131533	EHRHART GRIFFIN & ASSOCIATES	1,330.00
Total for SPECIAL BUILDING				28,768.00
221451	7/19/04	099597	AMERICAN GUIDANCE SERVICE INC	720.13
221454	7/19/04	132214	ARTS FOR ALL	1,208.35
221462	7/19/04	133910	ROSE M BERNSTEIN	31.94
221463	7/19/04	102783	BRIGHT APPLE	279.98
221464	7/19/04	020270	NANCY J BRUGGER	270.00
221468	7/19/04	099431	BUSINESS MEDIA INC	1,416.00
221469	7/19/04	131983	DIANA M BUTLER	38.90
221473	7/19/04	103073	CENTURION TECHNOLOGIES INC	619.65
221474	7/19/04	018865	CHANNING BETE COMPANY INC	298.53
221475	7/19/04	024652	CHILDCRAFT EDUCATION CORP	5,933.51
221495	7/19/04	133911	LORI EYTH	20.00
221502	7/19/04	133912	HOWARD HAMILTON	200.00
221509	7/19/04	132423	HEWLETT PACKARD CO	1,199.00
221512	7/19/04	132531	TERRY P HOULTON	175.97
221518	7/19/04	133835	INSTRUCTIONAL OBJECTIVES EXCHANGE	172.00
221521	7/19/04	099217	LAKESHORE LEARNING MATERIALS	1,905.15
221545	7/19/04	071353	WARFIELD PCI LIMITED	76.25
221552	7/19/04	073427	PRO-ED INC	114.40
221553	7/19/04	133913	PROSPECT HILL CEMETERY HISTORICAL	200.00
221572	7/19/04	131099	STENHOUSE PUBLISHERS	419.02
221579	7/19/04	089190	THINKING PUBLICATIONS	50.00
221591	7/19/04	131955	WILLIAM G WITTE	456.92
Total for GRANT FUND				15,805.70

Millard Public Schools

Check Register for 7/19/04 - 7/19/04

Date: 7/12/04

Check Number	Date	Vendor No	Vendor Name	Amount
221593	7/19/04	133664	WOODHOUSE FORD INC.	42,794.00
Total for DEPRECIATION				42,794.00
221542	7/19/04	070800	OMAHA PUBLIC POWER DISTRICT	22,166.00
Total for INTERLOCAL FUND				22,166.00
221449	7/19/04	133905	KELSEY ALLEN	144.00
221457	7/19/04	100014	ATLAS PEN & PENCIL CORPORATION	87.35
221459	7/19/04	132765	KYLE BAINBRIDGE	200.00
221461	7/19/04	133856	ELISE BENNETT	160.00
221465	7/19/04	133851	MACKENZIE BUELL	84.00
221467	7/19/04	107566	JESSICA BURKET	160.00
221470	7/19/04	023831	CALLOWAY HOUSE INC	97.65
221476	7/19/04	132759	JUSTIN CLARK	160.00
221501	7/19/04	130666	BERIT HALLBERG	105.00
221507	7/19/04	133860	HALEY HEROLD	156.00
221509	7/19/04	132423	HEWLETT PACKARD CO	792.00
221515	7/19/04	049850	HY-VEE FOOD STORE (OAKVIEW DR)	168.40
221521	7/19/04	099217	LAKESHORE LEARNING MATERIALS	33.76
221528	7/19/04	102870	MIDLAND COMPUTER INC	1,477.00
221530	7/19/04	133858	TESSA MORFORD	160.00
221532	7/19/04	133039	ELIZABETH MYTTY	92.00
221533	7/19/04	067000	NASCO	218.45
221538	7/19/04	130935	ERICA NUZZOLILLO	192.00
221539	7/19/04	133855	ANTONIA L OESTMENN	140.00
221540	7/19/04	101147	OFFICE MAX #521	279.30
221541	7/19/04	133857	ELIZABETH KALEN OHRT	160.00
221554	7/19/04	108000	EMILY PUFALL	48.00
221555	7/19/04	133878	NATE RAFFETY	240.00
221557	7/19/04	133040	WALTER REED	160.00
221558	7/19/04	108003	WHITNEY ROGERS	192.00
221561	7/19/04	131871	LARA ANN SCHLENKER	160.00
221563	7/19/04	133884	MIRANDA F SHALD	300.00

Millard Public Schools

Check Register for 7/19/04 - 7/19/04

Date: 7/12/04

Check Number	Date	Vendor No	Vendor Name	Amount
221565	7/19/04	132994	BRITTANY ANNE SLINGWINE	160.00
221568	7/19/04	133852	RACHEL SORENSEN	128.00
221570	7/19/04	132328	KAYLA STAUFFER	48.00
221571	7/19/04	109821	SETH STAUFFER	192.00
221587	7/19/04	133705	NATALIE VANDERVEEN	160.00
221589	7/19/04	133264	BRIAN WELCH	96.00
221590	7/19/04	133330	LORIN WELCH	96.00
221592	7/19/04	133859	ALLISON WOOD	140.00
Total for ACTIVITY FUND				7,186.91
Report Total				470,958.43

Hot Lunch Fund Millard Public Schools

Check Register for 8/2/04 - 8/2/04

Date: 7/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
18454	8/2/04	109079	ALLTEL CORPORATION	73.88
18455	8/2/04	106893	CULLIGAN WATER CONDITIONING	14.50
18456	8/2/04	132423	HEWLETT PACKARD CO	11,034.00
18457	8/2/04	065350	MILLARD TRUE VALUE HARDWARE	3.59
18458	8/2/04	130332	SHARON L POISEL	135.54
Total for FOOD SERVICE				11,261.51
Report Total				11,261.51

Check Number	Date	Vendor No	Vendor Name	Amount
18446	7/19/04	036654	ECOLAB INC	79.96
18447	7/19/04	010670	GOODWIN TUCKER GROUP	410.74
18448	7/19/04	010250	GREATER OMAHA REFRIGERATION	60.13
18449	7/19/04	049440	HOSIER REFRIGERATION SUPPLY INC	102.90
18450	7/19/04	102229	ROWAN W LANG	290.42
18451	7/19/04	099444	NEBRASKA SCHOOL FOOD SERVICE	535.00
18452	7/19/04	044950	WW GRAINGER INC	55.36
18453	7/19/04	032872	DENNIS SUPPLY COMPANY	45.43
Total for FOOD SERVICE				1,579.94
Report Total				1,579.94



BOARD OF EDUCATION
MEETING



AUGUST 2, 2004

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

BUSINESS MEETING
7:00 P.M.

DON STROH ADMINISTRATION CENTER
5606 SOUTH 147th STREET
AUGUST 2, 2004

AGENDA

6:30 p.m. Public Hearing on Land Acquisition

- 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 – July 12, 2004
 - *2. Approval of Bills
 - *3. Receive the Treasurer’s Report and Plan on File
- F. Information Items
 - 1. Superintendent’s Report
 - 2. Board Comments/Announcement
- G. Unfinished Business
 - 1. Approval of Policy 6001 – Curriculum, Instruction, and Assessment – Millard Education Program (MEP)
 - 2. Approval of Policy 6120 – Curriculum, Instruction, and Assessment – Written Curriculum – MEP Curriculum Planning
- H. New Business
 - 1. Approval of Rule 6001.1 – Curriculum, Instruction, and Assessment – Millard Education Program (MEP)
 - 2. Approval of Rule 6120.1 – Curriculum, Instruction, and Assessment – Written Curriculum – MEP Curriculum Planning
 - 3. Approval to Proceed with Condemnation for Land Acquisition
 - 4. Approval of Food Service Website Development Contract
 - 5. Approval of Food Service – NDE/USDA Agreement
 - 6. Approval of Food Service – Adult Lunch Prices
 - 7. Approval of Reading Recovery Inter-Local Agreement with Lincoln Public Schools
 - 8. Approval of School Resource Officers Contract
 - 9. Approval of Board and Committee Meeting Schedule
 - 10. Approval of Personnel Action(s): Resignation(s), Contract Amendments, and New Hire(s).
- I. Reports
 - 1. Construction Update

2. Food Service – Year End Report
3. NASB Legislative Resolutions
4. New Frontier Evaluation

J. Future Agenda Items/Board Calendar.

1. New Staff Breakfast on Monday, August 9, 2004 at 8:00 a.m. at Millard South High School Cafeteria
2. Committee of the Whole Meeting on Monday, August 9, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
3. Welcome Back Celebration – Teacher Fall Workshop on Thursday, August 12, 2004 at 8 a.m. at the Holiday Inn Central
4. Board of Education Meeting on Monday, August 16, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
5. Board of Education Meeting on Tuesday, September 7 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
6. Committee of the Whole Meeting on Monday, September 13, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
7. Board of Education Meeting on Monday, September 20, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
8. Board of Education Meeting on Monday, October 4, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
9. NASB Area Membership Meeting on Wednesday, October 6, 2004 at 5:30 p.m. at Offutt Air Force Base
10. Board of Education Meeting on Monday, October 18, 2004 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
6:30 P.M.

STROH ADMINISTRATION CENTER
5606 SOUTH 147TH STREET
AUGUST 2, 2004

ADMINISTRATIVE MEMORANDUM

6:30 p.m. – Public Hearing on Land Acquisition

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 – July 12, 2004. (See enclosure.)

*E.2. Motion by, _____, seconded by, _____, to approve the bills. (See Enclosures.)

*E.3. Motion by, _____, seconded by, _____, to receive the Treasurer's Report and place on File. (See enclosure.)

F.1. Superintendent's Report

F.2. Board Comments/Announcements

G.1. Motion by, _____, seconded by, _____, to approve Policy 6001 – Curriculum, Instruction, and Assessment – Millard Education Program (MEP). (See enclosure.)

G.2. Motion by, _____, seconded by, _____, to approve Policy 6120 – Curriculum, Instruction, and Assessment – Written Curriculum – MEP Curriculum Planning. (See enclosure.)

H.1. Motion by, _____, seconded by, _____, to approve Rule 6001.1 – Curriculum, Instruction, and Assessment – Millard Education Program (MEP). (See enclosure.)

H.2. Motion by, _____, seconded by, _____, to approve Rule 6120.1 – Curriculum, Instruction, and Assessment – Written Curriculum – MEP Curriculum Planning. (See enclosure.)

H.3. Motion by, _____, seconded by, _____, that the District proceed with all steps necessary to acquire approximately 9.75 acres of real property in

Administrative Memorandum

August 2, 2004

Page 2

the NW 1/4 of Section 22, Township 14 North, Range 11 East of the 6th P.M. for the construction of an elementary school and to publish all notices for acquiring such property through eminent domain as provided by law. (See enclosure.)

- H.4. Motion by, _____, seconded by, _____, that approval be given to the Website Development and Service Agreement as submitted and that the Associate Superintendent for General Administration be authorized and directed to execute any all documents related to such agreement. (See enclosure.)
- H.5. Motion by, _____, seconded by, _____, that approval be given to the Permanent Agreement and Free/Reduced Price Policy Statement as submitted. (See enclosure.)
- H.6. Motion by, _____, seconded by, _____, that the minimum adult lunch prices for 2004-2005 be \$2.40 notwithstanding the previous action taken by the board regarding such prices. (See enclosure.)
- H.7. Motion by, _____, seconded by, _____, to enter into an inter-local agreement with Lincoln Public Schools for Continuing Contract of Reading Recovery Training in the amount of \$764.34. (See enclosure.)
- H.8. Motion by, _____, seconded by, _____, to approve the contract with the City of Omaha for School Resource Officers at Millard North and Millard South High Schools. (See enclosure.)
- H.9. Motion by, _____, seconded by, _____, to approve the Board and Committee Meeting Schedule for 2004-2005 as submitted, and at the Board's discretion can change meetings when necessary. (See enclosure.)
- H.10. Motion by, _____, seconded by, _____, to approve Personnel Actions: Resignations, Contract Amendments, and New Hires. (See enclosure.)

I. Reports

1. Construction Update
2. Food Service – Year End Report
3. NASB Legislative Resolutions
4. New Frontier Evaluation

J. Future Agenda Items/Board Calendar

1. New Staff Breakfast on Monday, August 9, 2004 at 8:00 a.m. at Millard South High School Cafeteria
2. Committee of the Whole Meeting on Monday, August 9, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
3. Welcome Back Celebration – Teacher Fall Workshop on Thursday, August 12, 2004 at 8 a.m. at the Holiday Inn Central
4. Board of Education Meeting on Monday, August 16, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street

Administrative Memorandum

August 2, 2004

Page 3

5. Board of Education Meeting on Tuesday, September 7 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
6. Committee of the Whole Meeting on Monday, September 13, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
7. Board of Education Meeting on Monday, September 20, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
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9. NASB Area Membership Meeting on Wednesday, October 6, 2004 at 5:30 p.m. at Offutt Air Force Base
10. Board of Education Meeting on Monday, October 18, 2004 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.

MILLARD PUBLIC SCHOOLS
SCHOOL DISTRICT NO 17

Enclosure E.1.
August 2, 2004

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 6:30 p.m., Monday, July 21, 2004, at the Don Stroh Administration Center, 5606 South 147th Street.

PRESENT: Jean Stothert, Mike Pate, Julie Johnson, and Mike Kennedy

ABSENT: Brad Burwell and Linda Poole.

Notice of this meeting was given in advance thereof by publication in the Daily Record on July 9, 2004; 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 6:30 p.m. Jean Stothert opened the meeting. Roll call was taken and present were: Jean Stothert, Mike Pate, Julie Johnson, and Mike Kennedy. Absent were: Linda Poole and Brad Burwell.

Motion by Julie Johnson, seconded by Mike Pate, to excuse Linda Poole and Brad Burwell from the meeting. Upon roll call vote all members voted aye. Motion carried.

At 6:33 p.m. a motion by Julie Johnson, seconded by Mike Pate, to go into Executive Session for the purpose of land acquisition. Upon roll call vote, all members voted aye. Motion carried.

At 6:49 p.m. a motion by Mike Kennedy, seconded by Mike Pate to come out of Executive Session. Upon roll call vote, all members voted aye. Motion carried.

Mrs. Stothert asked everyone to say the Pledge of Allegiance.

Motion by Mike Kennedy, seconded by Julie Johnson, to approve the Board of Education Minutes for June 21, 2004, to approve the bills, and receive the treasurer's report and place on file. Upon roll call vote, all members voted aye. Motion carried.

Superintendent's Highlights:

1. The next Board of Education meeting will be on Monday, August 2, 2004. The boardroom is scheduled to be renovated and re-carpeted between tomorrow and August 2. After the completion of the renovations, each board member will have computer at their desk.
2. A reminder to the Board to start thinking about a time when the Board and the Superintendent can get together for a goal setting session. Preferably this should happen in the next 30 days.

Board of Education Minutes
 July 12, 2004
 Page 2

3. The first day of school is coming quickly. Tomorrow, Tuesday, July 13, 2004, the administrators who are on a 228-day contract will be their last day. On Monday, August 2, 2004, all administrators will return to work. School begins on August 16, 2004.
4. Kraig Lofquist, Director of Pupil Services, was introduced and welcomed to the Millard Public Schools.

Comments from the Board:

Julie Johnson said she was going to attend the Nebraska Association of School Board legislative meeting. She asked board members to let her know of anything they want her to forward on to the committee.

Mike Kennedy was concerned that real estate agents may be giving out the wrong information to perspective homebuyers as to which school their children would be attending.

Jean Stothert reported that she attended the summer graduation ceremony on Friday, July 9, 2004 at Millard North High School. She also said that the Metropolitan Area Boards of Education meeting was canceled for this month. She will report back after the meeting in August.

Julie Johnson provided the first reading of Policy 6001 – Curriculum, Instruction, and Assessment – Millard Education Program (MEP). This policy will be on the next board agenda on August 2, 2004, for approval.

Mike Pate provided the first reading of Policy 6120 – Curriculum, Instruction, and Assessment – Written Curriculum – MEP Curriculum Planning. This policy will be on the next board agenda on August 2, 2004, for approval.

Motion by Mike Kennedy, seconded by Mike Pate, that approval be given to the Interlocal Agreement between the City of Omaha and the District for repairs, renovations, and improvements located on Lots 345 and 346 of Millard Highlands Park Addition to the City of Omaha at the site of Rockwell Elementary School. Upon roll call vote, all members voted aye. Motion carried.

Motion by Julie Johnson, seconded by Mike Pate, that meal prices in the District's food service program be established as follows: Student Breakfasts at \$1.00 (Elem), \$1.25 (MS), and \$1.50 (HS); Student Lunches at \$1.60 (Elem), \$1.70 (MS), and \$1.80/\$2.45/\$2.80 (HS); Adult Breakfast at \$1.25 (Elem), \$1.50 (MS), and \$1.75 (HS); and Adult Lunches at \$2.20 (Elem, MS, & HS). Upon roll call vote, all members voted aye. Motion carried.

There was a motion made by Mike Kennedy to amend the motion to increase the lunches by only five cents, but it died due to the lack of a second.

Motion by Julie Johnson, seconded by Mike Pate, that the contract for the MNHS HVAC project be awarded to Grunwald Mechanical in the amount of \$397,775 and that the associate superintendent for general administration be authorized and directed to execute documents

Board of Education Minutes
 July 12, 2004
 Page 3

necessary or desirable for the completion of such project. Upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Pate, seconded by Julie Johnson, that approval be given to the MOEC Interlocal Cooperative Agreement for Natural Gas and Water Services as submitted and that the Associate Superintendent for General Administration be authorized and directed to execute any and all documents necessary or desirable to effectuate such agreement. Upon roll call vote, all member voted aye. Motion carried.

Motion by Mike Pate, seconded by Julie Johnson, to hereby authorize the District to commence procedures for the acquisition of real estate from Duane Dowd and others in the vicinity of 168th and Giles Road, Sarpy County, Nebraska to provide lands for the construction of a new elementary school. Upon roll call vote, all members voted aye. Motion carried.

Motion by Julie Johnson, seconded by Mike Pate, to approve Personnel Actions: Resignations: Jeri Manthei, Dorothy Jacobi, and Katie Custer; Amendment to Continuing Contracts: Laurie Brodeur, Debra Oglesby, Jennifer Hopkins-Griffin, Michelle Blasey, Amy Kaup, Julie Chaloupka, Kimberly Kidder, and Elizabeth Andreason; and New Hires: Susan Javon, Carrie Broomfield, Kristine Edmunds, Ronald Skwarek, Marion Schinzel, Eric Fuller, Kathleen Burket, Karisa Rieselmann, Jericia French, Jody Sempek, Kristi Alexander, Robert Hanson, Lauren Kotulak, Marianne McCandless, Lurene Bessembinders, and Mark Sukraw. Upon roll call vote, all members voted aye. Motion carried.

Reports given included: A Quarterly Investment Report, a Maintenance and Operation Report, a Middle Level Position Paper, the Better and Better for 2004, and the Fall Workshop Schedule

Future Agenda Items/Board Calendar: A Board of Education Meeting will be held on Monday, August 2, 2004 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, August 9, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting will be held on Monday, August 16, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting will be held on Tuesday, September 7 2004 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, September 13, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting will be held on Monday, September 20, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street.

Motion by Mike Kennedy, seconded by Mike Pate to adjourn. Upon roll call vote, all members voted aye. Motion carried.

Jean Stothert adjourned the meeting.

SECRETARY

Enclosure G.1.
August 2, 2004

AGENDA SUMMARY SHEET

AGENDA ITEM: Second Reading and Approval of Policy 6001: Curriculum, Instruction, and Assessment – Millard Education Program (MEP)

MEETING DATE: August 2, 2004

DEPARTMENT: Educational Services

TITLE AND BRIEF DESCRIPTION: Curriculum, Instruction, and Assessment – Millard Education Program (MEP). Rule 6001.1 is included for information purposes.

ACTION DESIRED: Second Reading and Approval of Policy

BACKGROUND: This policy provides a description of the philosophy and operationalization of the Millard Education Program.

OPTIONS AND ALTERNATIVES CONSIDERED: Make suggestions for revisions.

RECOMMENDATIONS: Approve the Policy.

STRATEGIC PLAN REFERENCE:

IMPLICATIONS OF ADOPTION OR REJECTION: Board policy will assist staff in understanding the Millard Education Program.

TIMELINE: N/A

RESPONSIBLE PERSON(S): Martha Bruckner, Judy Porter, Carol Newton

SUPERINTENDENT'S APPROVAL:  _____

BOARD ACTION:

Curriculum, Instruction, and Assessment

Millard Education Program (MEP)

6001

Philosophy

The educational programs of the Millard Public Schools shall comply with all state and federal laws and regulations and shall afford all students the opportunity ~~to all students~~ to learn the academic and life skills necessary for personal success and responsible living. The educational program will be called the Millard Education Program.

The Millard Education Program (MEP) will consist of content curriculum, appropriate instructional strategies, and valid assessment methodologies. This program will utilize a standards-driven, accountability-based model.

Operationalization

District-wide planning will result in the alignment of the written, taught and assessed curriculum. A comprehensive staff development program shall provide all staff with the skills to deliver ~~and assess~~ the curriculum and assess student learning.

Related Rules: 6001.1

Policy Adopted: April 19, 1999
Revised: _____ 2004

Millard Public Schools
Omaha, Nebraska

Enclosure G.2.
August 2, 2004

AGENDA SUMMARY SHEET

AGENDA ITEM: Second Reading of Policy 6120: Curriculum, Instruction, and Assessment
– Written Curriculum – MEP Curriculum Planning

MEETING DATE: August 2, 2004

DEPARTMENT: Educational Services

TITLE AND BRIEF DESCRIPTION: Curriculum, Instruction, and Assessment – Written Curriculum – MEP Curriculum Planning. Rule 6120.1 is shown for information purposes.

ACTION DESIRED: Second Reading and Approval of Policy

BACKGROUND: This policy provides an outline of the Millard Education Program Curriculum Planning Process.

OPTIONS AND ALTERNATIVES CONSIDERED: Make suggestions for revisions.

RECOMMENDATIONS: Approve the policy.

STRATEGIC PLAN REFERENCE:

IMPLICATIONS OF ADOPTION OR REJECTION: Board policy will assist staff in understanding the Millard Education Program.

TIMELINE: N/A

RESPONSIBLE PERSON(S): Martha Bruckner, Judy Porter, Carol Newton

SUPERINTENDENT'S APPROVAL: _____



BOARD ACTION:

Curriculum, Instruction, and Assessment**Written Curriculum – MEP Curriculum Planning****6120**

The Millard Board of Education recognizes its responsibility to ensure that all students learn the Academic Skills and Applications and Life Skills and Performances necessary for personal success and responsible living. Furthermore, it recognizes that to ensure equal opportunity for all students a dynamic curriculum is needed to provide diverse opportunities, which challenge each student.

To fulfill this responsibility in a comprehensive and systematic manner, the Millard Board of Education assigns to the Office of the Superintendent the responsibility for system wide planning for curriculum, instruction, and assessment. This will be accomplished through the following curriculum planning phases:

- A. I. Preparation and research
- B. II. Design and development
- C. III. Implementation
- D. IV. Management

Related Rules: 6120.1

Policy Adopted: May 3, 1999
Revised: _____, 2004

Millard Public Schools
Omaha, Nebraska

AGENDA SUMMARY SHEET

AGENDA ITEM: Approval of Rule 6001.1: Curriculum, Instruction, and Assessment – Millard Education Program (MEP)

MEETING DATE: August 2, 2004

DEPARTMENT: Educational Services

TITLE AND BRIEF DESCRIPTION: Curriculum, Instruction, and Assessment – Millard Education Program (MEP).

ACTION DESIRED: Approval of Rule

BACKGROUND: This rule provides definitions important to the Millard Education Program.

OPTIONS AND ALTERNATIVES CONSIDERED: Make suggestions for revisions.

RECOMMENDATIONS: Approve the Rule.

STRATEGIC PLAN REFERENCE:

IMPLICATIONS OF ADOPTION OR REJECTION: Board policy will assist staff in understanding the Millard Education Program.

TIMELINE: N/A

RESPONSIBLE PERSON(S): Martha Bruckner, Judy Porter, Carol Newton

SUPERINTENDENT'S APPROVAL:  _____

BOARD ACTION:

Curriculum, Instruction, and Assessment

Millard Education Program (MEP)

6001.1

For the purpose of the Millard Education Program the following definitions shall apply.

Content curriculum – identified knowledge, skills, and processes

Instructional strategies – teaching ~~activities~~ practices that support students' learning

Assessment methodologies – processes by which students' performance and mastery are judged

Millard Standards – ~~state approved content and district developed, and state approved~~ essential learner outcomes (i.e., for academic and life skills) ~~Standards of national and professional organizations are also reviewed~~

Accountability – roles and responsibilities of the board of education, superintendent, central office personnel, building personnel, and students, relative to the MEP

Alignment – demonstrated relationship among written, taught, and tested curriculum

Staff Development – ~~inservice training and activities~~ professional opportunities whereby employees gain the knowledge and skills necessary to effectively implement the district curriculum ~~and consequently to~~ improve student achievement learning

~~**Professional Growth Credit/Activities** – inservice training or activities shall be conducted on the employee's own time and at his/her own expense unless otherwise provided by the Office of the Superintendent; and shall assist staff members with their professional development and in meeting the state law §79-830~~

Related Policy: 6001; 6110

Legal Reference: Neb. State Law §79-830

Rule Approved: April 19, 1999
Revised: _____ 2004

Millard Public Schools
Omaha, Nebraska

AGENDA SUMMARY SHEET

AGENDA ITEM: Approval of Rule 6120.1: Curriculum, Instruction, and Assessment –
Written Curriculum – MEP Curriculum Planning

MEETING DATE: August 2, 2004

DEPARTMENT: Educational Services

TITLE AND BRIEF DESCRIPTION: Curriculum, Instruction, and Assessment – Written
Curriculum – MEP Curriculum Planning. This rule outlines the four
phases of curriculum planning, design, implementation, and management.

ACTION DESIRED: Approval of Rule

BACKGROUND: This rule provides an outline of the Millard Education Program
Curriculum Planning Process.

OPTIONS AND ALTERNATIVES CONSIDERED: Make suggestions for revisions.

RECOMMENDATIONS: Approve the rule.

STRATEGIC PLAN REFERENCE:

IMPLICATIONS OF ADOPTION OR REJECTION: Board policy will assist staff in
understanding the Millard Education Program.

TIMELINE: N/A

RESPONSIBLE PERSON(S): Martha Bruckner, Judy Porter, Carol Newton

SUPERINTENDENT'S APPROVAL:  _____

BOARD ACTION:

Curriculum, Instruction, and Assessment

Written Curriculum – MEP Curriculum Planning

6120.1

The curriculum planning phases are designed as a means by which system wide planning occurs. The four phases are as follows:

- I. ~~A~~. Preparation and research
- II. ~~B~~. Design and development
- III. ~~C~~. Implementation
- IV. ~~D~~. Management

The steps in each of these phases will include an analysis of operational tasks which include, but are not limited to the following: multicultural integration, technology, school-to-career/applied academics, staff development, support programs, and resource allocation.

PHASE I - PREPARATION AND RESEARCH

- A. Determine composition of core committee and various subcommittees.
- B. Develop leadership training for members of committees and subcommittees and plan for communication with all constituencies.
- C. Review the district Strategic Plan, Essential Learner Outcomes, and the Millard Educational Program, and the K-12 Content Frameworks.
- D. Research and synthesize trends regarding curriculum/instruction/assessment, subject area trends, state, national and international standards, and state law and NDE Nebraska Department of Education guidelines.
- ~~E. Conduct Needs Analysis: examine district assessment results, program evaluations and ask what should be in given discipline. compare status quo to needs.~~
- E. Preview resources available that may support outcomes and enabling objectives
- F. Use data collected in the needs analysis conducted in Phase IV.
- F.G. Develop K-12 K-5, 6-8, 9-12 Philosophy (Mission) Statement and Belief Statements (K-12, K-5, 6-12).

PHASE II – DESIGN AND DEVELOPMENT

Utilize Philosophy, Beliefs, Best Practices Information, and Needs Analysis to:

- A. Develop scope and sequence of K-12 level and course outcomes.
- B. Develop scope and sequence of K-12 enablersing objectives for each level/course.
- C. Develop assessments system for level/course outcomes.
- D. Identify instructional materials and resources.
- E. Conduct necessary field tests or pilots; recommendations/decisions rendered.
- F. Conduct cost-benefit analysis to establish program budgets.
- G. Make Appropriate resource decisions made and materials list finalized.
- H. Obtain Approval of Curriculum Frameworks by Board of Education
- I. Create course assessments and grading protocols/rubrics
- ~~H.J. Develop Curriculum guides developed.~~
- ~~J-K. Staff Development Devise implementation plans for implementation developed, including staff development as needed~~
- K-L. Communicate with appropriate constituents. Share newly adopted curriculum with appropriate constituents.

PHASE III - IMPLEMENTATION

- A. Allocate district resources
- ~~A.B. District p~~ Provides District staff development experiences-including best instructional practices and most effective strategies
- ~~B. District resources allocated.~~
- C. Program is implemented program utilizing new curriculum guides and Frameworks.
- D. Review and revise curriculum guides as needed
- E. Develop Essential Learner Outcome and/or benchmark assessments

PHASE IV – MANAGEMENT

- A. Monitor alignment between/among outcomes, ~~enablersing objectives~~, and assessments ~~as it relates to Best Practices~~.
- B. Collect Use student and program assessment data to determine additional or alternate program needs.
- C. ~~Allocate~~ Provide resources and staff development for ~~identified instructional strategies and materials~~ as needed to refine program.
- D. ~~Communicate with teachers and administrators.~~
- D.E. Conduct cost-benefit analysis to ~~establish and~~ maintain program budgets. ~~in order to improve learning or terminate ineffective programs.~~

Related Policy: 6120

AGENDA SUMMARY SHEET

AGENDA ITEM: Land Acquisition

Meeting Date: August 2, 2004

Department: Superintendent's Office

Title and Brief Description: An additional school site is needed, in Sarpy County, to serve the area north and south of Giles, between 156th and 168th.

Action Desired: Approval x Discussion ___ Information Only ___

Background: As discussed in the public hearing, large numbers of lots are platted which require an elementary school to serve as a neighborhood school.

Options/Alternatives Considered: Do not build the school.

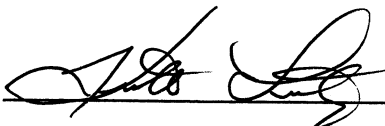
Recommendations: Move that the district proceed with all steps necessary to acquire approximately 9.75 acres of real property in the NW ¼ of section 22, Township 14 North, range 11 East of the 6th P.M. for the construction of an elementary school and to publish all notices for acquiring such property through eminent domain as provided by law.

Strategic Plan Reference: Strategy #2.

Implications of Adoption/Rejection: If land is not acquired, no school would be built in that area.

Timeline: Proceed according to legally determined timelines.

Responsible Persons: Duncan Young and John Crawford

Superintendent's Signature:  _____

AGENDA SUMMARY SHEET

AGENDA ITEM: Food Service – Website Development Contract

MEETING DATE: August 2, 2004

DEPARTMENT: Business

TITLE & BRIEF DESCRIPTION: Food Service – Website Development Contract: A contract for a food service website that would provide credit card processing services.

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: ARAMARK and the District have been working on a proposal to develop a food service website that would provide optional credit card processing services for parents to use in depositing funds in the food service accounts of their children.

Although the dollar amount of the contract for the website development is not substantial, the issue is being presented to the board because there are a couple of policy type issues imbedded in the proposal:

- (1) the proposal would, for the first time, provide for the District processing of credit card payments, and,
- (2) the proposal would provide that the processing charges related to the use of credit cards would be paid by the parents (i.e., added to the payments made by the parents)

OPTIONS AND ALTERNATIVES: The following alternatives are possible:

1. The District could pay the credit card processing fees incurred rather than pass the cost on to parents
2. The District could decide not to get involved with credit card processing at all.

RECOMMENDATION: It is recommended that approval be given to the Website Development and Service Agreement as submitted and that the Associate Superintendent for General Administration be authorized and directed to execute any all documents related to such agreement.

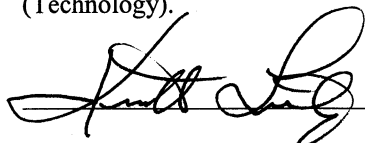
STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: If rejected, the credit card payment option for parents would not be available.

TIMELINE: Immediate.

RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration), Jim Stilwell (ARAMARK General Manager), and Mark Feldhausen, Assistant Superintendent (Technology).

SUPERINTENDENT'S APPROVAL:



WEBSITE DEVELOPMENT AND SERVICES AGREEMENT

This Agreement dated this _____ day of _____, 2004, by and between Douglas County School District No. 17, a/k/a Millard Public School District (hereinafter "District") and Jasniam, LLC, a Nebraska Limited Liability Company, with its principal place of business in Omaha, Douglas County, Nebraska (hereinafter "Jasniam").

WHEREAS, Jasniam is in the business of developing, constructing, and maintaining websites for the World Wide Web, and has special knowledge and expertise in developing custom websites for users such as the District; and

WHEREAS, the District operates a school lunch program in each of its elementary, middle and high school building facilities, and is in need of a website that will provide the parents of students of the District, the convenience of making credit card payments for school lunches; and

WHEREAS, Jasniam has agreed to build and create a website to meet the needs of the District for credit card payment of school lunches.

NOW, THEREFORE, and in consideration upon the mutual obligations herein made, the parties agree as follows:

1. This Agreement shall be for the term of one (1) year from the date first written. The Agreement shall automatically renew under the same terms and conditions herein provided for successive one (1) year term or terms, unless written notice of termination is provided at least sixty (60) days before the anniversary date of the Agreement.
2. Jasniam shall commence work upon, and diligently proceed with, the development of a website that will accept and process credit card payments for school lunches, provide for the posting of such payments and maintaining of such payment records onto the District's WinSnap System currently utilized by the District. Such development is generally described as items 1-14 of the proposal dated April 1, 2004, a copy of which is attached hereto and incorporated herein as Exhibit "A."
3. Jasniam shall commit and utilize sufficient resources to meet and complete the development of the website for the District so that it may be utilized by the District in the operation of its hot lunch programs in each of the school facilities of the school district,

- beginning at the start of the 2004-2005 school year and continue thereafter, as hereinafter provided.
4. Jasniam shall notify the District of any circumstances, when and as they arrive, that may reasonably be anticipated to lead to material deviation from the development timetable.
 5. Jasniam shall conduct and conclude such development and all related tests in a professional matter. Prior to the implementation by the District, Jasniam shall make any such modifications as are indicated or necessary, and conduct such further tests as may be required under the circumstances, all of which shall occur prior to the implementation and usage of the website by the District.
 6. Jasniam agrees to provide initial training to the appropriate District personnel for the proper operation and use of the website. During the term of the Agreement, Jasniam will provide, at no additional cost, website maintenance services (as set forth in Exhibit 'A') to the District and shall use commercially reasonable efforts to correct any error in the website operation.
 7. Jasniam shall provide the District e-mail service and website statistics for the domain name of the District at no additional cost to the District. Jasniam shall also provide all website service, set up, maintenance (as set forth in Exhibit 'A'), and management at no additional cost to the District.
 8. Jasniam shall create such website on the World Wide Web, which shall be hosted and maintained by Jasniam, under the direction and supervision of the District.
 9. Jasniam shall create such website by authoring new software and/or art work, if necessary, using existing software as is necessary and integrating District supplied content data and information. Jasniam shall take all steps necessary to obtain and provide licenses for all software incorporated into the website or its operational system, and shall indemnify and hold the District harmless from any claim of copyright or patent infringement arising from the use of the website by the District.
 10. In the event updated or upgraded software becomes available, Jasniam shall advise the District of such and shall offer the District the option of updating or upgrading the software used in the website operation, and if the District selects to update or upgrade, the

- parties shall, if necessary, enter into a supplemental agreement for such update or upgrade.
11. The District grants to Jasniam, the right to use the Millard Public School's trademark within the website and in any media or promotional material for advertising the existence of the District's website, but such right shall not extend to any further use of the trademark for any other purpose.
 12. The District shall provide Jasniam or its website programmer, prompt and current information relating to the District's lunch program, building and District's schedules, District's policies and rules, student names and identification numbers and other pertinent information all in a timely manner for inclusion and use in the operation of the website. All such information may be provided verbally, in writing, electronically, or via the internet, wherever reasonably applicable.
 13. Jasniam understands and acknowledges that all information provided by the District is highly confidential and may be considered student education records. Such information **may not** be disclosed to any other person or entity without the prior written consent of the District and the parents or guardians of the student or students involved.
 14. District policy 7400 and District Rule 7400.1, provide required guidelines for third-party hosted web services and Jasniam agrees to meet or exceed all such required guidelines contained in Policy 7400 and Rule 7400.1, a copy of which is attached hereto and incorporated herein as Exhibit "B."
 15. Jasniam will strive to make the District website as secure as possible. Jasniam warrants that it employs all industry best practices for security in the web hosting environment and that such practices meet or exceed the requirements of District Rule 7400.1.
 16. All documentation, text, photographs, video pictures, data and information, records or reports, or any other type of data or information, along with all logos, trademarks, service marks, and any other commercial designations of the District, shall remain the exclusive property of the District and except as provided herein, nothing contained in this Agreement shall provide Jasniam with any right, title or interest to such.
 17. The District shall own the right, title and interest, in and to any domain name associated with its website.

18. The District shall own all right, title and interest in and to the website, and also in and to any and all the other items or materials of whatever nature or whatever form, which are part of and associated with the website, but limited to those items and information, which have been provided by the District to Jasniam. Computer programs, software, work product, documents, computer codes, video files, sound files, scripts, and files provided by Jasniam, shall remain the property of Jasniam, except as provided in paragraph 25 below.
19. Jasniam, or any of its members, or officers, employees, representatives or agents, shall not be responsible for the accuracy of any information provided by the District.
20. The District agrees that it shall not knowingly submit any material to Jasniam for inclusion or use or publication on the website, which would violate or infringe on any copy right, trademark, patent, or proprietary rights of others.
21. Jasniam shall not provide World Wide Web links from the website to any other websites, except as expressly provided. Jasniam may not promote, and/or sell any advertising to be displayed on the website, nor shall Jasniam derive any revenues, whatsoever, from the creation, development, maintenance, and hosting of the website, except as expressly provided herein, and any such additional revenues received by Jasniam shall be transmitted immediately to the District.
22. The right to sell or market any advertising on the website, shall be the exclusive right of the District, and shall comply with the policies and rules of the District.
23. Jasniam shall collect and transmit such statistical data as may be requested by the District. Jasniam **shall not** use or disclose any such statistical data except as is expressly authorized in writing by the District.
24. In the event the Agreement is terminated by Jasniam or if Jasniam either cannot or refuses to perform under the terms of the Agreement, Jasniam shall transfer and relinquish to the District, the website, all promotional materials, computer programs, software licenses, work product, documents, computer codes, video files, sound files, script files, and any and all other items or materials of whatever nature, which are part of or associated with the website, and which have been provided by Jasniam, and to execute and provide such

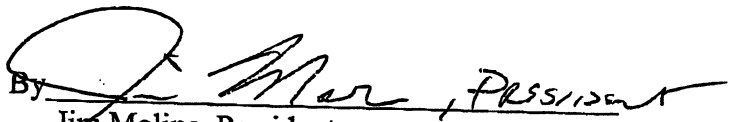
- other licenses or authorizations as may be necessary, so that the District may continue to operate the website.
25. Upon termination of the Agreement by the District, Jasniam shall transfer to the District, all information, materials documentation, records in all forms and formats, which have been previously provided to Jasniam, or which have been generated as a result of the operation of the website. Jasniam shall retain all computer programs, software, work products, documents, computer codes, video files, sound files, script files, and any or all other items or materials, which were a part of or associated with the website, and which had been provided by Jasniam. Such property shall remain the property of Jasniam, unless the parties agree for the purchase and transfer of the above items.
26. Jasniam shall not be responsible for any charges, fees or costs, including, but not limited to, bank processing fees, credit card charges or other processing fees, which may result in the credit card transactions on the website.
27. For the services performed by Jasniam, the District agrees to pay Jasniam the following:
- a. \$8,200 as a development fee. A partial payment of \$2,200 shall be paid simultaneously with the execution of this Agreement, and the remaining balance of \$6,000 shall be paid at the rate of \$1,000 per month beginning on the 25th day of August, 2004.
 - b. During the term of this Agreement, and any extensions thereof, District shall pay \$150 per month as a website hosting fee. Such monthly payments shall commence when the website is operational and being used by the District.
28. This Agreement shall be governed by the laws of the state of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

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

By _____
Kenneth Fossen, Associate Superintendent

JASNIAM, L.L.C., a Nebraska Limited Liability Company

By  _____
Jim Moline, President

Enclosure H.5.
August 2, 2004

AGENDA SUMMARY SHEET

AGENDA ITEM: Food Service – NDE/USDA Agreement

MEETING DATE: August 2, 2004

DEPARTMENT: Business

TITLE & BRIEF DESCRIPTION: Food Service – NDE/USDA Agreement: The required agreement which the District must agree to in order to participate in the school lunch program.

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: In order to participate in the government sponsored food service program, the District must enter into the "Permanent Agreement and Free/Reduced Price Policy Statement." A revised form was recently received and the District needs to approve it in order to participate in the food service program in 04-05.

A copy of the document is attached.

OPTIONS AND ALTERNATIVES: n/a

RECOMMENDATION: It is recommended that approval be given to the Permanent Agreement and Free/Reduced Price Policy Statement as submitted.

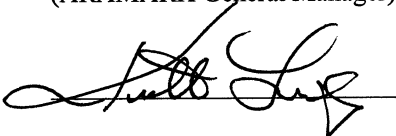
STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: If rejected, the District will not be permitted to participate in the government food service program in 04-05.

TIMELINE: Immediate

RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration) and Jim Stilwell (ARAMARK General Manager)

SUPERINTENDENT'S APPROVAL:



School Meals Programs: National School Lunch Program, School Breakfast Program, Special Milk Program, Afterschool Snack Program

Permanent Agreement and Free/Reduced Price Policy Statement

I. Permanent Agreement

Each School Food Authority (SFA) approved to participate in the program shall enter into a written permanent agreement with the NDE. The SFA and participating schools under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220 and 245.

This agreement shall provide that each SFA shall, with respect to participating schools under its jurisdiction:

1. Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues set forth in Section 210.14(a) and the limitations on any competitive school food service as set forth in Section 210.11(b).
2. Limit its net cash resources to an amount that does not exceed 3 months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with Section 210.19(a).
3. Maintain a financial management system as prescribed under Section 210.14(c).
4. Comply with the requirements of USDA regulations regarding financial management (7 CFR part 3015).
5. Price and serve the lunch, breakfast and/or snack as a unit.
6. Serve meals free or at a reduced price to all children who are determined by the SFA to be eligible for such meals under 7 CFR part 245.
7. Claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid meals served to eligible children in accordance with 7 CFR part 210. Agree that the SFA official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in Section 210.8 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the program as specified in Section 210.25. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in Section 210.26 shall apply.
8. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service at the end of the serving line, or through another counting system if approved by the State agency on an annual basis. Claim reimbursement for no more than one lunch, one breakfast and one afterschool snack per child per day. The Special Milk Program allows multiple milk servings to be claimed per child.
9. Submit Claims for Reimbursement in accordance with Section 210.8. Claims are to be submitted electronically via the web-based reporting system on form number NDE-28-036.
10. Comply with the requirements of USDA's regulations regarding nondiscrimination (7 CFR parts 15, 15a, 15b).

11. Make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement.
12. Enter into an agreement to receive donated foods as required by 7 CFR part 250.
13. Maintain proper sanitation and health standards in the storage, preparation and service of food and conform to all applicable State and local laws and regulations.
14. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by USDA.
15. Maintain necessary facilities for storing, preparing and serving food.
16. Upon request, make all accounts and records pertaining to its school food service available to the State agency and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3-year period as long as required for resolution of the issues raised by the audit.
17. Maintain confidential files of currently approved and denied free and reduced price applications, respectively, and the names of children approved for free meals based on documentation certifying that the child is included in a household approved to receive benefits under the Food Stamp Program, Food Distribution Program for Households on Indian Reservations (FDPIR) or Temporary Assistance for Needy Families (TANF). If the applications and/or documentation are maintained at the SFA level, they shall be readily retrievable by school.
18. Retain the individual applications for free and reduced price meals submitted by families for a period of 3 years after the end of the fiscal year to which they pertain or as otherwise specified under paragraph (b)(17) of this section.
19. Any school shall be eligible for the Special Milk Program upon request provided it does not participate in the school lunch or breakfast program; except that schools with such meal service may receive the Special Milk Program upon request only for the children attending split-session kindergarten or pre-kindergarten programs who do not have access to the meal service.
20. Afterschool snack requirements. Those school food authorities with eligible schools (as defined in Section 210.10(n)(1)) that elect to serve snacks during afterschool care programs, shall agree to:
 - (a) Serve snacks that meet the minimum requirements prescribed in Section 210.10 (n) and 210.10a (j);
 - (b) Menus and Production Records must be maintained daily to document compliance with snack meal pattern requirements;
 - (c) Price the snack as a unit;
 - (d) Serve snacks at no charge to all children in attendance at area-eligible sites. A site qualifies as area-eligible if the site is either a school which has at least 50 percent or more of its enrollment eligible for free or reduced price meals, or is a site which is located within the attendance area of a school that qualifies;
 - (e) Serve snack free or at a reduced price to all children who are determined by the SFA to be eligible for free or reduced price school meals under 7 CFR part 245;
 - (f) If charging for meals, the charge for a reduced price snack shall not exceed 15 cents;

- (g) Claim reimbursement at the assigned rates only for snacks served in accordance with the agreement;
 - (h) Claim for reimbursement only those afterschool snacks served on school days. Snacks served on weekends, holidays or vacation periods may not be claimed;
 - (i) For afterschool care programs in Residential Child Care Institutions (RCCIs), only those children who are enrolled and attending school may have their snacks claimed for reimbursement;
 - (j) Review each afterschool snack program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool snack program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
 - (k) Serve and claim snacks solely as part of an afterschool care program that provides regularly scheduled education or enrichment activities in an organized, structured and supervised environment.
 - (l) Keep a roster list, sign-in sheet or other means to determine that children are present on a given day;
 - (m) Count and record the number of snacks served each day, at the time they are served, by correct claiming category;
 - (n) Serve snacks only to students who are 18 years or under or a student of any age who is disabled. If a student's 19th birthday occurs during the school year, snacks may be claimed for that student for the remainder of the school year.
- ★ 21. Prohibit service of foods of minimal nutritional value (FMNV) during a meal service period in areas where reimbursable meals are served and/or eaten. FMNV cannot be given away or sold in the food service area. FMNV costs cannot be charged to the nonprofit food service account. NDE will disallow all meals served by a school on any day that a violation of the FMNV regulations is observed.
22. Prohibit the sale of any foods in competition with the National School Lunch and School Breakfast Programs anywhere on school/institution premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
23. Agrees to arrange to have an organization-wide audit conducted annually in public institutions and biennially in private institutions, in accordance with the provisions of the Federal Office of Management and Budget Circular A-128 or A-133 if \$300,000 or more is expended from all Federal sources.
24. Charge adults, at a minimum, an amount equal to the total reimbursement received for a free lunch under Section 4 and 11 of the National School Lunch Act plus the per-meal value of donated foods. For breakfast, adults should be charged the rate established for free breakfasts under Section 4 of the Child Nutrition Act. No reimbursement or donated food is provided for adult meals.
25. Purchase in as large of quantities as can be efficiently utilized in its non-profit food service program the foods designated as plentiful by the United States Department of Agriculture and to purchase food of domestic origin to the extent practicable. As defined in the legislation, a domestic food commodity is an agricultural commodity (for example, red meat, chicken, fruit, vegetable or grain) that is

produced in the United States. A domestic food product is processed in the United States substantially using domestic agricultural commodities. Substantially means that over 51 percent of the processed food comes from American produced products.

26. The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C.1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by implementing the regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from Food and Nutrition Service, United States Department of Agriculture; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the program applicant agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, FNS shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the program applicant and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the USDA.

27. Serve lunches, during the lunch period, which meet the minimum requirements prescribed in Section 210.10; and/or serve breakfasts during the breakfast period, which meet the minimum requirements prescribed in Section 220.8; and/or serve afterschool snacks, which meet the minimum requirements prescribed in Section 210.10; Schools may choose **A) Enhanced Food-Based Menu Planning, B) Traditional Food-Based Menu Planning, C) Nutrient Standard Menu Planning (NSMP) or D) Assisted Nutrient Standard Menu Planning (Assisted NSMP).**

For purposes of the meal patterns, a week equals five days. For weeks with a greater or lesser number of days, the servings per week must be prorated.

A) Enhanced Food-Based Lunch Pattern

Minimum Quantities

<u>Food Component</u>	<u>Required K-6</u>	<u>Required 7-12</u>	<u>Optional K-3</u>
Fluid Milk	½ pint	½ pint	½ pint
Meat or Meat Alternate week	10 oz. per week	10 oz. per week	7.5 oz. per week
	Minimum of 1 oz. per day	Minimum of 1 oz. per day	Minimum of 1 oz. per day
Meat, poultry, fish (cooked)	1 ounce	1 ounce	1 ounce
Cheese	1 ounce	1 ounce	1 ounce
Alternate protein products	1 ounce	1 ounce	1 ounce
Egg (large)	½	½	½
Cooked dry beans/peas	¼ cup	¼ cup	¼ cup
Yogurt (commercially prepared)	4 ounces-½ cup	4 ounces-½ cup	4 ounces-½ cup
Peanut butter or other nut/seed butters	2 Tbsp.	2 Tbsp.	2 Tbsp.
Peanuts, soy nuts, tree nuts, seeds	1 ounce	1 ounce	1 ounce
may be used to meet 50% of the meal requirement.			

Vegetables/Fruits (2 or more servings of different vegetables or fruits or both)	3/4 cup plus extra 1/2 cup over a week	1 cup	3/4 cup
Grains/Breads (enriched or whole grain) A serving equals 1 slice of bread or equivalent as listed on Grains/Breads List (FNS Instruction 783-1, Rev. 2); up to one serving per day may be a dessert item.	12 servings per week Minimum of 1 per day	15 servings per week Minimum of 1 per day	10 servings per week Minimum 1 per day

All Food-Based meals must meet minimum nutrient levels for specific grade levels according to 7 CFR 210.10. Lunches are to meet the minimum nutrient levels averaged over a week of 3 to 7 days.

Schools choosing to implement Enhanced Food-Based Menu Planning must complete the Production Records specified by Nutrition Services of NDE. Yearly approval from NDE must be secured prior to use of SFA designed Production Records. Production Records must be maintained daily and will be reviewed by NDE staff. If Production Records do not document the meal pattern, reimbursement will be reclaimed by NDE. Schools choosing to implement Enhanced Food-Based Menu Planning must also provide standardized recipes, product names, nutrient information and Child Nutrition labels as requested by NDE.

Nutrition Services of NDE must perform a nutrient analysis of menus served under the Food-Based Menu Planning Option. Failure by a SFA to provide complete Production Records, standardized recipes, product names and nutrient information upon request will result in nonpayment of claims.

Under Offer Versus Serve, senior high students shall be permitted to decline up to two of the five required food components. At the discretion of the SFA, students below the senior high level may be permitted to decline one or two of the required five food components. The price of a reimbursable lunch shall not be affected if a student declines food components or accepts smaller portions.

B) Traditional Food-Based Lunch Pattern

Minimum Quantities

<u>Food Component</u>	<u>Required K-3</u>	<u>Required 4-12</u>
Meat or Meat Alternate	7.5 oz. per week Minimum of 1 oz. per day	10 oz. per week Minimum of 1 oz. per day
Meat, poultry, fish (cooked)	1 ounce	1 ounce
Cheese	1 ounce	1 ounce
Alternate protein products	1 ounce	1 ounce
Egg (large)	1/2	1/2
Cooked dry beans or peas	1/4 cup	1/4 cup
Yogurt (commercially prepared)	4 ounces-1/2 cup	4 ounces-1/2 cup
Peanut butter or other nut/seed butters	2 tablespoons	2 tablespoons
Peanuts, soy nuts, tree nuts, seeds may be used to meet 50% of the meal requirement.	1 ounce	1 ounce
Vegetables/Fruits (2 or more servings of different vegetables or fruits or both)	1/2 cup	3/4 cup

Grains/Breads (enriched or whole grain) A serving equals 1 slice bread or equivalent as listed on Grains/Breads List (FNS Instruction 783-1, Rev. 2)	8 servings per week Minimum of 1 per day	8 servings per week Minimum of 1 per day
Fluid Milk	½ pint	½ pint

Under Offer Versus Serve, senior high students shall be permitted to decline up to two of the five required food components. At the discretion of the SFA, students below the senior high level may be permitted to decline one or two of the required five food components. The price of a reimbursable lunch shall not be affected if a student declines food components or accepts smaller portions.

Schools choosing to implement Traditional Food-Based Menu Planning must complete the Production Records specified by Nutrition Services of NDE. Yearly approval from NDE must be secured prior to use of SFA designed Production Records. Production Records must be maintained daily and will be reviewed by NDE staff. If Production Records do not document the meal pattern, reimbursement will be reclaimed by NDE. Schools choosing to implement Traditional Food-Based Menu Planning must also provide standardized recipes, product names, nutrient information and Child Nutrition Labels as requested by NDE.

Nutrition Services of NDE must perform a nutrient analysis of menus served under the Traditional Food-Based Menu Planning Option. Failure by a SFA to provide complete production records, standardized recipes, product names and nutrient information upon request will result in nonpayment of claims.

C) Nutrient Standard Menu Planning (NSMP) for Lunch

Schools may use NSMP as a way to develop menus based on the analysis of nutrients in the menu items and foods offered over a week to determine if specific levels of a set of key nutrients and calories are met. Schools shall offer meals to children based on required grade groups, required age groups or customized age groups. SFAs planning to implement NSMP must contact the State agency and receive approval prior to implementation.

A reimbursable lunch shall include a minimum of three menu items; one item shall be an entree and one shall be fluid milk as a beverage. All menu items or foods offered as part of the reimbursable meal may be considered as contributing toward meeting the nutrition standards in paragraphs (b) and (c) of 7 CFR 210.10.

Under Offer Versus Serve, senior high students must select at least two menu items and may decline a maximum of two menu items. One menu item selected must be an entree. At the discretion of the SFA, students below the senior high level may also participate in Offer Versus Serve. The price of a reimbursable lunch shall not be affected if a student declines a menu item or requests smaller portions.

SFAs choosing to implement NSMP shall conduct a nutrient analysis on all menu items or foods offered as part of the reimbursable meal. Nutrient analysis shall be performed by software approved by USDA. The nutrient analysis, menus, production records, standardized recipes and product names must be provided to NDE upon request. The nutrient analysis must be completed before the meals are served.

D) Assisted Nutrient Standard Menu Planning (Assisted NSMP) for Lunch

SFAs without the capability to conduct Nutrient Standard Menu Planning may choose an alternative that uses menu cycles developed by other sources. SFAs planning to implement Assisted NSMP must contact the State agency and receive approval prior to implementation.

Assisted NSMP shall establish menu cycles that have been developed in accordance with 7 CFR 210.10 as well as local food preferences and the local food service operation. These menu cycles shall incorporate the nutrition standards in 7 CFR 210.10 and the appropriate nutrient and calorie levels. In addition to the menu cycle, standardized recipes, food product specifications and preparation techniques shall also be developed and provided by the entity furnishing the Assisted NSMP to ensure that the menu components and foods offered conform to the nutrient analysis determinations of the menu cycle.

At the inception of any use of Assisted NSMP, the State agency shall approve the initial menu cycle, recipes and other specifications to determine that all required elements for correct nutrient analysis are incorporated.

After initial service of the menu cycle under Assisted NSMP, the nutrient analysis shall be reassessed and appropriate adjustments made in accordance with 7 CFR 210.10.

Under Assisted NSMP, the SFA retains final responsibility for ensuring that all nutrition standards and appropriate calories levels are met. The nutrient analysis, menus, production records, standardized recipes and product names must be provided to NDE upon request.

A) Enhanced Food-Based Breakfast Pattern Minimum Quantities

<u>Food Component</u>	<u>Required K-12</u>	<u>Optional 7-12</u>
Fluid Milk, as a beverage, on cereal or both	½ pint	½ pint
Full Strength Juice, Fruit or Vegetable	½ cup	½ cup
Two of the following components (one of each or two of the same component)		
Grains/Breads		
Bread, muffin, biscuit, etc.	1 serving	1 serving
Cereal	¾ cup or 1 ounce	¾ cup or 1 ounce
See Grains/Breads List (FNS Instruction 783-1, Rev. 2)		Plus an additional serving of grain/bread
Meat or Meat Alternate		
Meat, poultry, fish (cooked)	1 ounce	1 ounce
Cheese	1 ounce	1 ounce
Alternate protein products	1 ounce	1 ounce
Egg (large)	½	½
Yogurt (commercially prepared)	4 ounces-½ cup	4 ounces-½ cup
Cooked dry beans/peas	¼ cup	¼ cup
Peanut butter or other nut/seed butters	2 Tbsp.	2 Tbsp.
Peanuts, soy nuts, tree nuts, seeds	1 ounce	1 ounce

Under Offer Versus Serve, a student may decline one component. The declined food may be any one of the four components offered to the student. A student's decision to accept all four food components or to decline one of the four food components shall not affect the charge for breakfast.

Nutrition Services of NDE may perform a nutrient analysis of menus served under the Enhanced Food-Based Menu Planning. Production Records must be maintained daily and will be reviewed by NDE Staff. If the Production Records do not document the meal pattern, reimbursement may be reclaimed by NDE. Failure by a SFA to provide completed production records, standardized recipes, product names and nutrient information upon request may result in nonpayment of claims.

B) Traditional Food-Based Breakfast Pattern

Minimum Quantities

Food Component

Required K-12

Fluid Milk as a beverage, on cereal or both

½ pint

Full Strength Juice, Fruit and/or Vegetable

½ cup

Two of the following components (one of each or two of the same component):

Grains/Breads

Bread, muffin, biscuit, etc.

1 serving

Cereal

¾ cup or 1 ounce

See Grains/Breads List (FNS Instruction 783-1, Rev. 2)

Meat/Meat Alternate

Meat, poultry, fish (cooked)

1 ounce

Cheese

1 ounce

Alternate protein products

1 ounce

Egg, large

½

Peanut Butter or other nut/seed butter

2 Tbsp.

Cooked dry beans or peas

¼ cup

Yogurt (commercially prepared)

4 ounces-½ cup

Peanuts, soy nuts, tree nuts, seeds

1 ounce

Under Offer Versus Serve, a student may decline one component. The declined food may be any one of the four components offered to the student. A student's decision to accept all four food components or to decline one of the four food components shall not affect the charge for breakfast.

Nutrition Services of NDE may perform a nutrient analysis of menus served under the Traditional Food-Based Menu Planning option. Production Records must be maintained daily and will be reviewed by NDE Staff. If the Production Records do not document the meal pattern, reimbursement will be reclaimed by NDE. Failure by a SFA to provide complete production records, standardized recipes, product names, nutrient information and Child Nutrition labels upon request will result in nonpayment of claims.

C) Nutrient Standard Menu Planning (NSMP) for Breakfast

A reimbursable breakfast shall include a minimum of three menu items; one of which shall be fluid milk served as a beverage or on cereal or both. All menu items or foods offered as part of the reimbursable meal may be considered as contributing toward meeting the nutrition standards in paragraphs (a), (b) and (e) of 7 CFR 220.8.

Under Offer Versus Serve, senior high students must select at least two menu items and may decline a maximum of one menu item. At the discretion of the SFA, students below the senior high level may also participate in Offer Versus Serve. The price of a reimbursable breakfast shall not be affected if a student declines a menu item or requests smaller portions.

SFAs choosing to implement NSMP shall conduct a nutrient analysis on all menu items or foods offered as part of the reimbursable meal. Nutrient analysis shall be performed by software approved by USDA. The nutrient analysis, menus, standardized recipes and product names must be provided to NDE upon request. The nutrient analysis must be completed before the meals are served.

D) Assisted Nutrient Standard Menu Planning (Assisted NSMP) for Breakfast

SFAs without the capability to conduct Nutrient Standard Menu Planning, may choose an alternative that uses menu cycles developed by other sources. Assisted NSMP shall establish menu cycles that have been developed in accordance with 7 CFR 220.8 as well as local food preferences and the local food service operation. These menu cycles shall incorporate the nutrition standards in 7 CFR 220.8 and the appropriate nutrient and calorie levels. In addition to the menu cycle, recipes, food product specification and preparation techniques shall also be developed and provided by the entity furnishing the Assisted NSMP to ensure that the menu components and foods offered conform to the nutrient analysis determinations of the menu cycle.

At the inception of any use of Assisted NSMP, the State agency shall approve the initial menu cycle, standardized recipes and other specifications to determine that all required elements for correct nutrient analysis are incorporated.

After initial service of the menu cycle under Assisted NSMP, the nutrient analysis shall be reassessed and appropriate adjustments made in accordance with 7 CFR 210.10. Under Assisted NSMP, the SFA retains final responsibility for ensuring that all nutrition standards and appropriate calories levels are met. The nutrient analysis, menus, standardized recipes and product names must be provided to NDE upon request.

Afterschool Snack Program

Minimum Quantities

An afterschool snack must consist of two of the four food components. The food components are Meat/Meat Alternate, Vegetables/Fruits, Grain/Breads and Milk.

Food Component

Required K-12

Meat or Meat Alternate	
Meat, poultry, fish (cooked)	1 ounce
Cheese	1 ounce
Alternate protein products	1 ounce
Egg (large)	½
Cooked dry beans or peas	¼ cup
Yogurt (commercially prepared)	4 ounces-1/2 cup
Peanut butter or other nut/seed butters	2 tablespoons
Peanuts, soy nuts, tree nuts	1 ounce
Full Strength Juice, Fruit and/or Vegetable	3/4 cup
Grains/Breads (enriched or whole grain)	1 serving
Serving equals 1 slice bread or equivalent as listed on Grains/Breads List (FNS Instruction 783-1, Rev. 2)	
Fluid Milk	½ pint

The Nebraska Department of Education agrees that:

1. To the extent of funds available, NDE shall reimburse the district/system for meals served in accordance with the provisions of the National School Lunch Act Programs in the schools with valid Site Applications, in any fiscal year during which this agreement is in effect, provided, however, that such services are of the type(s) defined or described elsewhere in this section and in federal program regulations, guidelines, and policies, and that these services are rendered consistent with requirements of this section and existing regulations.

2. The amount of federal reimbursement for lunches, breakfasts and snacks for paid student meals and for eligible free and reduced price students shall not exceed an amount equal to the number of meals served to enrolled students multiplied respectively by the rates of reimbursement. Feeding sites that served 40% or more free/reduced student lunches in the second preceding school year may apply for Severe Need breakfast funding. Application for Severe Need breakfast funding is made on the Site Application.

II. Free and Reduced Price Policy Statement

1. The Board of Education/Governing Body of the above named institution/system has agreed to participate in one or more of the following programs:
- a. National School Lunch Program
 - b. School Breakfast Program
 - c. Special Milk Program
 - d. Afterschool Snack Program

Said Board of Education/Governing Body accepts the responsibility for the one or more programs they will participate in, and for providing free and reduced price meals to eligible children attending the site under its authority and named in NDE 01-015 (Site Application).

The Board of Education/Governing Body further assures NDE that the system will uniformly implement this part of the Application to determine children's eligibility for free and reduced price meals in the program in which the schools participate.

2. In fulfilling its responsibilities the SFA:
- a. Agrees to serve meals free to children from families whose income is at or below the free scale and to serve meals at a reduced price to children from households whose income is at or below the reduced price scale of the Agriculture Secretary's Income Eligibility Guidelines for the current school year.
 - b. Agrees to set reduced price charges for lunch and breakfast at or below the maximum reduced price allowed by regulations and below the full price of the lunch or breakfast.
 - c. Agrees that there will be no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price of the meal. The names of the children eligible to receive free or reduced price meals shall not be published, posted, or announced in any manner, and there shall be no overt identification of any such children by use of special tokens, tickets or any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to:
 - (1) Work for their meals.
 - (2) Use a separate lunchroom.
 - (3) Go through a separate serving line.
 - (4) Enter the lunchroom through a separate entrance.
 - (5) Eat meals at a different time.
 - (6) Eat a meal different from the one sold to children paying the full price.
 - d. Agrees to establish and use a fair hearing procedure under which: (1) a family can appeal a decision made by the SFA with respect to the family's free and reduced price meal application; and (2) the SFA can challenge the continued eligibility of any child approved for free or reduced price meals. During the appeal and hearing, the child who was determined to be eligible based on the face of the application submitted will continue to receive free or reduced price meals. Prior to initiating the hearing procedure, the institution official, the parent(s) or guardian may request a conference to provide an opportunity for the parent(s)/guardian and institution official(s) to discuss the situation, present information, obtain an explanation of data submitted in the

application and the decisions rendered. Such a conference shall not in any way prejudice nor diminish the right to a fair hearing.

The hearing procedure shall provide the following for both the family and the SFA:

- (1) A publicly announced, simple method for making an oral or written request for a hearing.
- (2) An opportunity to be assisted or represented by an attorney or other person.
- (3) An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
- (4) Reasonable promptness and convenience in scheduling a hearing, and adequate notice as to its time and place.
- (5) An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference.
- (6) An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witness(es).
- (7) That the hearing be conducted by an official who did not participate in the decision under appeal or any previous conference to make that decision.
- (8) That the decision of the hearing official be based on the oral and documentary evidence presented at the hearing and entered into the hearing record.
- (9) That the parties concerned and any designated representative thereof be notified in writing of the decision.
- (10) That for each hearing a written record be prepared, including the decision of the hearing official and the reasons thereof, and a copy of the notification to the parties concerned of the hearing official's decision.
- (11) That such written record must be retained for a period of 3 years after the close of the school year to which they pertain. These records must be made available for examination by the parties concerned or their designees at any reasonable time and place during such period.
- (12) When an application is rejected, parents or guardians will be informed of the reason for denial and the hearing procedure. The designated hearing official and the individual designated to review applications and make determinations of eligibility are named in NDE 01-014 (Program Application). These officials will use the criteria outlined in this Free and Reduced Price Policy Statement to determine which individual children are eligible for free and reduced price meals. The Board of Education/Governing Body assures the State that the person named as a hearing official was not involved in the original eligibility determination.

e. The Board of Education/Governing Body agrees to develop and distribute to each child's parent(s) or guardian a letter as outlined in the sample provided by the State. In addition, an application form for free and reduced price meals shall be distributed with the parent letter at or about the beginning of each school year, but not prior to July 1 each year or whenever there is a change in eligibility guidelines with an explanation that households with incomes at or below the reduced price guidelines may be eligible for either free or reduced price meals.

Interested parents or guardians are responsible for filling out the application and returning it to the institution for review. Such applications and documentation of determinations made will be maintained for a period of 3 years following the end of the school year to which they pertain.

Applications must be accepted at any time during the year. Parents or guardians enrolling a child in an institution for the first time shall be supplied with appropriate meal application materials regardless of the time of year the child is registered. If a child transfers from one institution to another under the jurisdiction of the same SFA, his/her eligibility for free or reduced price meals will be transferred to and honored by the receiving school. Applications may not be transferred from one SFA to another SFA.

All children from an eligible household will receive the same benefits. Parents or guardians will be promptly notified of the acceptance or denial of their application(s). Benefits are to be issued within ten operating days of receipt of qualifying applications.

It is recognized that in certain cases foster children and Wards of the State/Court may be eligible for free meals. If a household has foster children/Ward of the State/Court living with them and wishes to apply for such meals for these children, the household must complete a separate application for each such child.

When an application is rejected, parents or guardians will be provided written notification which shall include: (1) the reasons for the denial of benefits, e.g., income in excess of allowable limits or incomplete application; (2) notification of the right to appeal; (3) instructions on how to appeal; and (4) a statement reminding parents that they may reapply for free and reduced price benefits at any time during the school year. The reasons for ineligibility shall be properly documented and retained on file at the SFA level.

f. The Board of Education/Governing Body agrees to accept a completed NDE direct certification letter in lieu of a free and reduced price application. All students listed on the direct certification letter qualify for free meals or free milk. Each family will receive one letter that lists all children between the ages of 4 and 19.

The SFA agrees to the following procedures:

- (1) The original direct certification letter must be signed by an adult household member and furnished to the school. If the family has children enrolled in another district, the institution may make a copy and the original letter returned to the family. The family may then use the letter for another district.
- (2) Families may not add names to this letter.
- (3) The Determining Official must sign and date the letter.
- (4) Each family that submits a direct certification letter must be sent a Notice of Approval Letter (Attachment D).
- (5) The direct certification letters are not to be included in the group of applications from which the verification sample is selected.
- (6) Any SFA may provide an electronic list of enrolled students to NDE for electronic direct certification. The SFA must maintain a list of names of children approved for free meals based on documentation certifying that the child is included in a household approved to receive benefits as a result of electronic direct certification.

g. The Board of Education/Governing Body agrees to implement a Collection Procedure that will ensure that no child is overtly identified as receiving free, reduced or paid meals.

h. All attachments to this agreement must be used as printed, unless prior approval for changes is obtained in writing from NDE prior to use.

i. The Board of Education/Governing Body agrees to participate in the Verification of Applications for Free and Reduced Price Meals as required by Federal Regulations. The direct certification letters are not considered applications for purposes of verification. The following records will be maintained: (RCCI's are exempt unless day students are enrolled in the institutions).

Required data elements that must be collected and submitted to NDE by March 1, 2005 and each year thereafter:

1. The type of free/reduced price meal benefits application used (individual student, household, or both);
2. The total number of schools and total enrollment for all NSLP schools;

3. The number of schools which are operating under Provision 2/3 in a non-base year, and the total enrollment in these schools;
4. The number of children who receive free meals but are not subject to verification, including children approved by direct certification and residential children;
5. The number of children approved for free meal benefits based on a food stamp/TANF/FDPIR case number submitted on an application (categorically eligible), and the number of these applications;
6. The number of children approved for free meal benefits based on income/household size information submitted on an application (income eligible), and the number of these applications;
7. The number of children approved for reduced price meal benefits and the number of reduced-price eligible applications;
8. The method of verification sample selection (focused, random, all);
9. A summary of the results of the verification process for all applications selected for verification, including the number of students whose eligibility for benefits did not change, the number whose eligibility was reduced or terminated based on the household response to verification, the number whose household did not respond to verification, and the number of applications in each of these categories;
10. The number of students found ineligible as a result of verification who were reinstated for free or reduced price meal benefits, as of February 15 of each year*.

*Note: The final data element will not be required until the 2005-2006 school year, and the requirement to report this element will not be implemented unless Congress provides additional funding to support collection of this additional data element.

In addition, §245.6a(c) requires school food authorities to retain copies of the information reported and all supporting documents.

All verified applications must be readily retrievable on an individual school basis and include all documents submitted by the household for the purpose of confirming eligibility, reproductions of those documents, or annotations made by the determining official which indicate which documents were submitted by the household and the date of submission. All relevant correspondence between the households selected for verification and the school or SFA must be retained.

Each SFA shall amend its permanent free and reduced price policy statement to reflect substantive changes. Any amendment to a policy shall be provided by the State agency prior to implementation.

NDE will provide an annual news release to all newspapers in the state announcing the availability of free and reduced price meals in Nebraska schools.

The following attachments are adopted with and considered a part of this Permanent Agreement and Policy Statement and any subsequent Amendments:

Attachment A.	Income Eligibility Guidelines
Attachment B.	Letter to Households
Attachment B-Milk Only	Letter to Household for use by <u>Milk Only Schools</u>
Attachment C.	Application for Free and Reduced Price Meals
Attachment C-Milk Only	Application for Free Milk for use by <u>Milk Only Schools</u>
Attachment D.	Notice of Approval/Denial

Attachment E.	Computing Income for Self-Employed Persons
Attachment F.	Verification Selection Notice and Enclosures (2 pages)
Attachment G.	Notification of Change Due to Verification
Attachment H.	Verification Summary
Attachment H-1.	Verification Tracker
Attachment I.	On-Site Review Summary
Attachment J.	Edit Check Worksheet
Attachment J-R.	Edit Check Worksheet for RCCIs
Attachment K.	Food-Based Production Records (5 pages)
Attachment K-R.	Production Record for RCCIs
Attachment L.	Sharing Information Waiver

III. Definitions

Afterschool care program means a program providing organized child care services to enrolled school-age children afterschool hours for the purpose of care and supervision of children. Those programs shall be distinct from any extracurricular programs organized primarily for scholastic, cultural or athletic purposes.

Breakfast means a meal which meets the nutritional requirements set out in Section 220.8, and which is served to a child in the morning hours. The meal shall be served at or close to the beginning of the child's day at school.

Child means--(a) a student of high school grade or under as determined by the State educational agency, who is enrolled in an educational unit of high school grade or under as described in paragraphs (a) and (b) of the definition of "School," including students who are mentally or physically disabled as defined by the State and who are participating in a school program established for the mentally or physically disabled; or (b) a person under 21 chronological years of age who is enrolled in an institution or center as described in paragraphs (c) and (d) of the definition of "School;" or (c) for purposes of reimbursement for snacks served in afterschool care programs, an individual enrolled in an afterschool care program operated by an eligible school who is 18 years of age or under, or in the case of children with disabilities, not more than 20 years of age. A child may turn 19 during the school year and remain eligible for afterschool snacks until the end of the school year.

Days mean calendar days unless otherwise specified.

Documentation means:

1. The completion of a free and reduced price school meal or free milk application that includes:
 - a. For households applying on the basis of income and household size, names of all household members; income received by each household member, identified by source of the income (such as earnings, wages, welfare, pensions, support payments, unemployment compensation, and social security and other cash income); the signature of an adult household member; and the social security number of the adult household member who

- signs the application or an indication that he/she does not possess a social security number;
or
- b. For a child who is a member of a food stamp, FDPIR or TANF household: the child's name and appropriate food stamp or TANF case number or FDPIR case number or other identifier; and the name and signature of an adult household member; and
2. In lieu of completion of the free and reduced price application, information obtained from the State or local agency responsible for the Food Stamp Program, FDPIR or TANF which includes the name of the child; a statement certifying that the child is a member of a currently certified food stamp, FDPIR or TANF household; information in sufficient detail to match the child attending school in the SFA with the name of the child certified as a member of a food stamp, FDPIR or TANF household; the signature or a copy of the signature of the individual authorized to provide the certification on behalf of the Food Stamp, FDPIR or TANF office, as appropriate; and the date. When the signature is impractical to obtain, such as in a computer match, other arrangements may be made to ensure that a responsible official can attest to the data.

Donated Foods means food commodities donated by USDA for use in nonprofit lunch programs.

Family means a group of related or unrelated individuals, who are not residents of an institution or boarding house, but who are living as one economic unit.

FDPIR means the food distribution program for households on Indian reservations operated under part 253 of this title.

Food Service Area means any area on school premises where program meals are both served and eaten as well as any areas in which program meals are either served or eaten.

Food Stamp Household means any individual or group of individuals that is currently certified to receive assistance as a household under the Food Stamp Program.

Foods Of Minimal Nutritional Value (FMNV) means foods that cannot be sold or served in the food service area during times meals are served. The categories are identified in Appendix B of 7 CFR 210.

Free Meal means a meal for which neither the child nor any member of his family pays or is required to work in the school or in the school's food service.

Free Milk means milk served under the regulations governing the Special Milk Program and for which neither the child nor any member of his family pays or is required to work in the school or in the school's food service.

FNS means the Food and Nutrition Service, United States Department of Agriculture.

Income Eligibility Guidelines means the family-size income levels prescribed annually by the Secretary of Agriculture for use by States in establishing eligibility for free and reduced price meals and for free milk.

Meal means a lunch or a snack or a breakfast that meets the applicable requirements prescribed in 7 CFR Sections 210.10, 210.15a, and 220.8.

Milk means pasteurized fluid types of unflavored or flavored whole milk, lowfat milk, skim milk, or cultured buttermilk which meet State and local standards for such milk except that, in the meal pattern for infants (0 to 1 year of age) milk means unflavored types of whole fluid milk. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and consistent with State and local standards for such milk.

Lunch means a meal service that meets the applicable nutrition standards and portion sizes in Section 210.10 for lunches.

National School Lunch Program means the Program under which participating schools operate a nonprofit lunch program in accordance with this part. General and special cash assistance and donated food assistance are made available to schools in accordance with this part.

Net Cash Resources means all monies, as determined in accordance with the State agency's established accounting system, that are available to or have accrued to a SFA's nonprofit school food service at any given time, less cash payable. Such monies may include, but are not limited to, cash on hand, cash receivable, earnings on investments, cash on deposit and the value of stocks, bonds or other negotiable securities.

Nonprofit, when applied to schools or institutions eligible for the Program, means exempt from income tax under section 501(c)(3) of the Internal Revenue Code of 1954, as amended.

Nonprofit School Food Service means all food service operations conducted by the SFA principally for the benefit of schoolchildren, all of the revenue from which is used solely for the operation or improvement of such food services.

Paid Meal means a meal served to children who are either not eligible for or elect not to receive the free or reduced price benefits offered under 7 CFR part 245. USDA subsidizes each paid lunch with both general cash assistance and donated foods. Although a paid student pays for a large portion of his or her lunch, the USDA subsidy accounts for a significant portion of the cost of that lunch. May also be referred to as a subsidized meal.

Point of Service means that point in the food service operation where a determination can accurately be made that a reimbursable free, reduced price or paid lunch has been served to an eligible child. The point of service is at the end of the serving line after students have had access to all meal items unless an alternate counting method is approved by NDE.

Program means the National School Lunch Program and the Commodity School Program.

Reduced Price Meal means a meal which meets all of the following criteria: (1) The price shall be less than the full price of the meal; (2) the price shall not exceed 40 cents for a lunch and 30 cents for a breakfast; and (3) neither the child nor any member of his family shall be required to supply an equivalent value in work for the school or the school's food service.

Reimbursement means Federal cash assistance including advances paid or payable to participating schools for lunches meeting the requirements of Section 210.10 and served to eligible children.

Revenue, when applied to nonprofit school food service, means all monies received by or accruing to the nonprofit school food service in accordance with the State agency's established accounting system including, but not limited to, children's payments, earnings on investments, other local revenues, State revenues, and Federal cash reimbursements.

School means:

1. An educational unit of high school grade or under, recognized as part of the educational system in the State and operating under public or nonprofit private ownership in a single building or complex of buildings;
2. any public or nonprofit private classes of preprimary grade when they are conducted in the aforementioned schools; or
3. any public or nonprofit private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the State or a subordinate level of government, except for residential summer camps which participate in the Summer Food Service Program for Children, Job Corps centers funded by the Department of Labor, and private foster homes. The term

“residential child care institutions” includes, but is not limited to: homes for the mentally, emotionally or physically impaired, and unmarried mothers and their infants; group homes; halfway houses; orphanages; temporary shelters for abused children and for runaway children; long-term care facilities for chronically ill children; and juvenile detention centers. A long-term care facility is a hospital, skilled nursing facility, intermediate care facility, or distinct part thereof, which is intended for the care of children confined for 30 days or more.

School Food Authority (SFA) means the governing body that is responsible for the administration of one or more schools; and has the legal authority to operate the Program therein or be otherwise approved by FNS to operate the Program.

School Year means a period of 12 calendar months beginning July 1 of any year and ending June 30 of the following year.

Snack means meal served in an afterschool care program that meets the meal pattern found in Section 210.10a (j).

State Agency means the Nebraska Department of Education.

Student with Disabilities means any child who has a physical or mental impairment as defined in Section 15b.3 of USDA's nondiscrimination regulations (7 CFR part 15b).

TANF means the State funded program under part A of title IV of the Social Security Act that the Secretary of Agriculture determines complies with standards established by the Secretary of Agriculture that ensure that the standards under the State program are comparable to or more restrictive than those in effect on June 1, 1995. This program is commonly referred to as Temporary Assistance for Needy Families, although States may refer to the program by another name.

Verification means confirmation of eligibility for free or reduced price benefits under the National School Lunch Program or School Breakfast Program. Verification shall include confirmation of income eligibility and, at State or local discretion, may also include confirmation of any other information required in the application that is defined as documentation in Section 245.2(a-4).

IV. Certification and Signatures

The Superintendent or Administrator must sign this permanent agreement. The permanent agreement will remain in effect until amended by either the State agency or the SFA. The school or institution agrees to all terms contained in this document. The Superintendent or Administrator must complete items 1-6 below.

NDE requires assurance that the SFA Authorized Representative has permission of the school or institution to enter into this agreement. The person who signs as the Board President provides this assurance. One of the following persons must complete items 7-10 below:

- Schools: Board of Education President
- Non Profit Institutions: Board President

1. Printed Name of Superintendent or Administrator	2. Signature of Superintendent or Administrator
3. Title	4. School or Institution Name
5. Agreement Number (6-digit county-district #)	6. Date Signed
7. Printed Name of Board President	8. Signature of Board President
9. Title	10. Date Signed

NDE Approval

Nutrition Services Administrator	Date Signed
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The signatures above must be in ink.

Return page 18 by mail to: Nutrition Services
 (Faxes will not be accepted.) Nebraska Department of Education
 301 Centennial Mall South
 Lincoln, NE 68509-4987

AGENDA SUMMARY SHEET

AGENDA ITEM: Food Service – Adult Lunch Prices

MEETING DATE: August 2, 2004

DEPARTMENT: Business

TITLE & BRIEF DESCRIPTION: Food Service – Adult Meal Prices: The setting of adult lunch prices at a minimum of \$2.40.

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: At the last board meeting, the board adopted meal prices for 04-05. Subsequent to that meeting, the District received information from the Nebraska Department of Education (NDE) that adult lunch prices in the state should be increased to least \$2.40 per meal. The basic adult lunch price adopted by the board at its last meeting was \$2.20.

OPTIONS AND ALTERNATIVES: n/a

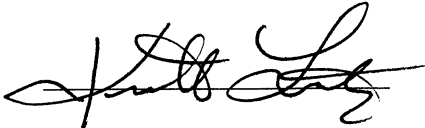
RECOMMENDATION: It is recommended that the minimum adult lunch prices for 04-05 be \$2.40 notwithstanding the previous action taken by the board regarding such prices.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate.

RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration) and Jim Stilwell (ARAMARK General Manager)

SUPERINTENDENT'S APPROVAL: 

AGENDA SUMMARY SHEET

AGENDA ITEM:

MEETING DATE: August 2, 2004

DEPARTMENT: Educational Services

TITLE AND BRIEF DESCRIPTION: Reading Recovery Interlocal Agreement with Lincoln Public Schools

ACTION DESIRED: APPROVAL X DISCUSSION ___ INFORMATION ONLY

BACKGROUND: We have been sending our Reading Recovery trained teacher, Charleen Bruggeman, to Council Bluffs Schools for continuing training for Reading Recovery. This training renews her certification as a Reading Recovery teacher and allows Millard Public Schools to use Reading Recovery materials and practices. Council Bluffs has decided to increase their fee by 300%. Most school districts that had been working with Council Bluffs have found other training sites. Lincoln Public Schools is offering the same training for \$764.34 through an interlocal agreement. The training includes six sessions of three hours each in Lincoln during the year and several visits by LPS staff to Char's classroom at Norris.

OPTIONS AND ALTERNATIVES CONSIDERED: Continue with Council Bluffs

RECOMMENDATIONS: Recommend approval to enter into interlocal agreement with Lincoln Public Schools for Continuing Contract of Reading Recovery training for \$764.34.


STRATEGIC PLAN REFERENCE:

IMPLICATIONS OF ADOPTION OR REJECTION:

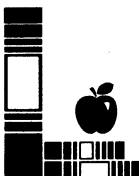
TIMELINE: N/A 2004-05 School Year

RESPONSIBLE PERSON(S): Dr. Carol Newton, Charleen Bruggeman

ASSOCIATE SUPERINTENDENT'S SIGNATURE: 

SUPERINTENDENT'S APPROVAL: 

BOARD ACTION:



Lincoln Public Schools

Curriculum Department • 5901 O Street • Lincoln, NE 68510 • (402) 436-1808 • (Fax) 436-1829

June 24, 2004

Carol Newton
Millard Public Schools
5606 South 147th Street
Omaha NE 68137-2604

Enclosed is an interlocal agreement between Lincoln Public Schools and Millard Public Schools. This agreement defines the arrangements necessary for LPS to provide Reading Recovery continuing contact training for MPS Reading Recovery teachers during the 2004-05 school year.

Your help securing board approval and the signature of your board president on this agreement will be appreciated. Please return the signed agreement to me at your earliest convenience. Once the agreement is approved and signed by the LPS board president, I will send you a copy.

Thank you for your assistance. If you have questions or need additional information, please contact me at (402) 436-1634 or e-mail me at bjacob@lps.org

Barbara Jacobson
Director of Curriculum

cc: Karen Saunders

enclosure

AGREEMENT

THIS AGREEMENT is made by and between Lancaster County School District 0001, also know as Lincoln Public Schools, hereinafter referred to as "LPS", and Douglas County 28-0017, also know as Millard Public Schools, hereinafter referred to as "MPS".

WHEREAS, the parties hereto desire to cooperate with each other on the basis of mutual advantage to provide services and facilities in a manner that will best meet the needs and development of both school districts under Interlocal Cooperation Act as set forth in Sections 23-2201 to 23-2007 R.R.S. Neb.; and

WHEREAS, LPS has staff members who have received training and developed expertise with regard to the Reading Recovery® Program; and

WHEREAS, MPS desires to have staff members receive "Continuing Contact" training in the Reading Recovery® Program as support of the Reading Recovery® program for students of MPS; and

WHEREAS, such "Continuing Contact" training can be best accomplished by the two bodies acting jointly pursuant to the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, it is agreed as follows:

1. This agreement shall commence on October 1, 2004 and continue until June 1, 2005 unless terminated by the parties as hereinafter set forth.
2. A separate legal entity will not be created, but shall be administered by one individual appointed by each party, hereinafter referred to as "the committee", who will meet as necessary to administer the program and to make appropriate adjustments in the program as may be required from time to time.

3. MPS will pay to LPS the sum of \$764.34 (\$764.34 per teacher) which shall reimburse LPS for the “Continuing Contact” training and development of 1 certificated teachers employed by MPS, and other related services hereinafter set forth. Payment of said sum shall be made upon completion of the “Continuing Contact” training and receipt of a billing from LPS on or about June 1, 2005. If additional services are required from time to time, compensation shall be determined by the agreement of the committee hereinbefore provided for.
4. LPS shall have the following responsibilities:
- A. To provide “Continuing Contact” training for ^{one}~~two~~ (1) MPS certificated teacher as follows: six (6) training session of three (3) hours for a total of 18 hours.
 - B. To make two (2) Teacher Leader on-site observation visits (one per semester) for guidance, coaching and clarification of appropriate procedures.
 - C. To provide up to five (2) hours per teacher of Teacher Leader phone consulting to the MPS Reading Recovery® Teacher.
 - D. To collect data on Reading Recovery® students for the Ohio State University, Columbus, Ohio research.
5. The responsibilities of MPS will be as follows:
- A. To provide ^{one}~~two~~ certificated teachers who are Certified Reading Recovery® teachers under this Agreement. It being expressly understood and agreed that MPS shall be solely responsible for compensation and reimbursement of expenses for the MPS teachers. MPS shall be solely responsible for any Workers’ Compensation or other employee rights of the MPS teacher assigned to receive the Reading Recovery® “Continuing Contact” training.

- B. To implement the Reading Recovery® Program according to the conditions and requirements set forth in the Reading Recovery® Guidelines for North America and the Reading Recovery® Teacher Leader.
- C. To require ~~two~~^{one} MPS certificated teachers assigned to this “Continuing Contact” training to meet ALL of the requirements for the training, including class attendance and participation.
- D. To provide all duplication of all necessary Reading Recovery® lesson materials and journal forms.
- E. To acquire written parent permission for gathering of Reading Recovery® student data and the sharing of such data with Ohio State University, Columbus Ohio, other educational entities, or for educational purposes. The written permission form signed by parents must include language specific to the parent granting permission “for the gathering of Reading Recovery® student data and sharing of such data with Ohio State University, Columbus, Ohio, other educational entities, or for educational purposes.”
6. Both parties, LPS and MPS, hereby agree to indemnify, defend, and hold the other party harmless from any and all suits, claims, and actions of any kind, including reasonable legal fees, arising out of negligence or the services and materials provide by the indemnifying party, its employees, or agents.
7. This Agreement may be terminated unilaterally during its term by either party on 30 days written notice.
8. This Agreement has been approved by the Board of Education of each of the school districts.
- IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2004.

LANCASTER COUNTY SCHOOL DISTRICT
0001, ALSO KNOWN AS LINCOLN PUBLIC
SCHOOLS

BY: _____
President of the Board of Education

DOUGLAS COUNTY SCHOOL DISTRICT
28-0017, ALSO KNOWN AS MILLARD
PUBLIC SCHOOLS

BY: _____
President of the Board of Education

AGENDA SUMMARY SHEET

AGENDA ITEM: Security Resource Officer Contract

MEETING DATE: August 2, 2004

DEPARTMENT: Pupil Services

TITLE AND BRIEF DESCRIPTION: The purpose of this contract is to provide, uniformed police officers, known as SROs, and a marked police vehicle to Millard South High School and Millard North High School.

ACTION DESIRED: Approval

BACKGROUND: The contract is with the City of Omaha. It is based on a grant written by the City of Omaha and its commitment to community policing (COPS). This is a new contract that will run for three years. The Millard District is obligated to pay a portion of the costs that starts with \$35,378.22 in 2004-2005, followed by \$30,031.16 in 2005-2006, and digresses to \$27,157.58 in the final year of 2006-2007.

OPTIONAL/ALTERNATIVE CONSIDERATIONS: N/A

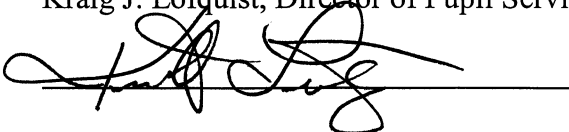
RECOMMENDATIONS: Approval

STRATEGIC PLAN REFERENCE: N/A

IMPLICATIONS OF ADOPTION OR REJECTION: The continuation of our SRO program is contingent upon this grant. Acceptance helps create a safe, secure learning environment. Rejection would truncate the program.

TIMELINE: 3 years

PERSONS RESPONSIBLE: Kraig J. Lofquist, Director of Pupil Services

SUPERINTENDENT APPROVAL: 

CONTRACT

THIS CONTRACT is entered into by and between the City of Omaha, a Municipal Corporation in Douglas County, Nebraska, organized and existing under the laws of the State of Nebraska, hereinafter referred to as "City", and:

Douglas County School District 17 (Millard Public Schools), a political subdivision organized and existing under the laws of the State of Nebraska, hereinafter referred to as "School District",

such agreement being entered into and in accordance with the provisions of Chapter 13, Article 8, of the Reissue Revised Statutes of Nebraska, as amended, the Interlocal Cooperation Act.

PURPOSE OF AGREEMENT. The purpose of this agreement is for the City to provide, through its assignment, one uniformed police officer and a marked police car to the schools premises listed below, for the School Resource Officer Program. The School Resource Officer, hereinafter referred to as "SRO", will work with the school principal(s) to help provide alcohol and drug education, maintain a peaceful campus environment, and take appropriate action regarding on-campus or school related illegal activity.

RECITALS

WHEREAS, School District 17 owns and maintains a building known as Millard North High School, located at 1010 South 144th Street, Omaha, Nebraska 68154; and,

WHEREAS, School District 17 owns and maintains a building known as Millard South High School, located at 14905 "Q" Street, Omaha, Nebraska 68137; and,

WHEREAS, the City and the School District are desirous of jointly sharing in specified costs for the assignment of one police officer to each of the above locations, as more specifically provided for below; and,

WHEREAS, it is in the best interest of the residents of the City of Omaha and the School District to maximize the conservation of financial resources in conducting such a program.

IN CONSIDERATION OF THESE RECITALS, THE PARTIES AGREE AS FOLLOWS:

1. Insurance. The City agrees to bear the costs and/or appropriately maintain its public liability and indemnity self insurance program, and statutory Workers Compensation insurance, in order to cover all actions of the police officers while engaged in the performance of this Contract.
2. Costs.

The three year federal government grant, (COPS in Schools 2003) secured for this program, will provide some funding to cover the next three school years, starting August

16, 2004 and ending at the close of the 2006 – 2007 school year for two School Resource Officers assigned to:

Douglas County School District No. 17 – Millard Public Schools

Millard North High School
Millard South High School

Financial Obligation

The parties specifically agree that the School District will pay the City the below total amounts for the two School Resource Officers:

SRO	Year 2004-2005	Year 2005-2006	Year 2006-2007
Millard North HS	17,689.11	15,015.80	13,578.79
Millard South HS	17,689.11	15,015.80	13,578.79
Totals	\$35,378.22	\$30,031.16	\$27,157.58

The City and School District agree to a three (3) year commitment to this agreement, subject to termination as provided herein. The salary is based upon top officer salary. This will include both SRO's assigned to:

Douglas County School District No. 17 – Millard Public Schools

Millard North High School
Millard South High School

The District will not pay the City for:

- a) overtime;
- b) **non-school** related expenses related to or resulting from law enforcement related activities, such as criminal investigations and responses to gang fights, assaults, arson, or court appearances.

The City shall be responsible for the SRO's compensation on days when schools are in session and the officer is not at the school assignment, unless the SRO's absence is due to attending an off campus activity at the school's request.

The City shall be responsible for the SRO's compensation on all holidays, vacation days, or sick leave days.

The City agrees to pay all other costs including training and certification.

Payment from the District to the City will be made 30 days after the end of the semester.

3. Relationship of Parties. The City shall have the status of an independent contractor for the purposes of this Agreement. The SRO assigned to the District is an employee of the City and shall not be considered employees of the school district and shall be subject to departmental control, supervision, policies, procedures, and General Orders of the Omaha Police Department. The City and the District shall govern themselves in performing this agreement through their regular employees; there being no separate governing board created for management. The property of each party hereto shall remain separate and under the control of each party.

Compensation and fringe benefits of the SRO shall be paid directly by the City and shall be in accordance with the Omaha Police Department's policies as established for its employees and as governed by law. The City shall maintain appropriate Worker's Compensation and Unemployment Insurance coverage for each police officer.

The SRO will be subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state peace officer certification. This training and certification takes place throughout the year and will necessitate the absence of the SRO. This absence will not be at the cost of the District.

4. Non-discrimination. Neither the City nor MPS shall, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious options, affiliations or national origin.
5. Applicable Laws. Parties to this Contract shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Contract.
6. Interest of the City. Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the Contract voidable by the Mayor or Council.
7. Interest of the Parties: The parties covenant that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Contract; they further covenant that, in the performance of this Contract, no person having any such interest shall be employed.
8. Merger: This Contract shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.
9. Assignment: Neither party may assign its rights under this Contract without the express prior written consent of the other party.
10. Strict Compliance: All provisions of this Contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative of the parties.

11. Authorized Representative: In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this contract and for the period of any applicable statute of limitations thereafter, the following named individuals shall be authorized representatives of the parties:

- (1) The City of Omaha
Director of Personnel
Omaha/Douglas Civic Center
1819 Farnam Street, Room 506
Omaha, Nebraska 68183
- (2) Douglas County School District 17
Millard Public Schools
5606 South 147th Street
Omaha, Nebraska 68137

12. Time and Place of Performance. City will assure that each SRO will be on the campus of their assigned school each day that school is in session during the regular school year 1/2 hour prior to the start of classes until 1/2 hour after classes are dismissed. Time spent on campus will not exceed a 7.5 hour school day. The SRO's activities will be restricted to the assigned school campus except for:

- a) Follow-up home visits when needed as a result of school related student problems.
- b) School related off-campus activities when the principal requests officer participation and approved by City.
- c) Response to off-campus, but school related criminal activity.
- d) Response to emergency law enforcement activities or court appearances.

Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor. These adjustments should be approved prior to their being required and should be to cover scheduled school related activities requiring the presence of a law enforcement officer.

13. Selection of Officers/District Responsibility: The City and the School District shall mutually agree upon the appropriate police officer for each school. The School District may request assignment of a different police officer at any time during this Contract upon written notice to the City. If the School District is dissatisfied with the performance of a police officer, the School District shall contact the police officer's sergeant or appropriate supervisor, who shall instruct the police officer to leave the school if so requested by the School District.

The District will provide the SRO with access to an office that affords security and privacy and such equipment as is necessary at the assigned school. This equipment shall include, but

not be limited to, a telephone, fax, copier, filing space capable of being secured, and access to a computer and/or secretarial assistance.

14. SRO Responsibilities: The police officers agree to be governed by the terms of the School Resource Officer Program which has been developed jointly by the Omaha Police Department and the Millard Public Schools and provides the following:

Work in concert with the school principals(s), or the school designate, meeting with the principal(s) on a weekly basis.

Provide a program of educational leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, and violence prevention, and safety issues in the school community.

Act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the officer.

Present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention, and safety.

Provide informational in-services for staff on issues related to alcohol and other drugs and the law, violence, gangs, safety, and security.

Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.

Assist in maintaining order and enforcing school policies on school property. In conjunction with school officials, the SRO will take the appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO shall advise the principal before requesting additional police assistance on campus.

Refer students and/or their families to the appropriate agencies for assistance when need is determined.

The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.

The SRO can perform other duties as may be mutually agreed upon in writing by the City and the District, provided further that nothing required herein is intended to or will constitute a relationship of duty for the assigned police officer or the City beyond the general duties that exist for law enforcement officer within the state.

15. Term: This Contract has a term commencing August 16, 2004 and terminating at the end of the 2006-2007 school year.

16. Modification and Termination: This Contract contains the full and complete understanding of the parties and may be terminated during its term by either party upon service to the other party's authorized representative of the intent to terminate at least thirty (30) days prior to the date of termination. In the event this Contract is terminated subsequent to the School District's payment of any payments due, then the School District shall receive a pro rata refund based upon the amount of time remaining, subsequent to termination, for which payment was made.

EXECUTED this ____ day of _____, 2004.

ATTEST:

CITY OF OMAHA, a Municipal Corporation

Buster Brown, City Clerk

By: _____
Mike Fahey, Mayor

EXECUTED this ____ day of _____, 2004.

ATTEST:

DOUGLAS COUNTY SCHOOL DISTRICT 17

By: _____
Superintendent/President

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AGENDA SUMMARY SHEET

AGENDA ITEM: Board and Committee Meeting Schedule

MEETING DATE: August 2, 2004

DEPARTMENT: Superintendent

TITLE AND BRIEF DESCRIPTION: A list of the board and committee meetings scheduled.

ACTION DESIRED: Approval

BACKGROUND:

OPTIONS/ALTERNATIVE CONSIDERATIONS: N/A

RECOMMENDATIONS: Approval

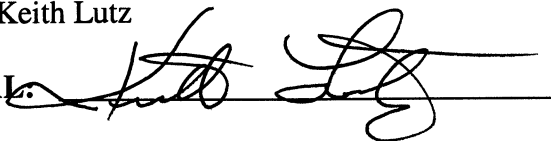
STRATEGIC PLAN REFERENCE: N/A

IMPLICATIONS OF ADOPTION OR REJECTION: N/A

TIME LINE: N/A

PERSONS RESPONSIBLE: 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 stylized and cursive.

BOARD AND COMMITTEE MEETINGS
2004-2005

August 9, 2004 – Committee Meeting
August 16, 2004 – Board Meeting
September 7, 2004 – Board Meeting
September 13, 2004 – Committee Meeting
September 20, 2004 – Board Meeting
October 4, 2004 – Board Meeting
October 18, 2004 – Board Meeting
November 1, 2004 – Board Meeting
November 8, 2004 – Committee Meeting
November 15, 2004 – Board Meeting
December 6, 2004 – Board Meeting
December 13, 2004 – Committee Meeting
December 20, 2004 – Board Meeting
January 10, 2005 – Board Meeting
January 17, 2005 – Committee Meeting
January 24, 2005 – Board Meeting
February 7, 2005 – Board Meeting
February 14, 2005 – Committee Meeting
February 21, 2005 – Board Meeting
March 7, 2005 – Board Meeting
March 21, 2005 – Board Meeting
April 4, 2005 – Board Meeting
April 11, 2005 – Committee Meeting
May 2, 2005 – Board Meeting
May 9, 2005 – Committee Meeting
May 16, 2005 – Board Meeting
June 6, 2005 – Board Meeting
June 20, 2005 – Board Meeting
July 11, 2005 – Board Meeting

No Committee Meeting on October 11, 2004 due to NFUSSD Conference

No Board Meeting on January 3, 2005 due to Holiday Break

No Committee Meeting on March 14, 2005 due to Spring Break

No Board Meeting on April 18, 2005 due to NSBA Conference

No Committee Meeting on June 13, 2005 due to Millard Public Schools Foundation
Golf Outing

Enclosure H.10.
August 2, 2004

AGENDA SUMMARY SHEET

MEETING DATE: August 2, 2004

DEPARTMENT: Human Resources

ACTION DESIRED: Approval

BACKGROUND: Personnel items: (1) New Hires (2) Resignations, and (3) Contract Amendments

OPTIONS & ALTERNATIVES: NA

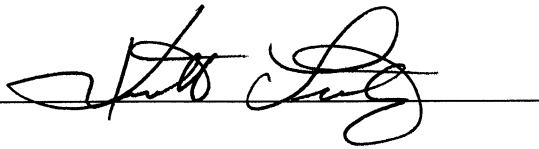
RECOMMENDATION: Approval

STRATEGIC PLAN REFERENCE: N/A

IMPLICATIONS OF ADOPTION OR REJECTION: N/A

TIMELINE: N/A

RESPONSIBLE PERSON: Dr. Kirby Eltiste

SUPERINTENDENT APPROVAL: 

August 2, 2004

AMENDMENT TO CONTINUING CONTRACTS

Recommend: amendment to the following contracts:

1. Susan Johnson – READ Teacher at Rohwer Elementary School. Amend contract from 100% to 50%.
2. Pam Fleury – Vocal Music Teacher at Kiewit Middle School. Amend contract from 57% to 60%.
3. Bridget Kowal – Middle School Counselor at Russell Middle School. Amend contract from 50% to 55%.

August 2, 2004

RESIGNATIONS

Recommend: the following resignations be accepted:

1. Garry Banning—Sped Resource Teacher at South High School. He is resigning due to family responsibilities. Resignation is effective at the end of the 2003/04 school year.
2. Jeff Dahms—Science Teacher at Andersen Middle School. He is resigning to take a management position outside of education. Resignation is effective at the end of the 2003/04 school year.

August 2, 2004

TEACHERS RECOMMENDED FOR HIRE

Recommend: the following teachers be hired for the 2004-05 school year:

1. Sarah Aschenbrenner – Step 2, BA – University of Nebraska at Omaha. Instrumental Music teacher (.5) with buildings to be determined. Previous experience: Plattsmouth, NE (2003/04)
2. Carrie Kosmicki – Step 1, BA – College of St. Mary. Montessori Preschool teacher (.5) at Montclair Elementary School.
3. Kimberly Parkhurst – Step 3, BA – University of Northern Iowa, Cedar Falls, IA. First grade teacher at Norris Elementary School. Previous experience: Lincoln, NE (2002/04)
4. Heather Walla – Step 11, MA – Fort Hays State University, Hays, KS. Speech Pathologist at Holling Heights Elementary School. Previous experience: Hastings, NE (1990/95); Waverly, NE (1995/2001); Valley, NE (2001/04)
5. Tami Maldonado-Mancebo – Step 11, MA+30 – University of Utah, Salt Lake City, UT. Sped Resource teacher (.5) at Central Middle School. Previous experience: Crownpoint, NM (1987/88); Pleasant Grove, UT (1991/96); Orem UT (1996/99); Gallup, NM (1999/2002)
6. Tara Jurena – Step 1, BA – Doane College. Kindergarten teacher at Neihardt Elementary School (Short-term).

BOARD OF EDUCATION MEETING – AUGUST 2, 2004

Lined area for notes or minutes.

AGENDA SUMMARY SHEET

AGENDA ITEM: Construction Report

MEETING DATE: August 2, 2004

DEPARTMENT: Business

TITLE & BRIEF DESCRIPTION: Construction Report – An update on construction projects in the District.

ACTION DESIRED: Approval ___ Discussion ___ Information Only x

BACKGROUND: Ed Rockwell will be present to give the board an update on the status of construction projects (including Elementary #23) in the District.

OPTIONS AND ALTERNATIVES: n/a

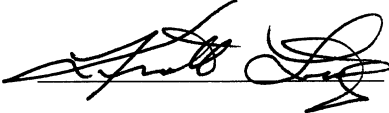
RECOMMENDATION: n/a

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: n/a

RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration) and Ed Rockwell (Purchasing and Projects Manager)

SUPERINTENDENT'S APPROVAL: 

AGENDA SUMMARY SHEET

AGENDA ITEM: Food Service – Year End Report

MEETING DATE: August 2, 2004

DEPARTMENT: Business

TITLE & BRIEF DESCRIPTION: Food Service – Year End Report: The report from the ARAMARK General Manager about the results of the recently completed year and the plans for the coming year.

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: Although Jim Stilwell would like to focus his report on “food,” the board is probably also interested in the status of the “contract guarantee.” In that regard, at the time of preparation of this summary sheet, the District’s position was that ARAMARK owed the District \$222,842 computed as follows:

Contract Guarantee (1/2 year)	\$ 242,233
Operating Loss (Jan. – July)	+ 64,727
Commodity Allowance	- 37,692
Commodity Delivery/Admin.	- 9,760
Commodity Processing	- 32,614
Laundry Services	- 4,052
Guarantee Balance	\$ 222,842

In the RFP the District provided some estimates related to commodities (and certain other expenses) and all of the vendors were required to use these numbers in their proposals (in order to provide an apples-to-apples comparison between the vendor proposals). Although most of the numbers provided by the District were very close to the estimates, the District’s numbers related to commodities were a little high. Thus, the required adjustment in the guarantee.

The adjustment related to the laundry services resulted because the District had committed to a year-long contract that was higher than the price ARAMARK was able to secure through its bidding process. Since ARAMARK could not use its contract, an adjustment for the added expense they incurred needed to be made.

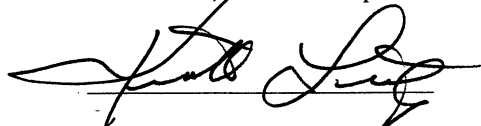
There was another issue related to the number of serving days. The District’s RFP and contract provided for one more day of service (read that as “income producing day”) than actually occurred. This would have resulted in an additional adjustment (downward) in the guarantee, however, ARAMARK (as of the time of preparation of this summary sheet) agreed to accept the District’s computations noted above if the District would consider accepting the balance in equipment purchases (rather than cash). Presumably, the reason they would prefer this arrangement is related to financial accounting (i.e., the equipment purchased for the District could be depreciated on ARAMARK’s books over a period of years rather than taking it as a loss in one year only).

Although the specifics of the “equipment in lieu of cash agreement” have not yet been finalized, the arrangement would probably produce similar results to receiving cash (i.e., the District has new equipment to install and used equipment that needs to be replaced anyway). Thus, at this time, we are inclined to support this arrangement.

TIMELINE: Immediate.

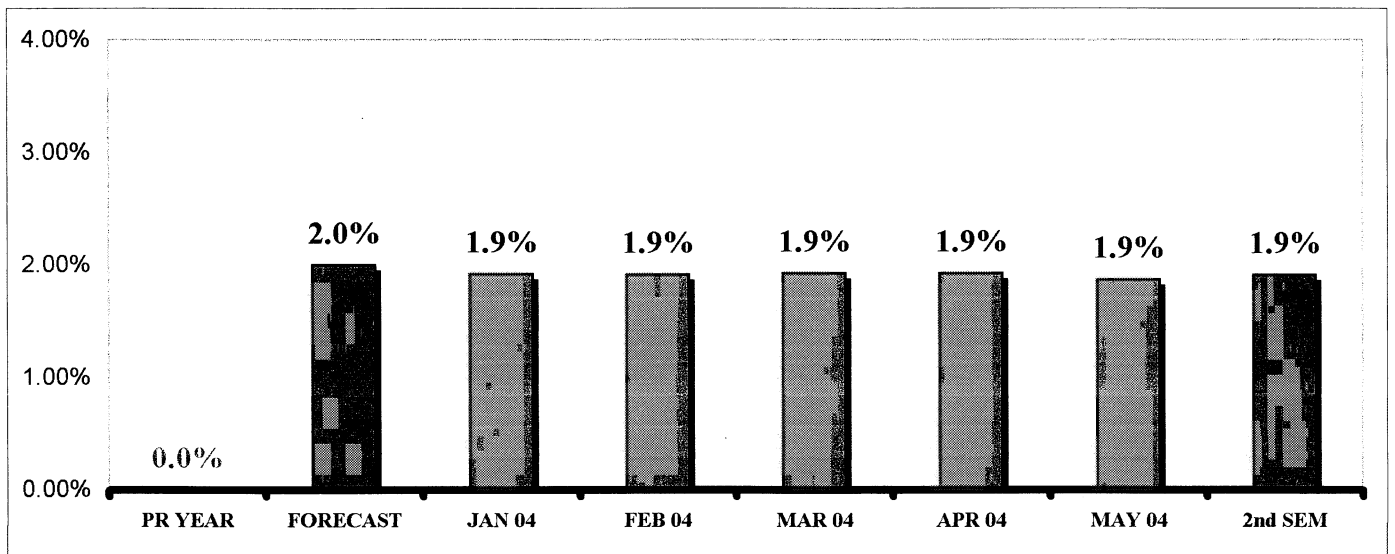
RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration)

SUPERINTENDENT’S APPROVAL:





Financial Summary
2004 Second Semester

ARAMARK Fees as a Percentage of Sales**Millard Public Schools****Plan 96.0%****Discussion and Action Plan**

ARAMARK Fees are contractually negotiated. In the RFP, Millard Public Schools requested a Fee contract. ARAMARK was the successful bidder, with the closest company \$70,000 higher in annual fees.

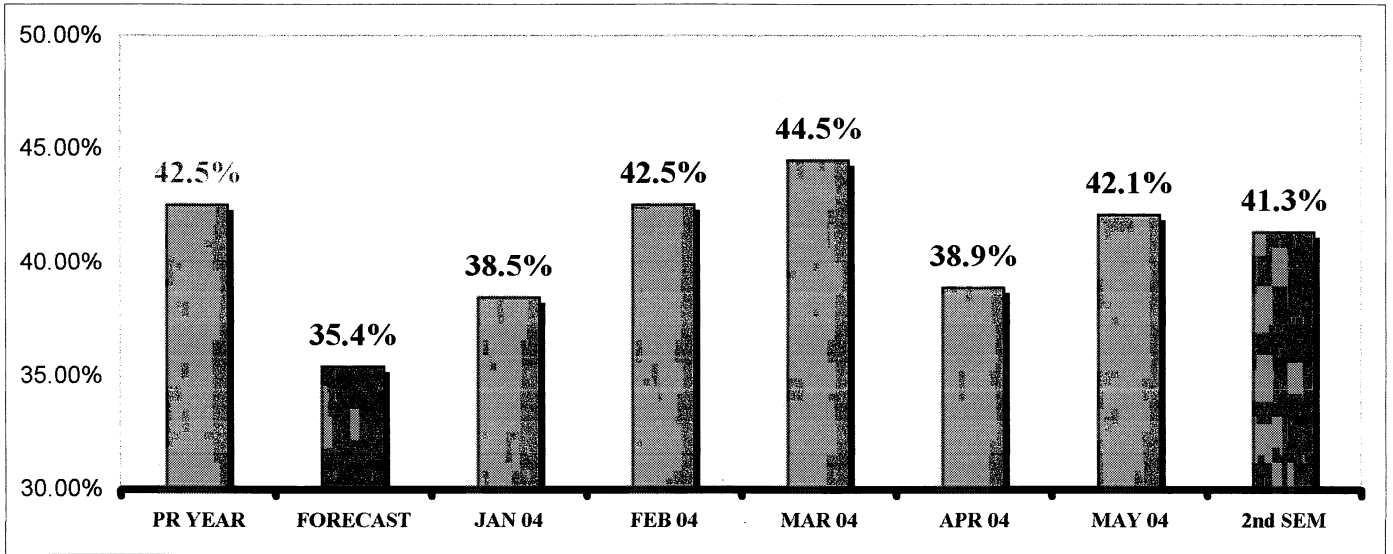
ARAMARK's overhead is offset by their fees. ARAMARK is paid a total of \$.0348 per reimbursable lunch or breakfast meal or equivalent meal served. An equivalent meal is \$1.70 in equivalent sales. Equivalent sales are student a la carte, all adult sales, catering and vending sales.

ARAMARK missed its targeted fees not because of too few meals served, but because of the combination of the meals served. At the High Schools, the department raised lunch participation by 219%. This growth out surpassed our expectations. The selling price of many of the High School lunches are greater than the equivalency factor of \$1.70. More of ARAMARK's fees were based upon the \$2.35 and \$2.70 lunches and less on the equivalent meal of \$1.70. Because the fee is a fixed amount per meal, the total fees were lower than anticipated. This represented a cost saving to the District.

Action Plan Item	Date	Impact (\$)
Total Impact		\$0

Food Cost as a Percentage of Sales

Millard Public Schools



Plan 117.3%

Discussion and Action Plan

Food Cost is the cost of all purchased food products used in the food service program. The cost is based upon usage instead of purchases. ARAMARK purchases all food on behalf of the District and subsequently passes the cost on to the District as the food is used in production.

Food cost is a large portion of the department's budget and unfortunately it was an area where our targets were missed.

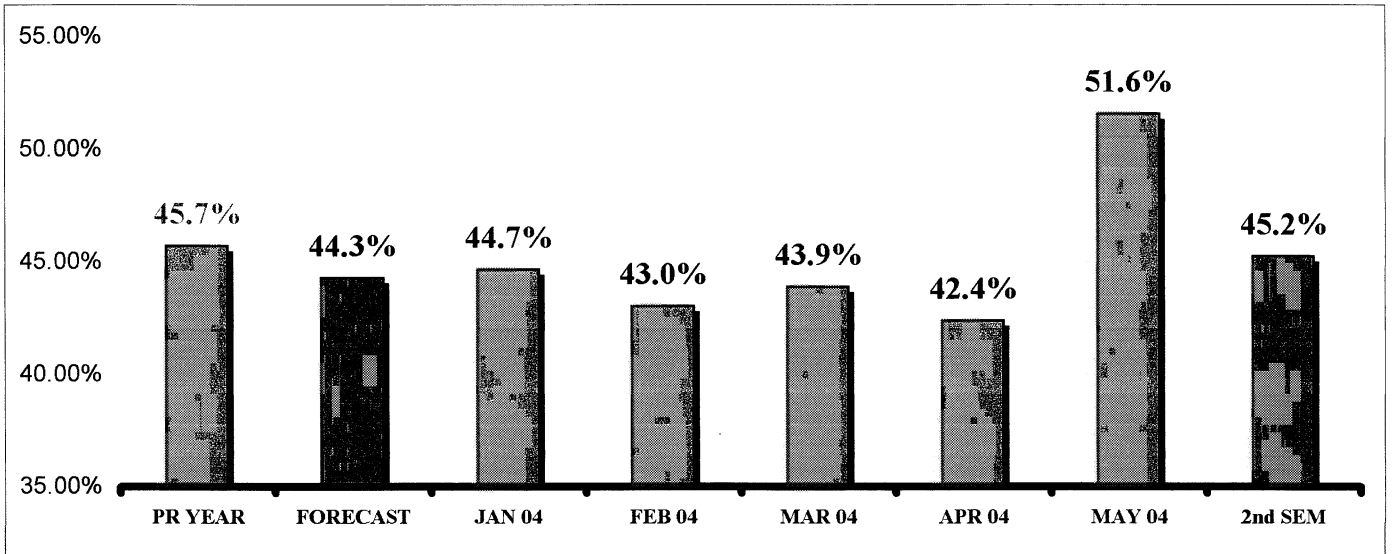
Many factors contributed to missing our target. First and foremost, our budget was written with a complete school year starting in August in mind - a school year that would have summer months preceding our start. This would have allowed ARAMARK suppliers to be put in place, and front-line cost control training to have occurred. Secondly, because the District never formally ended contracts with its suppliers, ARAMARK was forced to use these suppliers through February and absorb their warehouse inventory of "Millard-specific" items. Thirdly, much more than half the year's commodity allotment was used in the first semester. This alone added between 1-2% points to food cost.

Compared to last year, ARAMARK was able to reduce food cost without sacrificing quality.

Action Plan Item	Date	Impact (\$)
Total Impact		\$0

Labor Cost as a Percentage of Sales

Millard Public Schools



Plan 102.6%

Discussion and Action Plan

Labor Cost is the sum of the salaries, wages, payroll taxes and benefit costs of the food service department. The costs include ARAMARK payroll of one Food Service Director and one Assistant Food Service Director. Millard labor includes two assistant Food Service Directors, 31 Building Managers, one Secretary and 150 combined positions of department heads, bakers and kitchen helpers.

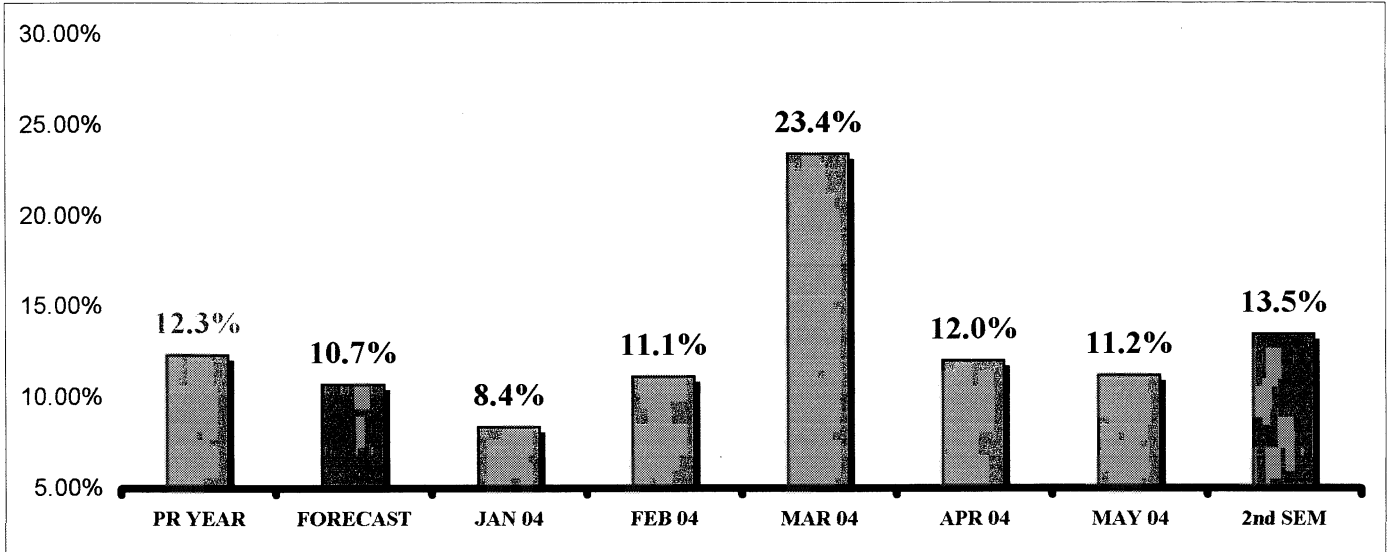
ARAMARK labor fell within the budgeted amounts and Millard payroll exceeded \$26,994. Labor cost was accrued for the semester. The over-budgeted amount was added to May, distorting the graph above.

Compared to prior year, labor cost was lowered by half a point.

Action Plan Item	Date	Impact (\$)
Total Impact		\$0

Direct Cost as a Percentage of Sales

Millard Public Schools



Plan 126.4%

Discussion and Action Plan

Direct Costs are all non-food and non-labor expenses.

The largest portion of these expenses are paper and chemical supplies. Other expenses include commodity delivery, warehousing and processing.

In both of these areas, actual expenses were higher than anticipated. Paper supplies were incorrectly estimated - it was assumed that more buildings utilized their dish rooms for service items. The costs of commodities includes the processing of raw USDA donated items.

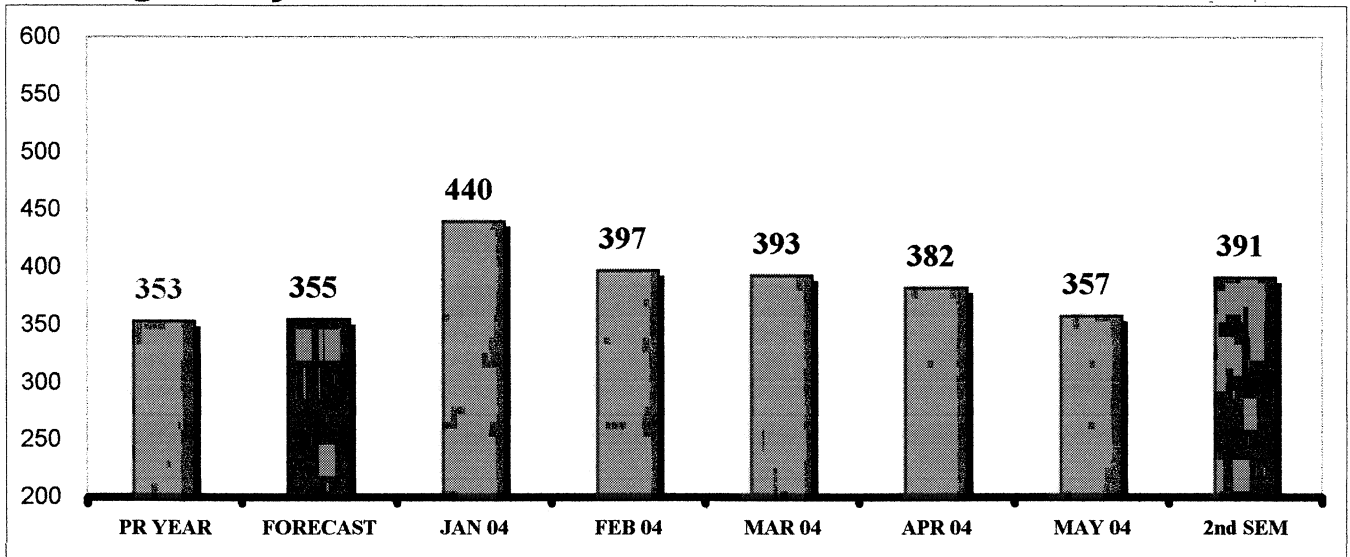
These costs were not budgeted as Direct Cost items.

The March numbers are skewed because January thru March High School commissions as well as USDA payments were all made in during that month.

Action Plan Item	Date	Impact (\$)
Total Impact		\$0

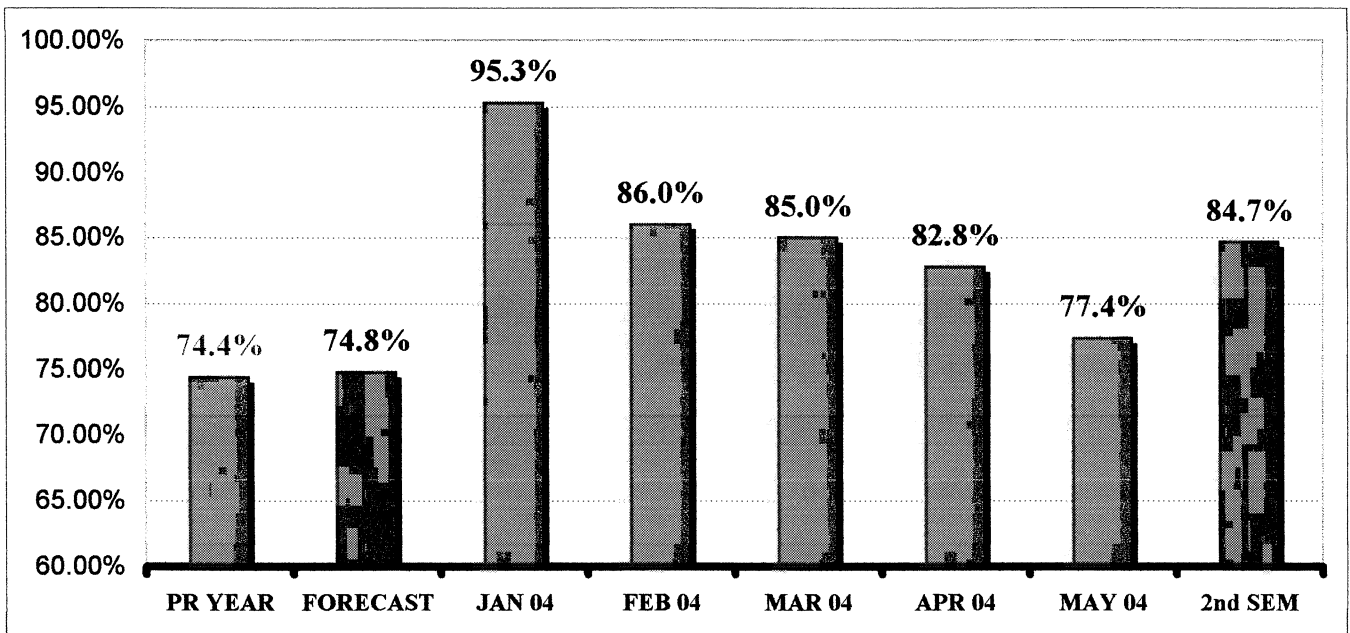
Average Daily Reduced Lunch

Millard Public Schools



Plan 110.1%

Participation



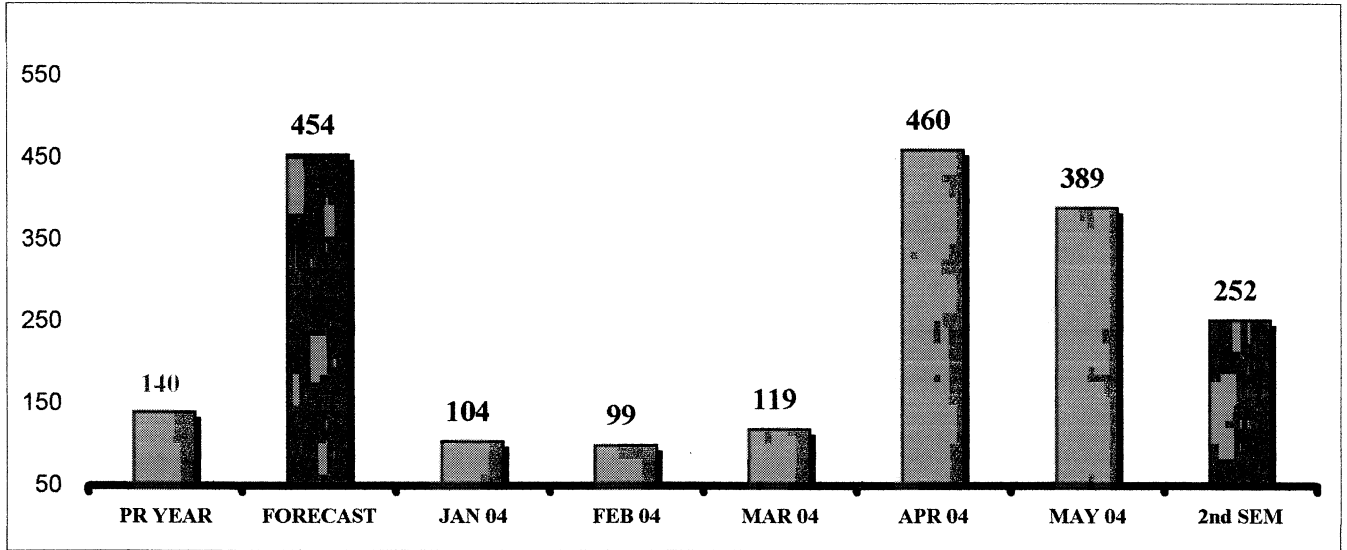
Discussion and Action Plan

Throughout the semester, we direct marketed our Reduced-Priced students to make sure that they didn't also qualify for Free Lunch. The declining numbers show the movement to Free Lunch.

Action Plan Item	Date	Impact (\$)

Average Daily Breakfast Meals

Millard Public Schools



Plan 55.5%

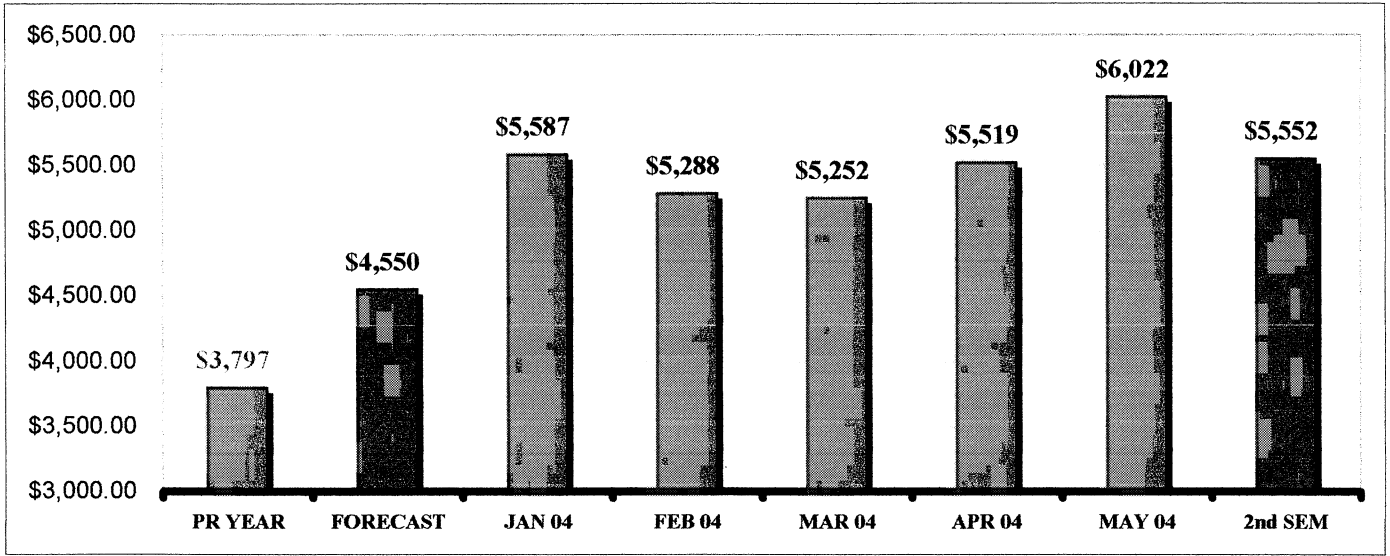
Discussion and Action Plan

Prior to April, breakfast was only available at Cody and Bryan. During April, we opened breakfast at four new elementary buildings and three middle schools. More buildings are planned for next year.

Action Plan Item	Date	Impact (\$)
Total Impact		\$0

Average Daily Reimbursement

Millard Public Schools



Plan 122.0%

Discussion and Action Plan

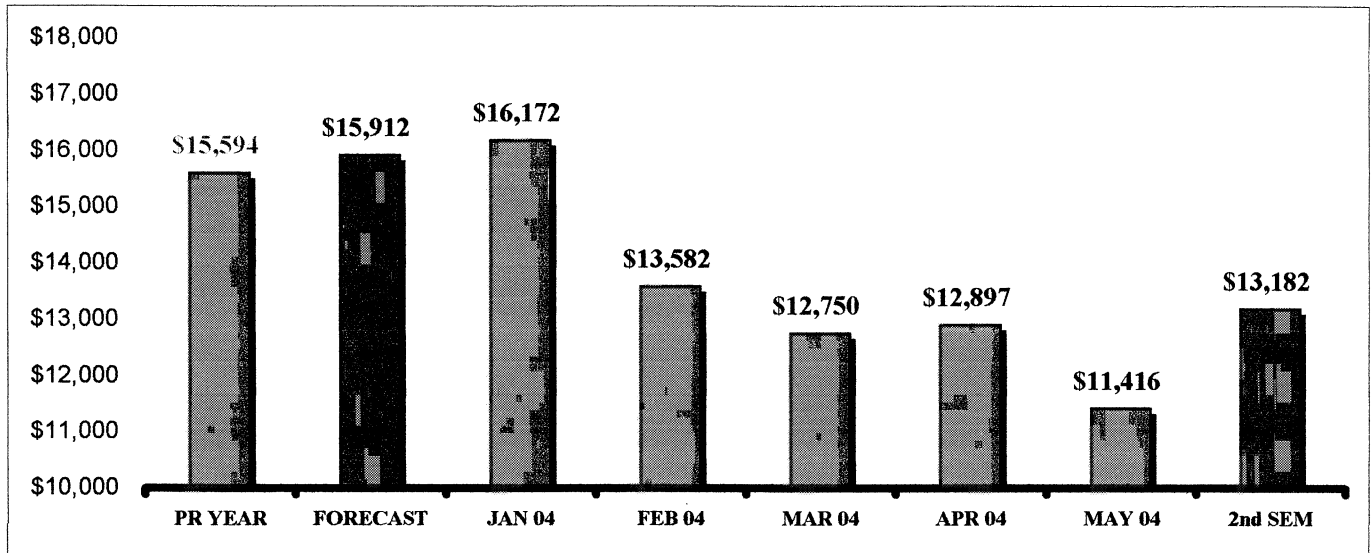
Current Federal and State Reimbursement Rates:

As stated earlier, maximizing participation in the school lunch and breakfast programs adds to the reimbursements from the federal and state governments. During the second semester, we have been able to increase this "free" revenue by 46% over prior year.

Action Plan Item	Date	Impact (\$)
Total Impact		\$0

Average Daily Student Equivalent Sales

Millard Public Schools



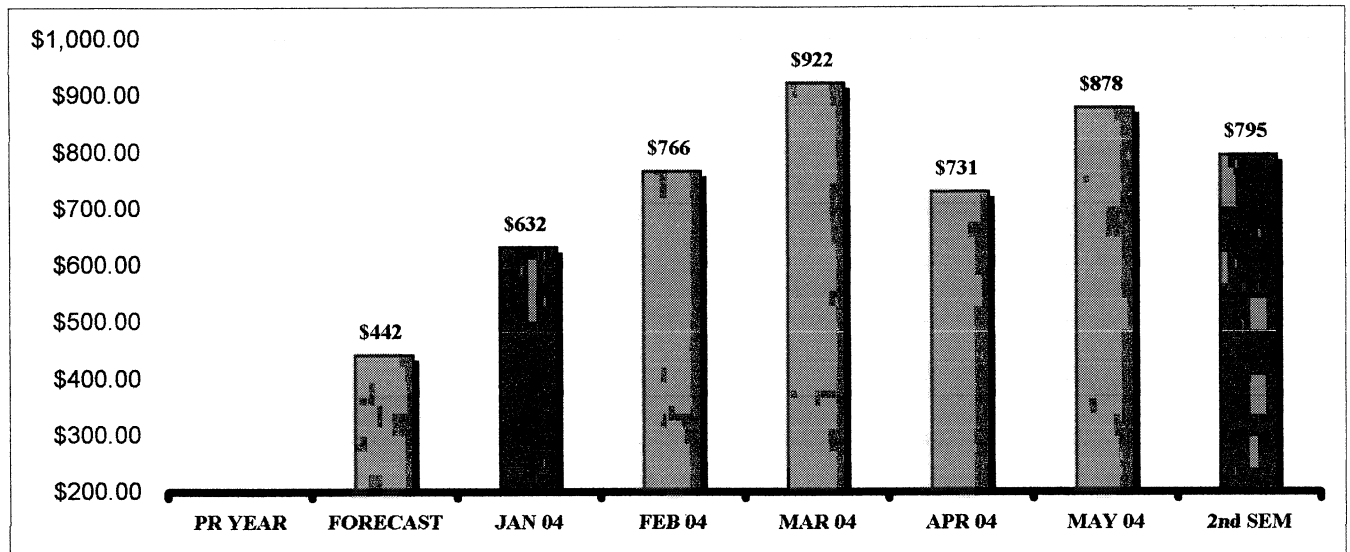
Plan 82.8%

Discussion and Action Plan

For the second semester, our focus remained on the reimbursable meal programs. A la carte sales remained an important part of our program, but it wasn't our highest priority.

A la carte sales are all student purchases that are not a complete lunch or breakfast. They would include meal components, snack items and beverage purchases. Moving forward, we understand the needs of our students in regard to these types of purchases and we will adjust our focus accordingly.

Action Plan Item	Date	Impact (\$)
Total Impact		\$0



Plan 179.7%

Discussion and Action Plan

The category represents adult and catering sales.

Although the graph above suggests that there were no adult or catering last year, that was not the case. In the RFP, these sales were included in a la carte sales.

Our level of student participation is approaching a point where growth will become more and more difficult. We are viewing this category as an opportunity of growth. In the future, we will expand our services to include a staff menu and expanded catering.

Action Plan Item	Date	Impact (\$)
Total Impact		\$0

Enclosure I.3.
August 2, 2040

AGENDA SUMMARY SHEET

AGENDA ITEM: NASB Legislative Resolutions

MEETING DATE: August 2, 2004

DEPARTMENT: Superintendent

TITLE AND BRIEF DESCRIPTION: The resolutions were developed by the NASB
Legislative Committee

ACTION DESIRED: Discussion

BACKGROUND:

OPTIONS/ALTERNATIVE CONSIDERATIONS: N/A

RECOMMENDATIONS:

STRATEGIC PLAN REFERENCE: N/A

IMPLICATIONS OF ADOPTION OR REJECTION: N/A

TIME LINE: N/A

PERSONS RESPONSIBLE: Julie Johnson, Linda Poole and Brad Burwell

SUPERINTENDENT'S APPROVAL: 

2004 Legislation Committee Possible Topics for Resolutions

1. School Organization – Class VI & Class 1 they serve as a regional high school system; Affiliated Class 1 schools
2. ESU Organization – How many units we need to serve the state? Governing structure.
3. Essential Education – state standards and assessment, implementation of NCLB
4. Make-up of school boards – how many members serve on the local board, and the options available to communities by statute (12, 9, 7, 6)
5. Soda Contracts – national health and nutrition push because of the alarming number of overweight children.
6. Tax Anticipation Note – state aid intercept provision in law for repayment if a school district defaults on the bonds.
7. Property Tax wealth for calculating state aid – adjusted valuation vs. assessed valuation.
8. Expenditure limit (\$40,000) for construction, remodeling, or repair of building without having to advertise for bids.

NASB 2005 Proposed Resolution or Standing Position

A

Topic: Children's Vision & Learning

Board: Legislative Committee

This is a Resolution.

Proposed Resolution or Position: The Nebraska School Boards Association recognizes that vision acuity and functionality are fundamental to learning and supports efforts to establish broader assurances that all children are visually prepared to learn.

Rationale: Children deserve to enter school fully prepared to gain the knowledge and skills that will remain with them their entire lives. Unfortunately, too many children begin their education at a significant disadvantage, - they enter school with an undiagnosed vision impairment that affects their ability to learn. Situations such as these can be avoided.

Statistics show that 80% or more of all learning during a child's first 12 years depends on vision. Yet, 20% of all kindergartners have a vision problem that impacts their ability to learn, and the majority of those are undiagnosed. Based upon approximately 24,000 children entering kindergarten annually, this calculates to 4,800 Nebraska children each year who have a vision problem impacting their ability to learn.

Only 14% of Nebraska children under age 5 have ever had an eye exam sufficient to test for the range of problems and deficiencies that can adversely impact learning. Research also indicates that among the 20 percent of school age children who have a learning disability in reading, 70 percent of them have some form of visual impairment, such as ocular motor, perceptual or binocular dysfunction, that may be interfering with their reading skills. Consider the cost savings to Nebraska's schools, if these students no longer needed remedial education services or needed a lesser level of services.

Contact person: Mark Blackledge, OD Phone: (308) 532-1753

B

Topic: ESU Reorganization

Board: #ESU #15

This is a Resolution

Proposed Resolution or Position: NASB urges the Legislature to oppose Amendment 3575 attached to the LB1206 school organization plan. This Legislative proposal was introduced by Senator Ron Raikes in the 2004 session. On July 1, 2006 the eighteen ESUs would be merged into six ESU areas similar to community college areas. If this were to happen, the Mid-Plains area would take in ESU #15, ESU #16, ESU #17, and part of ESU #10. The area would be 22 counties stretching from the Kansas to South Dakota borders.

Rationale: This proposal does not appear to have any significant advantages but will require increased transportation costs, transportation time, and create an area very difficult to manage. The scope of ESU programs does not even resemble the college mission. Using the college area boundaries doesn't make sense. Board member elections by district will cause counties to lose local control-taxation without representation. Board elections will be dominated by heavier populated areas. Board member travel for such a large area will be prohibitive. If offices are closed, sale of individual until property will be very difficult in areas like Trenton. In protecting taxpayers interest, ESU #15 would be lucky to recoup \$.10 on a dollar spent.

C

Topic: Student Safety

Board: ESU #15

This is a Resolution.

Proposed Resolution or Position: NASB urges the Legislature to investigate the safety issue of maintainers grading on the wrong side of the road facing oncoming traffic.

Rationale: Several years ago, a student from Dundy County was killed when her sister's vehicle had a head-on collision with a maintainer driving toward her on a hill.

Contact Person: Jerry Fries

Phone: (308) 423-2872

D

Topic: ESU Board Vacancy

Board: ESU #15

This is a Resolution.

Proposed Resolution or Position. ESU board members should be subject to the same statutory provisions as school board members relating to board meeting attendance.

Rationale: ESU governing board members should have the same requirements as the public school governing boards they serve.

Contact Person: Jerry Fries

Phone: (308) 423-2872

E

Topic: School Board member/numbers

Board: Dundy County

This is a Resolution.

Proposed Resolution or Position: NASB supports giving communities and school board the option of selecting the number of governing board members between six and nine.

Rationale: Each community and school district is different, and should have the ability to choose the number of school board members that works best for them.

Contact Person: Tom Roundtree

Phone: (402) 395-2134

F

Topic: Funding of K-12 Education

Board: Lincoln Public Schools

Proposed Resolution or Position: The NASB supports a statewide school finance system that efficiently and effectively allocates money to adequately meet diverse student needs while preserving and replenishing revenues and budget growth options that have historically been available to equalized K-12 public school districts.

Rationale: A well-educated citizenry is fundamental to the future development of Nebraska. If Nebraska is to provide all students with an opportunity to become well-educated citizens by adequately meeting the academic standards established by the State Department of Education, restoring funding to the State's General Fund for K-12 public schools must be a priority. Shortchanging student learning is a bad idea in the short-term, but will carry serious consequences over the long-term with respect to future state growth.

Contact Person: Lillie Larsen

Phone: (402) 436-1815

G

Topic: Standards and Assessment Accreditation Requirements

Board: York Board of Education

This is a Resolution.

Proposed Resolution or Position: Whereas the STARS program was established by the Nebraska Department of Education after the 2000 legislative session in response to LB 821 which established the requirements and general procedures for the implementation of standards, assessments and accountability reporting for public school districts in Nebraska and

Whereas the STARS program allows for educational standards to be developed locally allowing for some control of educational content on the local level and

Whereas school boards believe that decisions regarding curriculum are best left on the local level and

Whereas the implementation and ongoing maintenance of the STARS standards and the rigors of the reporting process have taken an undue amount of staff time and school district resources over the last three years and

Whereas this has curtailed the efforts of local school districts and their staffs to engage in meaningful staff development in areas not related to the requirements and maintenance of the STARS program and

Whereas we feel that this has and will continue to hurt the educational opportunities of students in Nebraska schools by not allowing teachers the time needed for staff development outside of that needed to keep current on the every changing needs of the STARS program

Therefore be it resolved that the Nebraska Association of School Board petition the Nebraska Department of Education and the Legislature of the State of Nebraska to defer any current or proposed changes to the requirements of the STARS program for a period of three years, allowing schools the time to acclimate to the overwhelming requirements of this program thereby giving educators the opportunity for staff development in areas outside of the standards.

Contact person: Pat Hotovy

Phone: (402) 362-6655

AGENDA SUMMARY SHEET

AGENDA ITEM: New Frontier Evaluation

Meeting Date: August 2, 2004

Department: Planning & Evaluation

Title and Brief Description: As required by board policy, we have evaluated this program for five years.

Action Desired: Approval Discussion Information Only

Background: This evaluation consists primarily of longitudinal data comparing New Frontier students with similar students who did not receive program services. The students in this comparison group were students who were identified as being "at risk" by staff in the two middle schools that feed into South High, but who declined to enroll in the program. The groups were initially comparable (in 8th grade) on attendance, discipline, and measures of student achievement. This year was the first year that we were able to track New Frontier students and the comparison students from 9th grade to graduation. Consistent significant differences have not been found favoring the students in the program. Based on the multi-year analyses, the program does not appear to be making a significant difference in student outcomes. The recommendation was that the New Frontier Program be considered with other strategic options for serving at-risk students, as part of the new plans that are being developed.

Options/Alternatives Considered: Continue the program as is, or modify and integrate with new strategic plans.

Recommendations: Modify/revise the program, per new strategic plans.


Strategic Plan Reference: New strategies 7 & 8.

Implications of Adoption/Rejection: N.A.

Timeline: Integrate program needs into new plan development.

Responsible Persons: John Crawford and Patrick Irwin for evaluation; Jon Lopez and others for program.

Superintendent's Signature:



New Frontier Program Evaluation

Overview

This year marked the completion of the sixth year of the New Frontier program at South High. This program began in the 1998-99 school year, with a focus on students who had been predicted as being “at risk” of dropping out or of not being successful in high school. The predictive profile of students considered “at risk” is that they are failing classes, exhibiting behavior problems in school, having attendance problems and/or having difficulty getting to school or class on time. The program was designed as a 2-year, 9th and 10th grade intervention for the identified students. New Frontier typically serves 50 to 55 students at the start of the year (the number in the spring is less).

The students attend five of their eight periods in the program. In the 2003-04 year, these five classes were all at the ninth grade curriculum level. They included: English 9, American History, Integrated Physical Science (IPS), Career Education and a math class. Three levels of math classes are offered for students to take, based on their prior courses taken. The New Frontier students join the general population for lunch and then finish their remaining elective classes with the South High population. Every other year, the program curriculum shifts to the other grade’s curriculum (9th vs. 10th), so that students who stay in the program two years will get both 9th and 10th grade curriculum (although half of the students go through the sequence in reverse order).

Currently, there are four FTE certified teachers teaching in the program and a (.5 FTE) para-professional assisting them. One of the counselors is assigned all of the New Frontier and the Next Frontier (11th and 12th graders still at South High) students, in addition to being the school’s community counselor. The students assigned to this counselor include the students who are currently in the program as well as the students who have completed the program. The

counselor holds regular meetings with the students to discuss personal and school-related issues and to monitor their progress.

The program teaches the students core skills and “target” behaviors. These “target” behaviors are: completing homework, eliminating tardies, bringing supplies to class, having positive peer relations, and eliminating truancies. Core skills address communication strategies, intended to foster successful communication with others in and outside of class.

This evaluation consists primarily of longitudinal data on students served in the program. For the 2000-01, 2001-02, 2002-03 and the 2003-04 school years it has been possible to analyze a comparable “no-intervention” group. The students in this comparison group are students who were identified as “at risk” students by the two middle schools that feed into South High, but who declined to enroll in the program. These students who chose not to attend the program had substantially the same profile as the students who entered the program.

The following studies are reported as part of this evaluation:

- Study 1: Students served in 2000-01 as 9th grade students and in 2001-02, as 10th graders, who exited the program and were in the district as 11th graders (in 2002-03) and are 12th graders (in 2003-04) and are compared against a matched group of students.
- Study 2: Students served in the program for two years, 9th graders (in 2001-02) and 10th graders (in 2002-03) and were in the district as 11th graders (in 2003-04) are compared against a matched group of students.

New Frontier Evaluation, June 2004

Study 1: Matched comparisons of students in the program in both 2000-01 and in 2001-02 with similar non-program students.

New Frontier “Study 1” is designed to allow the possibility of inferring program effects. It involves comparing students in the program with similar “at risk” students who declined participation in the program. Students are recruited for the New Frontier program based on 8th grade data and staff recommendations. In spring of 1999-00, there were forty-five 8th graders invited to enroll in the New Frontier program. Twenty-two parents and their students chose NOT to participate. These students who chose not to participate can be used as a comparison group, over the next three years, to see if the New Frontier program does, in fact, increase the likelihood that students will graduate.

For the purpose of this evaluation we will consider the two groups to be similar (based on the 8th grade data). Analysis of 8th grade data prior to program implementation showed the program students and non-program students to be comparable.

Indicator from 8th Grade (“Pre-Data”)	In New Frontier	Not in Program
Proportion of Grades that are C or higher	0.944	0.911
Behavior Infractions per student	3.43	3.09
Unexcused Tardies per student	0.19	2.09
Unexcused Absences per student	0.76	2.61

Significance tests showed that the pre-difference on tardies was marginally statistically significant. New Frontier students’ grades and behavior infractions were slightly higher and the non-program students’ absences were higher (although non-significantly).

The following analyses compare the students who attended New Frontier to the students who did not attend the program (i.e., the “matched” comparison group) using 2003-04 12th-grade data.

School year	New Frontier Count	Matched Student Count	New Frontier Percent	Matched Student Percent
Start of the 2000-01 year as 9 th grade students	23	22		
Total Number of students who dropped out	4	3	17.39	13.64
Number of students transferred / Moved	5	6	21.74	27.27
Institutionalized / Jail / ALPHA	2	1	8.70	4.54
Did not return to New Frontier	3	N/A	13.04	N/A
Graduated Early	1	1	4.35	4.55
Number of students in School 05/24/2004	8	11	34.78	50.00

The enrollment data from the 2000-01 to the 2003-04 school years shows that the New Frontier program had four students who dropped out and the matched students with three dropouts. The New Frontier dropout rate was 17.39% (4 out of 23) and the rate for the matched students was 13.64% (3 out of 22) this difference is not statistically significant.

Behavior

School year	2000-01 New Frontier	2000-01 Matched Student	01-02 NF	01-02 MS	02-03 NF	02-03 MS	03-04 NF	03-04 MS
Grade level of students	9 th	9 th	10 th	10 th	11 th	11 th	12 th	12 th
Average # of infractions per student	3.65	1.82	8.50	4.47	8.09	5.81	3.00	9.00
SD					11.18	6.45	3.28	15.25
Effect Size					-.3531		0.39344	

The prior table shows that the New Frontier students have been consistently higher in the number of infractions per student for the past three years. However, in the 2002-03 year, the difference was less than in prior years. The difference in infractions is not statistically significant, but it does represent a “medium” effect size. In the 2003-04 year the New Frontier students had fewer infractions than the matched students. That difference also is not statistically significant, but it does represent a “medium” effect size, favoring the program students.

Attendance

School year	2000-01 New Frontier	2000-01 Matched Student	01-02 NF	01-02 MS	02-03 NF	02-03 MS	03-04 NF	03-04 MS
Grade level of students	9 th	9 th	10 th	10 th	11 th	11 th	12 th	12 th
Average # of days missed per student	11.60	11.89	20.20	17.94	21.86	19.31	12.13	12.55
SD					21.23	15.04	5.67	10.18
Effect Size					-0.1695		0.04126	
Average # of tardies per student	17.83	10.59	17.75	17.53	18.90	14.81	4.50	4.00
SD					22.34	11.77	6.26	5.33
Effect Size					-0.3475		-0.09381	
Average # of days suspended per student	5.96	3.70	11.86	1.38	6.09	2.69	0.00	1.27
SD					11.55	5.13	0.00	2.97
Effect Size					-0.6628		0.42761	

In the 2002-03 year, the matched students and the New Frontier Students do not differ significantly across the attendance variables. Although the differences are not statistically significant, there is a “medium” size effect for tardies in 2002-03 and for suspensions in 2003-04. In the 2003-04 school year the New Frontier had a slightly higher average number of tardies per student, but had a lower average on days missed and suspensions. There is a “medium” size

effect for suspensions, with the matched students higher - - i.e., there were meaningfully fewer suspensions in the New Frontier program.

Achievement: Grades and ELO scores

School year	2000-01 New Frontier	2000-01 Matched Student	01-02 NF	01-02 MS	02-03 NF	02-03 MS	03-04 NF	03-04 MS
Grade level of students	9th	9th	10th	10th	11th	11th	12 th	12 th
Percentage of Cs or better	67.65%	48.94%	58.51%	48.92%	52.10%	51.83%	66.11%	63.32%
Percentage of either Ds or Fs	32.35%	51.06%	41.49%	51.08%	47.90%	48.17%	33.89%	36.68%
SD (proportion)					.2786	.2518	.32511	.26563
Effect Size					0.01072		0.10503	

The data on student grades for the 2002-03 and 2003-04 school year indicate that the New Frontier students had a slightly higher percent of “Cs or better” compared to the non-program students (the difference is not significant). This pattern has been consistent over the past four years; in 2000-01 and in 2001-02, the differences favoring New Frontier were greater than in other years.

The ELO data are based on the 8 current New Frontier students, the 1 New Frontier student who graduated early, the 11 matched group students and the 1 matched group student who graduated a year early (summer 2003). All of the students met the cut scores on all of the ELO assessments except for the one matched group student who graduated a year early. That student did not meet the cut score for the Social Studies ELO. This student was able to graduate under the graduation parameters of the class of 2002-03, which were 205 credits, without having to demonstrate mastery of the ELO assessments.

Study 2: Students in New Frontier and a comparison group of 10th grade students (2002-03)

New Frontier “Study 2”, like Study 1, is designed to allow inferences regarding program effects. It involves comparing students in the program with similar “at risk” students who declined participation in the program. In the spring of 2000-01, there were forty-two 8th graders invited to enroll in the New Frontier program. Fifteen parents and their students chose NOT to participate. Analyses indicated the groups were similar on pre-data.

The following analyses compare the students who attended New Frontier to the students who did not attend the program (i.e., the comparison group) on the 2003-04 school year 11th-grade data.

School year	New Frontier Count	Matched Student Count	New Frontier Percent	Matched Student Percent
Start of the 2001-02 year as 9th grade students	27	15		
Total Number of students who dropped out	1	2	3.70%	13.33%
Number of students transferred / Moved	4	2	14.81%	13.33%
Institutionalized / Jail / ALPHA	1	0	3.70%	0.00%
Did not return to New Frontier	2	N/A	7.41%	N/A
Number of students in School 05/24/2004	19	11	70.37%	73.33%

The data table above indicates that the total Ns of the two groups were unbalanced from the beginning, with 27 New Frontier students and 15 non-program students. There have been 4 New Frontier student transfers since 2001-02 and 2 non-program students who transferred. There have been two students from the non-program group who dropped out of school and one New Frontier student who has dropped out (difference is not statistically significant).

Behavior

School year	2001-02 New Frontier	2001-02 Matched Student	02-03 NF	02-03 MS	03-04 NF	03-04 MS
Grade level of students	9th	9th	10th	10th	11th	11th
Average # of infractions per student	14.24	4.07	12.33	3.55	6.26	6.09
SD			10.40	3.05	5.89	5.12
Effect Size			-2.886		-0.03320	

The average number of behavior infractions per New Frontier student was more than three times the number of infractions for the comparison group in both 2001-02 and in 2002-03. This mean difference in behavior infractions is statistically significant (and represents a “large” effect size). In 2003-04 the two groups have virtually the same (average) number of infractions.

Attendance

School year	2001-02 New Frontier	2001-02 Matched Student	02-03 NF	02-03 MS	03-04 NF	03-04 MS
Grade level of students	9th	9th	10 th	10 th	11 th	11 th
Average # of days missed per student	23.58	13.93	25.60	15.59	10.89	16.73
SD			17.15	14.02	6.43	18.14
Effect Size			-0.7138		0.3219	
Average # of tardies per student	30.52	18.50	21.76	20.18	8.11	7.09
SD			14.43	23.26	6.95	9.27
Effect Size			-0.0679		-0.1100	
Average # of days suspended per student	8.48	3.16	6.14	0.00	1.42	0.27
SD			8.79	0.00	2.67	.905
Effect Size			-0.8016		-1.2707	

The attendance data favored the comparison group in the first two years of the study, but in 2003-04 the results are mixed. The New Frontier students were missing, on average, over ten more days of school than the comparison group in the 2001-02 and 2002-03 years (these differences are not statistically significant, but do represent a “medium” size effect for the 2002-03 year). In the 2003-04 school year the matched students had a higher average number of days missed compared to the New Frontier students. In 2002-03 the New Frontier students also have had an average of about 6 days of suspensions per student and the non-program group had no suspensions. This difference in suspensions was statistically significant. In 2003-04 the New Frontier still had more suspensions compared to the matched students, but the numbers reduced dramatically for both groups. The difference in the number of tardies for the 2002-03 and the 2003-04 school years were not statistically significant and was only a “small” effect.

Achievement/Grades

School year	2001-02 New Frontier	2001-02 Matched Student	02-03 NF	02-03 MS	03-04 NF	03-04 MS
Grade level of students	9th	9th	10th	10th	11th	11th
Percentage of Cs or better	65.35%	70.53%	60.58%	48.07%	55.06%	64.96%
Percentage of either Ds or Fs	34.65%	29.47%	39.42%	51.93%	44.94%	35.04%
SD (proportion)			.31196	.29877	.26079	.21081
Effect Size			0.4008		-0.4696	

In the 2001-02 school year, the comparison group had a higher percent of C or better, compared to the New Frontier students. In 2002-03 the New Frontier students had a higher percent of C or better, but in the 2003-04 school year the matched students had a higher percent of C or better. The 2002-03 difference was not statistically significant, but did have a “medium” size effect, favoring students in the program. The 2003-04 difference was not statistically significant, but did have a “medium” size effect, favoring matched students.

By eleventh grade all of the students in both groups have mastered the Reading Comprehension ELO. All of the matched students passed the 10th grade Math ELO and 18 out of 19 of the New Frontier students passed the ELO. All of the students in both groups have mastered the AWA ELO. In science and social studies 17 out of 19 New Frontier students passed, and 10 out of 11 matched students passed the ELOs.

Summary of Effect Sizes*

Study 1	
0.3934	Behavior Infractions
0.0413	Absenteeism
-0.0938	Tardies
0.4276	Suspensions
0.1050	Grades
Study 2	
-0.03320	Behavior Infractions
0.3219	Absenteeism
-0.1100	Tardies
-1.2707	Suspensions
-0.4696	Grades
-0.0688	AVERAGE

* Effect sizes > 0 favor the program students; < 0 favor the “matched” control group.

Across all analyses, 5 of 10 effect sizes favored the New Frontier program students. There were 5 of 10 effect sizes that were negative in sign, meaning that the non-program students had a more positive result than the program students. The overall (average) effect was -0.0688, which would be considered a “small” effect, favoring the non-program students – basically, an answer of “No difference” between the two groups.

The table below presents rough cost estimates for the program (vs. South High), using personnel factors on which the program and South High differ. District average costs for salaries and benefits are used. Other educational costs would be assumed to be comparable.

Cost Analysis - South High vs. New Frontier

<u>New Frontier</u>		<u>South High</u>
<u>FTE</u>		<u>FTE</u>
4.0	Teachers	117.5
0.5	Para-Professionals	14.063
0.7	Counselors	5.3

Costs

<u>New Frontier</u>		<u>South High</u>
\$226,808.00	Teachers @ \$56,702 (including benefits)	\$6,662,485.00
\$10,875.50	Paras @ \$21,751	\$305,884.31
\$44,832.22	Counselors @ \$64,046 (including benefits)	\$339,443.80
\$282,515.70	Total Costs (teachers + paras + counselors)	\$7,307,813.13
\$6,278.13 (based on 45 students)	COSTS PER STUDENT	\$3,820.08 (based on 1,913 students)

Cost per student ratio = 1.643455

Based on the above estimates (assuming other factors are comparable), the staffing costs to run the New Frontier program are about 1.64 times the cost of educating the South High population. The actual cost per student difference is \$2,458.05, which is equivalent to \$110,612.25 in increased cost across the 45 program students.

Summary/Conclusions

The program is relatively expensive because of the staff-to-students ratio. The additional cost for staff amounts to more than \$100,000 per year. This does not include costs for space, computers, and start-up costs. The program should have to survive a cost-benefit analysis, as specified in the strategic planning parameters.

The bottom-line outcome for this program is to keep students in school and get them to graduate. This is the first year we have the matched group (who received no special intervention) and the New Frontier group graduating. These two groups have been tracked over the last four years, and consistent significant differences have not been found to favor the students in the program. Based on the results from the analyses, the program does not appear to make a difference in dropout/graduation rate.

The basic methodology employed in the evaluation depends on having created “comparable” groups, prior to the treatment intervention. The results of this evaluation assume there is no difference in the students whose parents place them in the program compared to the students whose parents choose not to put them in the program. It could be that, even though the two groups of students appear to be similar, pre-intervention (in their eighth grade year), the fact that some parents chose not to enroll their child in the program may represent important differences that we are not measuring. For example, being invited to enroll in New Frontier may have served as a “wake up” call for some parents who then became significantly more engaged in their child’s high school education than they would have otherwise. And, possibly the parents of students in the program did not become similarly engaged. We know that parent involvement has a great impact on educational outcomes.

Still, the matched groups were as comparable as they could be, without random assignment to groups. And findings from several years show equivocal results – not consistently favoring students in the program. Anecdotal reports from staff and students support the program,

but behavioral and academic outcomes do not. Another issue is the turnover in staff; most of the years of operation have seen staff leave the program, meaning that new staff have had to come in, become acquainted with the students, learn the curriculum and the behavior management program, as well as become acculturated to the larger high school environment. This turnover has almost surely not been helpful for the productivity of the program.

The district is in the process of developing and implementing plans for alternative education. Those plans should include the modification and re-implementation of the South High New Frontier Program.