

**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, November 3, 2008** at 5606 South 147th Street, Omaha, Nebraska.

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.

MIKE KENNEDY,
Secretary

10-31-08

**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.

J. BOYD

being duly sworn, deposes and says that she is

LEGAL EDITOR

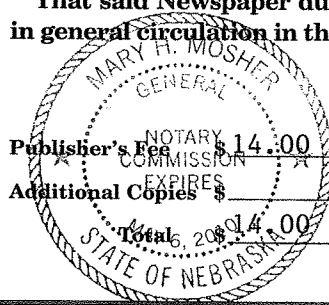
of **THE DAILY RECORD**, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, printed in Omaha, in said County of Douglas, for more than fifty-two weeks last past; that the printed notice hereto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

October 31, 2008

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 \$ 14.00
Additional Copies \$

Total \$ 14.00



Subscribed in my presence and sworn to before
me this 31st _____ day of


October 20 08

Notary Public in and for Douglas County,
State of Nebraska


**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 _____ November 3, _____ 2008, at _____ Don Stroh Administrative Center _____ 5606 South 147th Street _____ Omaha, NE 68137 _____

Dated this _____ 3rd _____ day of _____ November _____, 2008.



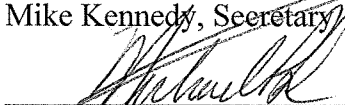
Jean Stothert, President




Brad Burwell, Vice President



Mike Kennedy, Secretary




Mike Pate, Treasurer



David M. Anderson



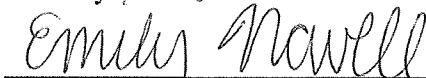
Linda Poole



Maurice Green – Millard North High School



Brittney Albin – Millard South High School



Emily Nowell – Millard West High School

BOARD OF EDUCATION MEETING

NOVEMBER 3, 2008

NAME:

REPRESENTING:

Jane & Wes Durest	
Aaron Krumler	
Aaron Bearinger	
Jennifer Reid	
Maureen McMahon	
Kathy deBoer	Aldrich
Kelly Schultze	
Jule Elver	Aldrich
Jenny Wilson	M.S.H.S.
Chad Hayes	BMS
Christine Eisold	Leadership / Reeder
Linda Brewer	Leadership / M.W.H.S.
Dina Rudloff	Leadership / Aldrich
Eric Costa	Leadership / Beadle
Heidi	
FJ Gianichio	M.W.H.S.
CHRIS INGRAM	LA / M.W.H.S.
Jody Sempek	Leadership / Willondale
Angela Dugas	Leadership / M.S.H.S.
Kathleen Forsgren	Parent

BOARD OF EDUCATION MEETING

NOVEMBER 3, 2008

NAME:

REPRESENTING:

Jackie Burklund	Leadership Academy
Pat Deegan	skutt
Bkkt Wesley	skutt
Pat Keady	↓
Ryan Karsel	the hood
Derek Hodstern	Skutt
Luke Zabawa	skutt
Joe Bank	" "
Breezy Shupe	Skutt
Jenn Frank	skutt
Alisha Bollinger	Leadership Academy
Jill Curry	skutt
Stacy Bartels	
Kelly Smith	
Lexa Lind	
Nicole P	
Christina Alt	
Mary Novell	Parent
MARAI DANICK	MW
EMILY HENDRIXSON	MW

BOARD OF EDUCATION MEETING

NOVEMBER 3, 2008

NAME:

REPRESENTING:

Danielle Forsgren	MWHS - civics	Student
Jamie WBS		
Joey Destache		
Mick Ridgway	MWHS	
Sharon Anderson	Aldrich	
Kim Linstrom	Aldrich	
Kitty Tucker	Aldrich	
Marilyn Seagull	Aldrich	
Chris St	Aldrich	
Elizabeth Hedrey	argentina	
Natalie Hanson	SKUH	
Bernhardina	Scott	
Negan Ji	SCHS	
Pam Lang	aldrich	
Rich Lang	aldrich	
Chris + Becky Hubby		
Sarah Hotovy		
SETH VanderVorst	SECTH	
Zach Granger	SCHS	
Mike Servais	SKUH	

BOARD OF EDUCATION MEETING

NOVEMBER 3, 2008

NAME:

REPRESENTING:

Scott Pawloski	Skutt
Sean Durkin	Skutt
Jon Wible	Skutt
Mike Gottschalk	Skutt
Ryan Hildebrandt	Skutt
Kyle Smith	Skutt
Tara Wallace	Aldrich
Margaret Pinner	Aldrich
Glenn Moore	SSC
Susie Freliger	Aldrich
Ally Kubat	Millard West
Michael Zaleski	Skutt
Rick Hae	MILLARD WEST (ANZEL)



BOARD OF EDUCATION
MEETING



NOVEMBER 3, 2008

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

BOARD MEETING
7:00 P.M.

STROH ADMINISTRATION CENTER
5606 SOUTH 147th STREET
NOVEMBER 3, 2008

AGENDA

A. Call to Order

The Public Meeting Act is posted on the Wall and Available for Public Inspection

B. Pledge of Allegiance

C. Roll Call

D. 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 Matter

1. *Approval of Board of Education Minutes – October 20, 2008
2. *Approval of Bills
3. *Receive the Treasurer's Report and Place on File

F. Information Items

1. Employees of the Month
2. Superintendent's Comments
3. Board Comments/Announcement
4. Report from Student Representatives

G. Unfinished Business:

1. Approval of Professional Services Contract 2009

H. New Business:

1. Approval of Board Standing Positions
2. Approval of Section 403(b) Retirement Plan Document
3. *Reaffirm Policy 5900 – Pupil Services – Safety and Security
4. *Reaffirm Rule 5900.1 – Pupil Services – District Safety and Security and Emergency Management Plans
5. *Reaffirm Rule 5900.2 – Pupil Services – Building Safety and Security and Emergency Management Plans
6. *Reaffirm Rule 5900.3 – Pupil Services – Emergencies/Fire Safety in Schools
7. *Reaffirm Rule 5900.4 – Pupil Services – Emergency Dismissal
8. *Reaffirm Policy 6265 – Curriculum, Instruction, and Assessment - Copyright Compliance
9. Approval of Personnel Action: Leave of Absence and Resignation
10. Litigation – Condemnation (Executive Session)

I. Reports

1. Enrollment Report
2. Foundation Report
3. Career Academy Development Status Report

J. Future Agenda Items/Board Calendar

1. Committee of the Whole Meeting on Monday, November 10, 2008 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
2. Board of Education Meeting on Monday, November 17, 2008 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
3. NASB Education Conference on November 19-21, 2008 at the Embassy Suites in LaVista, NE, 12520 Westport Parkway
4. Board Member Learning Community Caucus on Thursday, November 20, 2008 at 6:00 p.m. at ESU #3
5. Board of Education Meeting on Monday, December 1, 2008 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
6. Board of Education Meeting on Monday, December 15, 2008 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
7. Board of Education Meeting on Monday, January 5, 2009 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
8. Committee of the Whole Meeting on Monday, January 12, 2009 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
9. Board of Education Meeting on Monday, January 19, 2009 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

4

BUSINESS MEETING
7:00 P.M.

STROH ADMINISTRATION CENTER
5606 SOUTH 147TH STREET
NOVEMBER 3, 2008

ADMINISTRATIVE MEMORANDUM

A. Call to Order

The Public Meeting Act is posted on the Wall and Available for Public Inspection

B. Pledge of Allegiance

C. Roll Call

D. 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 – October 20, 2008. (See enclosure.)
- *E.2. Motion by _____, seconded by _____, to approve the bills.
- *E.3. Motion by _____, seconded by _____, to receive the Treasurer’s Report and Place on File. (See enclosure.)
- F.1. Employees of the Month
- F.2. Superintendent’s Comments
- F.3. Board Comments/Announcements
- F.4. Report from Student Representatives
- G.1. Motion by _____, seconded by _____, to approve the Professional Services Contract 2009. (See enclosure.)
- H.1. Motion by _____, seconded by _____, to approve the 2009 Board Standing Positions. (See enclosure.)
- H.2. Motion by _____, seconded by _____, to approve Resolution and Amended 403(b) Retirement Plan Document effective January 1, 2009. (See enclosure.)
- *H.3. Motion by _____, seconded by _____, to reaffirm Policy 5900 – Pupil Services – Safety and Security. (See enclosure.)
- *H.4. Motion by _____, seconded by _____, to reaffirm Rule 5900.1 – Pupil Services – District Safety and Security and Emergency Management Plans. (See enclosure.)
- *H.5. Motion by _____, seconded by _____, to reaffirm Rule 5900.2– Pupil Services – Building Safety and Security and Emergency Management Plans. (See enclosure.)
- *H.6. Motion by _____, seconded by _____, to reaffirm Rule 5900.3 – Pupil Services – Emergencies/Fire Safety in Schools. (See enclosure.)

November 3, 2008

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- *H.7. Motion by _____, seconded by, _____, to reaffirm Rule 5900.4 – Pupil Services – Emergency Dismissal. (See enclosure.)
- *H.8. Motion by _____, seconded by, _____, to reaffirm Policy 6265 - Curriculum, Instruction, and Assessment – Copyright Compliance. (See enclosure.)
- H.9. Motion by _____, seconded by, _____, to approve Personnel Action: Leave of Absence and Resignation. (See enclosures.)
- H.10. Motion by _____, seconded by, _____, to go into Executive Session for the purpose of Litigation – Condemnation.

I. Report

- 1. Enrollment Report
- 2. Foundation Report
- 3. Career Academy Development Status Report

J. Future Agenda Items/Board Calendar

- 1. Committee of the Whole Meeting on Monday, November 10, 2008 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
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K. Public Comments - This is the proper time for public questions and comments on any topic. Please make sure a request form is given to the Board President before the meeting begins.

L. Adjournment

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

MILLARD PUBLIC SCHOOLS
SCHOOL DISTRICT NO 17

A meeting was held of the Board of Education of the School District No. 17, in the County of Douglas in the State of Nebraska. The meeting was convened in open and public session at 7:00 p.m., Monday, October 20, 2008, at the Don Stroh Administration Center, 5606 South 147th Street.

PRESENT: Jean Stothert, Brad Burwell, Dave Anderson, Mike Kennedy, and Linda Poole

ABSENT: Mike Pate

Notice of this meeting was given in advance thereof by publication in the Daily Record on October 17, 2008; a copy of the publication is being attached to these minutes. Notice of this meeting was given to all members of the Board of Education and a copy of their Acknowledgment of Receipt of Notice and the agenda are attached to these minutes. Availability of the agenda was communicated in advance notice and in the notice of the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

At 7:00 p.m. Jean Stothert announced the Public meeting Act is posted on the wall and available for public inspection. Mrs. Stothert asked everyone to say the Pledge of Allegiance.

Roll call was taken and members present were: Jean Stothert, Brad Burwell, Dave Anderson, Mike Kennedy, and Linda Poole. Absent was Mike Pate.

Motion by Mike Kennedy, seconded by Dave Anderson, to excuse Mike Pate from the meeting, upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Kennedy, seconded by Brad Burwell, to approve the Board of Education minutes October 6, 2008, approve the bills, and receive the treasurer's report and place on file, upon roll call vote, all members voted aye. Motion carried.

Mrs. Stothert recognized Boy Scout Troop 402 who was attending the meeting, because they were working on their Citizenship in the Community badge. Also in attendance were three members of this year's Leadership Academy.

Superintendent's Comments:

1. Last week was parent/teacher conferences, and Friday was the comp day for the teachers.
2. The Learning Community Superintendent's met with Senator Raikes and two of his aides today. Ken Fossen presented his many months of work on the financial interpretation, which the Education chair didn't look favorable on, which was quite interesting.
3. On Tuesday, October 28, 2008 at 7 p.m. at the Don Stroh Administration Center a meeting will be held with the PTO presidents and vice presidents, and the secondary building representatives.
4. The next Board of Education meeting will be held on Monday, November 3, 2008.

Board of Education Minutes
October 20, 2008
Page 2

5. Please remember to vote on November 4, 2008. There are a number of important races, which include school board and the Learning Community Council. Most of the schools are polling places, so everyone is on high alert due to the safety for the students. One thing that needs to be changed in the near future is Millard West is the only high school that is used as a polling place, and there is always a concern in regards to the availability of parking.
6. Last week some staff members and one board member attended the National Federation of Urban Suburban School District's conference. The conference was held in Jacksonville, FL where they have 125,000 students with a very unique set up. There were many networking opportunities during the conference. Dr. Lutz was the acting President, and is now the President of the organization. Next year the conference will be held in Omaha on November 11-13, 2009 at the new Embassy Suites in LaVista. There will be opportunities for the Board to participate in the conference, so he asked them to place it on their calendars.

Board Comments:

Linda Poole reported that Dr. Lutz did a great job running the meeting during the NFUSSD conference, and she congratulated him and wished him luck as President.

Dave Anderson congratulated Dr. Lutz on his appointment as President of the NFUSSD organization.

Mr. Anderson said he was going to attend the Policymakers breakfast on Tuesday morning. He said he will be at Upchurch Elementary for the dedication on November 2, 2008.

Mike Kennedy offered his congratulations to Dr. Lutz for his appointment at President of the National Federation of Urban Suburban School Districts.

Jean Stothert reported that two weeks ago the Metropolitan Area Boards of Education met at and toured the new focus school in Westside, which is a collaboration with Westside, Elkhorn, and the Omaha Public Schools.

Mrs. Stothert reported several weeks ago that the busing for this focus school was going to cost around \$67,000, that was an error. The \$67,000 is only the cost of busing for the 27 students from the Westside School District.

Mrs. Stothert said she was going to attend the Policymaker Breakfast, which will be hosted by the Mayor on Tuesday morning, also.

Maurice Green, student representative from Millard North High School, Emily Nowell, student representative from Millard West High School, and Brittney Albin, student representative from Millard South High School reported on various activities that have taken place at their respective buildings in the last couple of weeks.

Board of Education Minutes
October 20, 2008
Page 3

Motion by Mike Kennedy, seconded by Dave Anderson, to Delete Job Description 2100.20 – Support Services Manager, upon roll call vote, all members voted aye. Motion carried. Motion by Mike Kennedy, seconded by Brad Burwell, to approve Job Description 2100.03 - Associate Superintendent for Educational Services, Job Description 2100.21 – Director of Communications, Job Description 2100.56 – Principal of Alternative Programs, Job Description 2100.09 - Director of Administrative Affairs, to approve Job Description 2100.10 – Director of Special Education, Job Description 2100.11 – Director of Elementary and Early Childhood Education, Job Description 2100.16 – Director of Secondary Education, Job Description 2100.23 – Coordinator of Elementary Special Education, Job Description 2100.24 – Coordinator of Secondary Special Education, Job Description 2100.25 – Coordinator of Early Childhood Special Education, Job Description 2100-28 – Director of Staff Development and Instructional Improvement, and Job Description 2100.53 – Assistant Principal – Student Services (9-12), upon roll call vote all members voted aye. Motion carried.

Motion by Linda Poole, seconded by Brad Burwell, to approve the Professional Services Contract 2009 with Ruth Mueller and Robak, LLC. After some discussion Linda Poole moved, seconded by Brad Burwell, to table the approval of the Professional Services Contract 2009 with Ruth Mueller and Robak, LLC, upon roll call vote, all members voted aye. Motion carried.

Motion by Dave Anderson, seconded by Brad Burwell, to approve Personnel Actions: Amendment to a Continuing Contract: Anne Birkel, upon roll call vote, all members voted aye.

Mrs. Stothert delayed to the end of the meeting for Executive Session Pupil Personnel Services, Personnel – Tanya Bligh, and Litigation.

Reports included: A Quarterly Construction Report, a Quarterly Summer Projects 2008 Report, a Quarterly Investment Report, an Operation and Maintenance Report, a Food Service Report, an Advanced Placement Report, and an International Baccalaureate Diploma Program report.

Future Agenda Items/Board Calendar:: A Board of Education Meeting will be held on Monday, November 3, 2008 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, November 10, 2008 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting will be held on Monday, November 17, 2008 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. The NASB Education Conference will be held on November 19-21, 2008 at the Embassy Suites in LaVista, NE, 12520 Westport Parkway, The Board Member Learning Community Caucus will be held on Thursday, November 20, 2008 at 6:00 p.m. at ESU #3. A Board of Education Meeting will be held on Monday, December 1, 2008 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting on Monday, December 15, 2008 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street.

Mrs. Stothert asked for a motion to go into Executive Session for the purposes of Pupil Personnel Services, Personnel – Tanya Bligh, and litigation.

Board of Education Minutes
October 20, 2008
Page 4

At 8:20 p.m. a motion by Brad Burwell, seconded by Dave Anderson, to go into Executive Session for the purposes of Pupil Personnel Services, Personnel – Tanya Bligh, and litigation, upon roll call vote, all members voted aye. Motion carried.

Mrs. Stothert said the board would go into Executive Session for the purposes of Pupil Personnel Services, Personnel – Tanya Bligh, and litigation.

At 8:34 p.m. a motion by Brad Burwell, seconded by Dave Anderson, to come out of Executive Session, upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Kennedy, seconded by Brad Burwell, to admit Annalise Ring to the Millard Public Schools under two conditions: 1) to complete a drug alcohol education program and submit the results; and 2) Submit to any counseling or education classes required by District, upon roll call vote, all members voted aye. Motion carried.

Motion by Brad Burwell, seconded by Dave Anderson, to approve the resignation of Tanya Bligh as of March 30, 2007, upon roll call vote, all members voted aye. Motion carried.

Motion by Brad Burwell, seconded by Mike Kennedy, to approve the Tanya Bligh settlement of \$125,000, upon roll call vote, all members voted aye. Motion carried.

At 8:36 p.m. motion by Brad Burwell, seconded by Dave Anderson, to adjourn the meeting, upon roll call vote, all members voted aye. Motion carried.

Jean Stothert adjourned the meeting.



SECRETARY

Millard Public Schools
November 3, 2008

Millard Public Schools

Check Register

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Prepared for the Board Meeting of November 3, 2008

Check No	Vend No	Vendor Name	Amount
295641	099646	BARNES & NOBLE BOOKSTORE	576.42
295642	137102	MELISSA M BUCHANAN	63.00
295643	134198	MELISSA K BYINGTON	751.05
295644	025197	CITY OF OMAHA	500.00
295645	107454	CHRISTOPHER COLLING	300.00
295646	136844	MARRIOTT INTERNATIONAL INC	568.53
295647	133261	ANGELA M DIEHM	231.25
295649	033901	DOUGLAS COUNTY TREASURER	55.00
295650	137103	ANATOLE PARTNERS III LLC	445.05
295651	137103	ANATOLE PARTNERS III LLC	445.05
295652	137103	ANATOLE PARTNERS III LLC	890.10
295653	137105	HOLIDAY INN EXPRESS	900.48
295655	137101	ROBERT S LENDER	55.00
295656	130031	LESLIE F HAMLING	56.00
295657	107732	BRIAN L NELSON	350.00
295658	071947	PAULA A PEAL	751.05
295659	071368	PETTY CASH/MILLARD NORTH	216.29
295661	098765	SECURITY BENEFIT LIFE INS CO	6,440.00
295662	137100	CYNTHIA J SHUFELBERGER	90.00
295663	137104	MICHAEL L SWANSON	125.00
295665	090630	US POSTMASTER	175.50
295666	107354	STEPHEN W. VENTEICHER	406.25
295667	136322	TAMARA J WILLIAMS	1,762.75
295677	106805	TANYA BLIGH	49,215.27
295678	137056	SUSAN MARIE SEXTON	315.00
295679	100699	A & E CATALOG	88.80
295681	109853	ACCESS ELEVATOR INC.	165.00
295682	130729	ACCOUNTEMPS	722.75
295684	133402	KAREN S ADAMS	21.29
295685	137028	AUDITORY SYSTEMS LLC	120.00
295686	133328	AIA COMPANY OUTFITTERS INC	2,049.65
295687	133620	AKSARBEN PIPE & SEWER CLEANING LLC	829.50
295688	010946	JEFFREY S ALFREY	40.00
295689	011051	ALL MAKES OFFICE EQUIPMENT	10,888.40
295690	011185	ALLIED OIL & SUPPLY, INC.	469.47
295691	107651	AMAZON.COM INC	918.84
295692	097090	AMERICAN BOILER COMPANY	9,793.00
295693	134688	AMERICAN DISCOUNT AWARDS	180.95
295694	012050	AMERICAN LIBRARY ASSOCIATION	8.00
295695	103126	AMERICAN MONTESSORI SOCIETY	2,485.00
295696	012453	AMERICAN PSYCHOLOGICAL ASSOCIATION	205.42
295697	133174	ENCOREONE LLC	80.00
295698	133978	AMERICINN LODGE & SUITES	178.90
295699	102430	AMI GROUP INC	2,047.50
295700	069689	AMSAN LLC	22,882.09
295701	131265	JILL M ANDERSON	72.54

Date: 10/29/08

Millard Public Schools

Check Register

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Prepared for the Board Meeting of November 3, 2008

Check No	Vend No	Vendor Name	Amount
295702	134041	MARTHA A ANDERSON	83.88
295703	012989	APPLE COMPUTER, INC.	6,084.00
295704	135051	APPLES & MORE A TEACHERS STORE	135.57
295706	108092	MERRILL COMPANY	1,703.87
295707	106436	AQUA-CHEM INC	465.49
295708	133770	DIANE ARAUJO	41.06
295709	013496	ASCD	270.25
295710	106207	ASCD (MEMBERSHIP)	49.00
295711	134235	SARAH A ASCHENBRENNER	137.47
295712	100014	ATLAS PEN & PENCIL CORPORATION	71.80
295714	010090	AUDIOVISUAL INC	4,532.00
295715	134427	AUTISM ASPERGERS PUBLISHING CO	139.60
295716	102237	AUTO STATION	3,860.45
295717	016295	BADGER BODY & TRUCK EQUIPMENT CO	1,044.00
295718	132405	BAG 'N SAVE	170.33
295721	017670	BALCON	2,989.00
295722	131496	MICHELLE BALDWIN	90.59
295723	101536	NANCY BALLARD	110.77
295724	103104	BARCO PRODUCTS CO	222.45
295725	017908	REX J BARKER	276.70
295727	099646	BARNES & NOBLE BOOKSTORE	1,972.18
295728	017877	CYNTHIA L BARR-MCNAIR	272.31
295729	017926	ROSEMARY W BARTA	88.76
295730	131142	CHERA A BARTELS	17.78
295731	107979	LORI A BARTELS	269.68
295732	134069	COLLEEN K BECKWITH	79.00
295733	107540	BRIAN F BEGLEY	247.45
295734	102860	BENIK CORP.	297.50
295736	134884	JULIE K BERGSTROM	18.56
295737	134945	NOLAN J BEYER	166.84
295738	136978	BIG MUDDY WORKSHOP INC	800.00
295739	019111	BISHOP BUSINESS EQUIPMENT	35,975.54
295740	133364	BLACK & DECKER US INC	130.22
295741	136664	JAMIE L BLYCKER	18.72
295742	134478	TIFFANY M BOCK SMITH	58.50
295743	130899	KIMBERLY M BOLAN	223.47
295744	101364	BOOKWORM	303.17
295745	019559	BOUND TO STAY BOUND BOOKS INC	8,979.01
295746	019835	BOYS TOWN NATIONAL	2,211.30
295747	135363	JOHN V BRAMER	233.42
295748	130576	PAMELA A BRENNAN	197.73
295749	131671	BRIGHT IDEAS	109.00
295750	130303	BRODHEAD GARRETT	744.98
295751	135535	BROWN UNIVERSITY	156.80
295752	020270	NANCY J BRUGGER	32.76
295754	137106	STANLEY A BUHR	5.00

Date: 10/29/08

Millard Public Schools

Check Register

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Check No	Vend No	Vendor Name	Amount
295755	020550	BUREAU OF EDUCATION & RESEARCH	398.00
295759	099431	BUSINESS MEDIA INC	6,809.00
295760	134198	MELISSA K BYINGTON	144.00
295761	134350	CAMBIUM LEARNING	1,012.56
295762	131497	CANDL FOUNDATION	48.00
295763	106806	ELIZABETH J CAREY	43.29
295764	054237	PIONEER LOCK CO INC	12.00
295766	023970	CAROLINA BIOLOGICAL SUPPLY CO	256.50
295767	137099	CHRISTINE CARROLL	300.00
295768	024052	JOHN T CARROLL	136.89
295769	131158	CURTIS R CASE	75.46
295770	133970	CCS PRESENTATION SYSTEMS	197.70
295772	133589	CDW GOVERNMENT, INC.	2,857.00
295773	135648	SUSAN M CHADWICK	38.02
295774	134043	MALCOLM K CHAI	87.30
295776	132271	ERIK P CHAUSSEE	62.01
295777	024445	MARK C CHAVEZ	197.14
295778	106851	CHILDREN'S HOME HEALTHCARE	3,666.00
295780	099222	CLASSROOM DIRECT	872.03
295782	025235	DALE CLAUSEN	136.30
295783	131135	PATRICIA A CLIFTON	106.82
295784	136780	LISA L CLINARD	65.42
295785	136099	CLOVERDALE MANUFACTURING CO	216.00
295786	137013	NANCY S COLE	43.87
295787	022701	SHARON R COMISAR-LANGDON	114.07
295788	130646	COMMONWEALTH ELECTRIC	404.02
295789	133902	COMMUNICATION ARTS	79.00
295790	135082	OCCUPATIONAL HEALTH CTRS OF NE PC	273.00
295791	026057	CONTROL MASTERS INC	11,959.62
295793	108436	COX COMMUNICATIONS INC	933.52
295794	100300	CREATIVE TEACHING PRESS INC	49.42
295795	134039	CROUCH RECREATIONAL DESIGN INC	1,386.39
295796	099957	CRYSTAL SPRINGS BOOKS	44.97
295797	027300	CUMMINS CENTRAL POWER LLC	1,037.43
295798	137124	ASHLEY N CURRAN	51.29
295799	100577	CURTIS 1000	12,886.93
295800	130900	CHERYL L CUSTARD	197.14
295801	134721	CYC CONSTRUCTION INC	7,515.06
295802	130731	D & D COMMUNICATIONS	175.00
295803	132671	JEAN T DAIGLE-ROSE	150.93
295804	131003	DAILY RECORD	106.00
295805	032246	PAMELA M DAVIS	170.23
295806	032497	CHERYL R DECKER	105.30
295807	130339	DEEP ROCK WATER	59.57
295808	107469	DEFFENBAUGH INDUSTRIES	223.75
295809	032800	DEMCO INC	729.36

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Check No	Vend No	Vendor Name	Amount
295810	135865	SABRINA DENNEY BULL	76.61
295811	136316	EVA DENTON	55.57
295812	133009	ROBERTA E DEREMER	14.85
295813	137024	DEVELOPMENTAL SVCS NEBRASKA INC	2,471.46
295814	099220	DICK BLICK CO	2,774.12
295815	132750	JOHN D DICKEY	24.10
295816	137107	CAROL L DICKMEYER	26.25
295817	033473	DIETZE MUSIC HOUSE INC	133.50
295819	101561	DISCOVER WRITING COMPANY	700.00
295820	135933	DKAH SERVICES CORP	100.00
295822	135973	MATTHEW L DOMINY	50.13
295824	134086	AMBER J DOOLITTLE	55.16
295825	135650	JAY R DOSTAL	40.00
295826	130648	DOSTALS CONSTRUCTION CO INC	4,645.00
295831	130908	DOUGLAS COUNTY SCHOOL DIST.28-0001	731,196.19
295834	034109	DRUMMOND AMERICAN CORPORATION	2,125.32
295835	135760	SCOTT DUGDALE	25.50
295836	135689	SUSAN M DULANY	130.10
295840	103048	EARLY ADVANTAGE LLC	67.00
295841	134991	BRADLEY EDMUNDSON	52.07
295842	136548	EDUCATIONAL DESIGN SOLUTIONS LLC	7,885.00
295843	037525	EDUCATIONAL SERVICE UNIT #3	24,520.53
295844	100330	EDUCATORS OUTLET INC	77.17
295845	101277	EFFECTIVE COMMUNICATION SKILLS INC	1,000.00
295846	038025	MARY L EHLERS	44.46
295847	107980	EHLI'S DECORATING, INC.	745.93
295848	133823	REBECCA S EHRHORN	610.91
295849	038100	ELECTRIC FIXTURE & SUPPLY	1,309.94
295850	038140	ELECTRONIC SOUND INC.	2,186.42
295851	136787	DENNIS C ELLEDGE	15.56
295852	038225	ELLISON EDUCATIONAL EQUIPMENT INC	71.00
295853	038217	WARREN K ELTISTE	290.67
295854	035579	EMC/PARADIGM PUBLISHING	131.67
295855	132066	ENGINEERED CONTROL INC	210.00
295856	136952	RON CAMILLO CORP	374.75
295857	109066	TED H ESSER	224.87
295859	106735	JOHN T FABRY	108.22
295861	130632	DANIELSON ENTERPRISES INC	442.50
295863	040450	FEDERAL EXPRESS	132.13
295864	131826	ALICIA C FEIST	155.66
295865	133565	STEVE FELICI	35.01
295866	040537	FERGUSON ENTERPRISES INC	576.51
295867	106956	FERRELLGAS	16.83
295868	109069	ELIZABETH A FIALA	176.08
295869	136320	JOSHUA P FIELDS	67.74
295870	040830	FACTS ON FILE INC (INFOBASE PUB)	139.00

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Check No	Vend No	Vendor Name	Amount
295871	133919	FILTER SHOP INC	5,381.45
295872	132001	BETH L FINK	19.42
295873	134304	FIRST BANK RICHMOND, NA	1,824.10
295874	041086	FLINN SCIENTIFIC INC	1,480.67
295876	041146	KENNETH J FOSSEN	49.66
295877	041530	SCHOOL SPECIALITY INC	457.36
295878	041543	AMY J FRIEDMAN	78.57
295879	135031	FSH COMMUNICATIONS LLC	368.19
295880	133779	FAMILY TIME COMPUTING	57.95
295881	042025	FUTURE HORIZONS INC	264.95
295882	131565	GARTNER & ASSOCIATES CO, INC.	180.07
295883	106894	TAMMY GEBHART	78.97
295884	108300	MICHELE L GEHRINGER	124.00
295885	137123	GERMAN WORLD INC	19.95
295886	106660	GLASSMASTERS INC	2,049.55
295887	135809	JUDITH A GLESNE	78.39
295888	044891	GOPHER/PLAY WITH A PURPOSE	273.48
295889	044896	KAREN A GORDON	25.74
295890	133570	KAREN GOUGHNOUR	35.01
295891	043609	GP DIRECT	1,146.80
295892	044950	GRAINGER INDUSTRIAL SUPPLY	2,817.79
295893	136508	ERIC N GRANDGENETT	45.42
295894	044965	KATHERINE A GRAY	101.79
295896	010250	GREATER OMAHA REFRIGERATION	593.00
295897	134133	JANET L GRIERSON	18.09
295898	130083	HARRY S GRIMMINGER	45.63
295899	135016	CANDRA R GUENTHER	128.75
295900	132287	CARI J GUTHRIE	84.24
295902	132673	JULIE L HAHN	48.63
295903	047800	HAMMOND & STEPHENS	36.25
295904	101931	HANCOCK FABRICS	328.93
295905	101931	HANCOCK FABRICS	275.57
295906	131067	HANDWRITING WITHOUT TEARS	1,240.63
295907	130085	CAROLYN A HANKE	86.79
295908	047841	DENNIS A HANLEY	28.48
295909	136805	JAMES R HANLON	194.80
295910	047853	HAPPY CAB COMPANY INC	11,740.20
295911	047855	HARCOURT INC	4,759.22
295913	135600	HARLAND CLARKE	81.22
295914	137019	ANNE HARLEY	10.77
295915	136403	HARRIS COMPUTER	150.58
295916	135821	LESLEY A HARRISON-ROLAND	70.55
295917	136458	JEAN M HASTINGS	59.61
295918	048200	HAUFF SPORTING GOODS COMPANY	1,107.60
295919	102103	HAYES SCHOOL PUBLISHING CO	244.80
295920	048475	HEARTLAND FOUNDATION	23,701.00

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Check No	Vend No	Vendor Name	Amount
295921	108273	MARGARET HEBENSTREIT PT	164.97
295924	108478	DAVID C HEMPHILL	32.76
295925	099235	HERFF JONES INC	4,216.04
295926	132423	HEWLETT PACKARD CO	4,101.00
295928	134441	ELAINE HILL	662.23
295929	048786	HILLYARD INC	134.12
295930	048840	SUZANNE J HINMAN	88.00
295931	048845	CAMILLE H HINZ	33.34
295932	045329	HMS BROWN BAGGERS	375.19
295933	048940	HOB-LOB LIMITED PARTNERSHIP	104.97
295936	095520	LINDA D HORTON	54.99
295937	136336	VICTORIA L HOSKOVEC	37.66
295938	049450	HOTSY EQUIPMENT COMPANY	294.87
295940	049650	HOUGHTON MIFFLIN COMPANY	4,011.60
295942	101032	HUSKER MIDWEST PRINTING	220.95
295943	133397	HY-VEE INC	2,303.95
295944	132878	HY-VEE INC	524.52
295945	049851	HY-VEE INC	1,297.71
295946	049850	HY-VEE INC	751.21
295947	134166	I BELIEVE IN ME RANCH INC	8,388.43
295950	131084	INDEPENDENT LIVING AIDS	80.00
295951	108348	INDEPENDENT SYSTEMS INC	192.00
295952	F03027	INFO-TECH RESEARCH GROUP INC	990.00
295953	134228	INSTITUTE OF ELECTRICAL/ELECTRONICS	141.00
295954	102451	INTERNATIONAL BACCALAUREATE	9,748.00
295955	134197	INTERNATIONAL SOCIETY FOR TECH ED	110.99
295956	102958	INTERSTATE ALL BATTERY CENTER	306.26
295957	103110	INTERSTATE MUSIC SUPPLY	414.40
295958	133423	IRON MOUNTAIN RECORDS MGMNT INC	1,643.66
295959	101991	J.A. SEXAUER	1,219.83
295960	100928	J.W. PEPPER & SON INC.	2,807.09
295961	137087	JAKEL INC	508.80
295962	131157	CHRISTINE A JANOVEC-POEHLMAN	124.37
295963	054240	HANNELORE W JASA	134.10
295964	136953	JSDO I LLC	233.82
295965	135735	GEORGE W JELKIN	191.31
295966	133059	DEBBIE A JENKINS	125.59
295967	133037	JENSEN TIRE COMPANY	2,239.20
295969	107039	SHARON KIM H JOHANSEN	28.37
295970	131122	JOHN WILEY & SONS, INC.	250.23
295971	135999	DESIREE K JOHN	109.16
295972	131367	AMANDA J JOHNSON	58.50
295973	130994	JOHNSON CONTROLS INC	585.02
295974	054500	JOHNSON HARDWARE COMPANY	366.96
295975	059573	NANCY A JOHNSTON	40.71
295977	109138	JOSEPHSON INSTITUTE OF ETHICS	62.66

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295979	137022	JP TRADING INC	81.48
295980	135815	KYLE A JURGENS	94.77
295981	133738	KAMAN INDUSTRIAL TECHNOLOGIES	113.16
295982	056215	KAPLAN EARLY LEARNING CO	68.94
295983	134194	KARCHER FLOOR CARE INC	2,177.30
295984	132265	CATHERINE A KEISER	121.68
295985	132272	SUSAN L KELLEY	66.76
295986	056276	KELVIN ELECTRONICS	432.60
295988	132676	DENNIS F KIMBERLIN	700.00
295989	056724	KINKO'S	162.68
295990	084090	KIWANIS CLUB OF SOUTHWEST OMAHA	200.00
295991	056770	BETTY H KLESITZ	51.48
295994	136757	BETH A KOHLER	10.00
295997	137036	JULIE D KONRAD	44.46
295998	134864	BRIDGET K KOWAL	167.69
295999	137116	DANNY G KRAFT	16.96
296001	133923	KUBAT PHARMACY/HEALTHCARE	3,202.60
296003	109033	AMANDA J KUNES	51.38
296004	058755	LAIDLAW TRANSIT INC	138.88
296005	099217	LAKESHORE LEARNING MATERIALS	3,054.82
296006	058775	LAMP RYNEARSON ASSOCIATES INC	628.05
296007	135257	LANGUAGE LINE SERVICES	478.22
296008	121124	LORENE M LARSEN	61.24
296009	135688	DENISE A LARSON	107.05
296010	109816	JILL C LAVENE	27.37
296011	136240	VOYAGER EXPANDED LEARNING	84.95
296012	108450	JACEN D LEFHOLTZ	327.00
296013	059380	LIBRARY VIDEO COMPANY	7,768.88
296014	107903	JENNIFER M LICHTER	170.38
296015	059470	LIEN TERMITE & PEST CONTROL INC	1,438.00
296016	059577	LINGUISYSTEMS, INC.	581.00
296017	059560	LINWELD INC	702.52
296018	133758	KRAIG J LOFQUIST	42.90
296019	059866	STACY L LONGACRE	38.61
296020	136913	LORENZ CORPORATION	64.95
296021	131397	LOWE'S HOME CENTERS INC	2,484.23
296022	136319	ZACHARY B LOWE	154.44
296023	057770	LRP PUBLICATIONS INC	465.55
296024	060121	BRYAN A LUBBERS	57.33
296025	060125	LUCKS MUSIC LIBRARY INC	550.42
296026	099321	MACKIN BOOK COMPANY	3,297.30
296027	063574	W H TALBOTT INC	529.95
296028	134908	CATHERINE E MANN CHRISTIANSEN	160.00
296029	108303	EARLY OUTDOOR SERVICES INC	1,740.00
296030	137007	KAREN M MARBLE	148.00
296031	063920	MARCO PRODUCTS INC	108.79

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Check No	Vend No	Vendor Name	Amount
296032	101167	MARKERBOARD PEOPLE	279.84
296033	133201	DAWN M MARTEN	45.92
296034	108052	MAX I WALKER	356.00
296037	137014	RYE L MCINTOSH	69.03
296038	063361	ALBERT G MCKAIN	66.69
296039	121126	PATRICIA A MEEKER	20.94
296040	064413	MENARDS INC	433.68
296041	136314	KORRINDA MENDEZ	160.29
296042	064600	METAL DOORS & HARDWARE COMPANY INC	2,720.00
296044	133403	AMERICAN NATIONAL BANK	6,987.37
296045	136384	JEANNETTE M MEYER	103.54
296046	132113	MID-PLAINS INSULATION	3,390.00
296047	102870	MIDLAND COMPUTER INC	8,144.07
296048	131309	MIDWEST IB SCHOOLS	150.00
296049	131309	MIDWEST IB SCHOOLS	150.00
296050	064950	MIDWEST METAL WORKS INC	1,417.00
296051	064980	MIDWEST SOUND & LIGHTING INC	1,691.00
296052	131899	MIDWEST STORAGE SOLUTIONS	216.78
296053	065200	MIDWEST SHOP SUPPLIES INC	14.34
296054	065233	MIDWEST TURF & IRRIGATION INC	390.76
296055	131187	KIM R MIKOS	59.31
296056	065400	MILLARD LUMBER INC	830.34
296057	065410	MILLARD SCHOOLS ADMIN ACTIVITY FUND	301.40
296058	135388	ANNE C MILLER	38.97
296059	065895	MODERN SCHOOL SUPPLIES INC	878.77
296060	136388	MITCHELL S MOLLRING	27.61
296061	066083	KAREN F MONTGOMERY	37.03
296063	133945	MOUNTAIN PLAINS RRC USU	250.00
296064	063150	MSC INDUSTRIAL SUPPLY CO	2,517.96
296065	066490	JANIS R MULLINS	72.54
296066	133712	MURPHY TRACTOR & EQUIPMENT CO	233.60
296067	137017	TERESA R MURRAY	80.78
296068	131395	DARREN D MYERS	77.22
296069	067030	CYNTHIA D NABITY	19.18
296070	067000	NASCO	111.78
296071	106499	NATIONAL CENTER FOR YOUTH ISSUES	1,061.05
296072	101560	NATIONAL COUNCIL FOR SOCIAL STUDIES	984.00
296073	067996	JOHN C NOWELL	111.97
296074	133487	PEARSON/HARCOURT ASSESSMENT INC	3,825.00
296075	130548	NCS PEARSON INC	502.75
296076	068334	NEBRASKA AIR FILTER INC	2,336.18
296077	068343	NEBRASKA ASSN OF SCHOOL BOARDS	375.00
296078	068415	NEBRASKA COUNCIL OF SCHOOL	375.00
296079	068440	NEBRASKA DEPARTMENT OF EDUCATION	90.00
296080	068445	NEBRASKA FURNITURE MART INC	994.50
296084	068801	NEBRASKA WORKFORCE DEVELOPMENT	3,490.65

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296085	133989	NEBRASKA WORKFORCE DEVELOPMENT	100.00
296086	068951	MICHAEL L NEEMANN	235.17
296089	099737	NEWS BOWL	299.00
296090	109843	NEXTEL PARTNERS INC	18,619.12
296091	067013	NIMCO INC	34.75
296093	069930	NOVA HEALTH EQUIPMENT COMPANY	799.00
296094	069945	NUTS & BOLTS INC	17.29
296095	133368	KELLY R O'TOOLE	44.46
296096	050042	ANNE M OETH	200.65
296101	100013	OFFICE DEPOT 84133510	8,910.71
296102	101147	OFFICE MAX #521	135.91
296103	134781	MCMURRY INC	87.00
296104	099625	OFFICE SYSTEMS DIVISION, INC.	450.70
296105	107192	OH-K FAST PRINT	45.80
296106	070245	OHARCO DISTRIBUTORS	161.26
296108	070850	OMAHA SLINGS INC	24.21
296109	071024	OMAHA TRACTOR, INCORPORATED	17.90
296110	071027	VIDEO MEDIA PRODUCTS LLC	42.50
296111	071053	OMAHA WORLD HERALD (EDUC)	187.92
296112	071050	OMAHA WORLD HERALD CO	568.35
296113	133850	ONE SOURCE	2,094.00
296114	071180	OUTWATER PLASTICS INDUSTRIES INC	38.08
296115	071190	OVERHEAD DOOR COMPANY OMAHA	100.70
296116	071240	OXFORD UNIVERSITY PRESS INC	36.21
296118	071515	PAINTIN PLACE CERAMICS INC	2,379.77
296121	071623	PARAGON PRINTING, INC.	2,185.50
296122	137015	GEORGE PARKER	136.01
296123	132006	ANDREA L PARSONS	111.15
296124	099244	PASCO SCIENTIFIC	118.00
296125	108098	ANGELO D PASSARELLI	408.97
296126	071758	ROBERT D PATTERSON	11.93
296127	071760	PATTON EQUIPMENT COMPANY INC	375.64
296128	020175	PAUL H BROOKES PUBLISHING CO	114.00
296129	071891	PAYFLEX SYSTEMS USA INC	4,905.00
296130	102047	PAYLESS OFFICE PRODUCTS INC	220.47
296131	131610	PATRICIA D BUFFUM	140.00
296132	071305	PBS VIDEO	94.94
296133	071353	WARFIELD PCI LIMITED	57.95
296134	071947	PAULA A PEAL	162.00
296135	109027	PEARSON EDUCATION	30.73
296136	082652	PEARSON EDUCATION	556.57
296137	133487	PEARSON/HARCOURT ASSESSMENT INC	27.93
296138	099302	PEGLER-SYSCO FOOD SERVICE CO	720.26
296139	109831	JANET PELSTER	119.34
296141	107783	HEIDI T PENKE	40.36
296142	072216	PERMA BOUND	208.20

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296143	137009	ANGELA J PETERSON	39.25
296144	134365	VICKY L PETERSON	298.93
296145	136390	STACI M PETTIT	83.94
296146	133390	HEATHER C PHIPPS	48.61
296147	072463	PHOENIX LEARNING RESOURCES LLC	84.75
296148	072468	PHYSICIAN SALES & SERVICE	108.73
296149	134428	ELIZABETH A PACHTA	195.56
296150	130721	MARY J PILLE	240.43
296152	072760	PITSCO INC	3,185.95
296153	072785	PLANK ROAD PUBLISHING INC	107.25
296154	072850	PLAYTIME EQUIPMENT & SCHOOL SUPPLY	3,312.00
296155	136376	POOLEY'S PUMPKIN PATCH INC	195.00
296156	072900	POPPLERS MUSIC INC	268.63
296157	073010	PORTER TRUSTIN CARLSON	490.00
296158	079051	POSITIVE PROMOTIONS INC	123.95
296159	131835	PRAIRIE MECHANICAL CORP	11,628.72
296160	135569	CYNTHIA L PRESTON	121.97
296162	133745	PRIMEX WIRELESS INC	431.73
296164	137038	PROTOCOL ANALYSIS INSTITUTE LLC	1,890.00
296165	073040	PSI GROUP-OMAHA	20,000.00
296166	073840	PSYCHOLOGICAL ASSESSMENT	240.50
296169	099219	RADIOSHACK CORP	80.94
296170	078250	RALSTON PUBLIC SCHOOLS	551.00
296171	137118	LISA M RANDS	110.56
296172	137109	KAMELA RANMANZAI	152.10
296173	109810	BETHANY B RAY	169.06
296174	100642	REALLY GOOD STUFF INC	43.84
296175	132808	REBECCA SNYDER SPEECH SERVICES	2,160.00
296176	078673	RECORDING FOR THE BLIND & DYSLEXIC	790.00
296177	133191	MATTHEW K REGA	137.14
296178	134858	JENNIFER L REID	46.03
296179	078958	REMEDIA PUBLICATIONS	197.77
296181	109192	KIMBERLI R RICE	128.70
296183	102186	COMMUNITY PRODUCTS LLC	37.50
296184	079198	PATRICIA A RITCHIE	121.68
296185	136847	RIVERSIDE TECHNOLOGIES INC	450.00
296186	136252	ROBERT HALF MANAGEMENT RESOURCES	12,690.00
296187	079310	ROCKBROOK CAMERA CENTER	1,893.00
296188	102827	ROCKLER COMPANIES INC	869.11
296189	137125	LAUREN M ROEDER	246.49
296190	132334	CAROL A ROGERS	114.86
296191	137006	JOAN E ROGERT	42.12
296192	134882	LINDA A ROHMILLER	39.89
296193	134990	BRITTANY A ROM	140.40
296194	134081	EILEEN A RONCI	265.59
296196	079440	ROSENBAUM ELECTRIC INC	1,723.69

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Check No	Vend No	Vendor Name	Amount
296198	072286	JEAN M RUCHTI	142.21
296199	137077	LAURA RUNGE	11.23
296201	133572	RURAL METRO MEDICAL SERVICES	1,938.00
296202	130477	KATHRYN I RYAN	36.27
296203	136595	THOMAS J RZEMYK	503.91
296204	101166	S & S WORLDWIDE INC	173.70
296205	101101	SAFETY KLEEN SYSTEMS INC	1,311.43
296207	136533	SAFEWAY TRANSPORTATION LLC	14,225.15
296209	081604	JEFFREY A SALBERG	173.74
296210	081630	SAM'S CLUB DIRECT	1,057.80
296211	073300	SAMMONS PRESTON ROLYAN	886.75
296212	081695	SARGENT WELCH	85.60
296213	081725	KIMBERLEY K SAUM-MILLS	166.80
296214	133389	RYAN D SAUNDERS	189.00
296215	081800	SAX ARTS & CRAFTS INC	985.51
296216	109806	BRENT J SCHADE	22.81
296217	081880	SCHEMMER ASSOCATES INC	5,186.77
296218	106432	KELLI J SCHINSTOCK	72.54
296219	134575	ANN L SCHMIDT	5.94
296220	134174	ELIZABETH M SCHMIDT	73.71
296221	137012	SHELLEY L SCHMITZ	25.50
296222	082100	SCHOLASTIC INC	500.00
296223	082140	SCHOLASTIC MAGAZINES	1,608.03
296224	135488	SCHOOL NURSE SUPPLY	215.25
296225	082350	SCHOOL SPECIALTY INC	115.01
296226	099808	SCHOOLMASTERS	254.73
296228	082395	CLAUDIA K SCHULTE	122.26
296229	082475	SCIENCE KIT & BOREAL LABS LLC	50.97
296230	130851	SEARCH INSTITUTE	1,725.00
296231	082905	KIMBERLY A SECORA	57.15
296232	098765	SECURITY BENEFIT LIFE INS CO	221,759.63
296233	098765	SECURITY BENEFIT LIFE INS CO	3,038.88
296234	082910	SECURITY EQUIPMENT INC	289.50
296235	108161	STAN J SEGAL	27.33
296236	082941	KELLY M SELTING	156.78
296237	133498	SHARED MOBILITY COACH INC	5,032.35
296238	109800	AMY L SHATTUCK	154.44
296239	109830	MATTHEW V SHEPPARD	136.88
296240	083188	SHIFFLER EQUIPMENT SALES, INC.	176.61
296242	137008	JULIA A SHIPP	27.26
296245	131887	SIEMENS BUILDING TECHNOLOGIES INC.	830.00
296247	132590	SILVERSTONE GROUP INC	11,250.00
296248	083400	SIMPLEXGRINNELL	27.00
296249	083452	SIMPSON SUPPLY	286.90
296250	136137	JULIA C SINIARD	73.25
296251	132108	SKATELAND 132ND INC	70.00

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Check No	Vend No	Vendor Name	Amount
296253	107093	CHARLENE S SNYDER	14.98
296254	101476	SODEXO INC & AFFILIATES	84,920.43
296255	F03032	SOFTCHOICE CORPORATION	2,384.00
296256	137035	SOLIANT HEALTH	7,555.19
296257	067688	SOLUTION TREE LLC	153.75
296258	133382	SOUNDZABOUND MUSIC LIBRARY LLC	12,622.50
296259	084081	SOUTH OMAHA TERMINAL WAREHOUSE CO	1,426.10
296260	133954	SOUTHSIDE PLUMBING LLC	290.75
296261	131714	JOHN D SOUTHWORTH	26.32
296262	136932	SPECIALIZED PRODUCTS SERVICE LLC	2,765.00
296263	136249	SPECIFIED DESIGN CONSULTANTS INC	252.66
296264	136614	SPECTRUM TRAINING SYTEMS INC	260.00
296265	084326	SPORTIME	1,006.69
296266	134733	SPORTS IMPORTS INC	1,672.00
296267	109836	AMY ST AMOUR	138.64
296268	137010	CHRISTINA A STACKENS	105.88
296269	100584	STAHL'S LETTERING INC	84.40
296270	084415	STANDARD STATIONERY SUPPLY CO	300.64
296271	137005	STANFORD PROGRAM INTERNATIONAL	35.95
296272	134116	STATE STEEL OF OMAHA	1,508.30
296276	084618	STETSON BUILDING PRODUCTS INC	24.50
296277	137117	JEANNE STICKNEY	82.78
296278	135211	KENNETH STOBBE	35.01
296279	084781	SUMMIT LEARNING	106.13
296280	084907	SUNDERLAND BROTHERS COMPANY	154.18
296281	084930	SUPER DUPER INC	32.00
296282	102869	SUPER SAVER #20	787.02
296283	084959	JAMES V SUTFIN	131.44
296284	137011	CARRIE A SWANEY	188.37
296285	132417	JAMES D SWITZER	29.83
296286	088654	TARGET	706.63
296288	103050	DRAPHIX, LLC	303.01
296289	132962	CHILDCRAFT EDUCATION CORPORATION	325.54
296291	131138	JULIE A TEIPER	10.29
296292	133969	TENNANT SALES & SERVICE COMPANY	269.35
296293	102822	THERAPRO INC	250.20
296295	135066	TERENCE J THIELEN	49.73
296297	107959	NANCY C THORNBLAD	55.22
296298	137018	JANE E THORSON	27.78
296299	135006	STEVE D THRONE	74.88
296300	089318	A GERALD TIEGER	25.27
296301	132493	GREGORY E TIEMANN	84.82
296303	132794	TOLEDO PHYSICAL ED SUPPLY CO	446.95
296304	106807	JEAN M TOOHER	34.51
296305	089572	TOOL SHED INC	131.25
296306	131446	TOSHIBA AMERICA INFO SYS INC	16,219.11

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Check No	Vend No	Vendor Name	Amount
296307	132138	TOYOTA FINANCIAL SERVICES	528.26
296308	108055	TRADE WELL PALLET INC	2,835.00
296309	131170	TREASURE BAY INC	331.16
296310	089765	TRI-V TOOL & MFG. CO.	70.00
296311	107719	KIMBERLY P TRISLER	29.25
296312	106493	TRITZ PLUMBING, INC.	4,721.05
296313	132593	LORI A TRITZ	49.77
296314	136110	DONNA R TROMBLA	68.73
296315	132268	LYNNE A TRUMAN	49.14
296316	135505	TY'S OUTDOOR POWER & SERVICE INC	4,224.66
296317	131819	JEAN R UBBELOHDE	179.59
296318	090678	UNISOURCE	4,184.35
296319	109861	UNITED EQUIPMENT SERVICES CO INC	1,743.25
296320	100096	UNIVERSITY OF NE AT LINCOLN	991.33
296321	068840	UNIVERSITY OF NEBRASKA AT OMAHA	199.00
296322	068840	UNIVERSITY OF NEBRASKA AT OMAHA	125,000.00
296323	068840	UNIVERSITY OF NEBRASKA AT OMAHA	882.00
296324	090900	UNIVERSITY PUB, INC.	64.00
296325	090973	UPSTART	31.00
296326	090632	US TOY CO/CONSTRUCTIVE PLAYTHINGS	117.13
296327	091040	VAL LTD	182.24
296328	083340	VERNE SIMMONDS COMPANY	2,649.98
296329	092280	VERNIER SOFTWARE & TECHNOLOGY LLC	145.00
296330	136318	JENNIFER L VEST	205.91
296331	092323	VIRCO MANUFACTURING CORP	3,257.40
296332	109122	CONNIE L VLCEK	65.59
296334	092834	WALKER TIRE INC	430.39
296335	137110	KATHLEEN K WALLACE	119.49
296336	093008	BARBARA N WALLER	57.82
296338	093650	WARD'S NATURAL SCIENCE EST LLC	2,675.79
296339	136617	ANTHONY R WARD	1,597.50
296340	136313	DARCY N WARNER	67.91
296341	093765	WATER ENGINEERING, INC.	2,433.43
296342	093976	WEEKLY READER CORPORATION	109.60
296343	093978	BECKY S WEGNER	136.89
296347	094174	WEST MUSIC COMPANY	142.90
296348	107563	CAROL M WEST	167.89
296350	094630	WESTONE LABORATORIES	35.20
296351	094650	WESTSIDE COMMUNITY SCHOOLS	112.00
296352	136909	WHEELER CONTRACTING INC	1,020.00
296353	094751	DEBBY A WHITAKER	203.17
296354	133663	HD SUPPLY CONSTRUCTION SUPPLY LTD	122.34
296355	094859	WIESER EDUCATIONAL INC	200.07
296356	136322	TAMARA J WILLIAMS	88.00
296357	136323	STACIE A WITHERSPOON	267.81
296358	137016	ANGELA L WITTE	164.35

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Check No	Vend No	Vendor Name	Amount
296359	109073	CRAIG J WOLF	28.66
296361	095349	WOODWIND & BRASSWIND OF SO BEND LLC	1,574.00
296362	130716	SUSAN J WOOSTER	64.93
296363	095362	NANCY R MCGRATH	444.64
296364	136399	WORLDWIDE TICKET & LABELS LLC	474.90
296365	095491	GLEN E WRAGGE	369.42
296366	100578	WT COX SUBSCRIPTIONS INC	509.27
296367	095674	XEROX CORPORATION (LEASES)	214.00
296370	136809	MELISSA L ZECHES	23.46
296371	137020	CHAD R ZIMMERMAN	51.18
296372	136855	PAUL R ZOHLEN	62.24
296373	135647	LACHELLE ZUHLKE	47.26
Total for GENERAL FUND			1,923,797.31
21406	133617	CONOCOPHILLIPS	85.25
21407	019111	BISHOP BUSINESS EQUIPMENT	305.00
21408	132423	HEWLETT PACKARD CO	95.00
21409	010280	SAMUEL A PULLEN INC	2,162.00
21410	100944	MCDONALD & ASSOCIATES INC	73.50
21411	109843	NEXTEL PARTNERS INC	194.67
21412	100013	OFFICE DEPOT 84133510	345.16
21413	131350	JUDITH H SCHULTZ	19.94
Total for FOOD SERVICE			3,280.52
295683	010298	ACCU CUT SERVICES LLC	615.25
295689	011051	ALL MAKES OFFICE EQUIPMENT	2,563.96
295697	133174	ENCOREONE LLC	126.00
295704	135051	APPLES & MORE A TEACHERS STORE	293.38
295727	099646	BARNES & NOBLE BOOKSTORE	490.75
295745	019559	BOUND TO STAY BOUND BOOKS INC	4,350.27
295765	134794	CARLEY CONSTRUCTION LLC	26,229.01
295772	133589	CDW GOVERNMENT, INC.	33,298.46
295780	099222	CLASSROOM DIRECT	92.86
295781	132697	CLASSROOM PRODUCTS WAREHOUSE LLC	145.74
295796	099957	CRYSTAL SPRINGS BOOKS	54.95
295801	134721	CYC CONSTRUCTION INC	2,365.08
295820	135933	DKAH SERVICES CORP	150.00
295823	136245	DONOVAN PROPERTIES LLC	1,549.34
295826	130648	DOSTALS CONSTRUCTION CO INC	22,410.00
295837	133806	E & A CONSULTING GROUP INC	1,942.50
295850	038140	ELECTRONIC SOUND INC.	720.00
295875	041100	FOLLETT LIBRARY RESOURCES	60,306.72
295895	136728	GREAT AMERICAN HARDWOOD FLOORING	2,458.00
295911	047855	HARCOURT INC	2,546.08
295941	049715	HUMAN KINETICS	96.30
295951	108348	INDEPENDENT SYSTEMS INC	1,536.00
295977	109138	JOSEPHSON INSTITUTE OF ETHICS	55.38

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295978	026300	JP COOKE COMPANY	33.50
296005	099217	LAKESHORE LEARNING MATERIALS	2,928.92
296036	063349	MCGRAW-HILL COMPANIES	2,115.70
296052	131899	MIDWEST STORAGE SOLUTIONS	2,170.80
296080	068445	NEBRASKA FURNITURE MART INC	1,412.00
296081	099750	NEBRASKA LIBRARY ASSOCIATION	51.30
296101	100013	OFFICE DEPOT 84133510	40.54
296163	073610	PROGRESS PUBLICATIONS	212.87
296174	100642	REALLY GOOD STUFF INC	742.00
296222	082100	SCHOLASTIC INC	42.48
296225	082350	SCHOOL SPECIALTY INC	81.35
296245	131887	SIEMENS BUILDING TECHNOLOGIES INC.	3,134.09
296279	084781	SUMMIT LEARNING	51.90
296281	084930	SUPER DUPER INC	330.00
296331	092323	VIRCO MANUFACTURING CORP	3,827.06
296333	092789	WALDINGER CORPORATION	4,100.00
Total for SPECIAL BUILDING			185,670.54
295664	135212	KIM M THOMPSON	579.80
295700	069689	AMSAN LLC	3,188.70
295758	133375	BUSINESS INTERIORS GROUP	5,281.76
295759	099431	BUSINESS MEDIA INC	660.00
295788	130646	COMMONWEALTH ELECTRIC	3,581.00
295793	108436	COX COMMUNICATIONS INC	89.78
295821	107232	DLR GROUP INC	240.00
295838	131740	EAGLE SOFTWARE INC,	264.00
295926	132423	HEWLETT PACKARD CO	11,398.00
295996	134607	KONICA MINOLTA PRINTING SOLUTIONS	5,436.00
296001	133923	KUBAT PHARMACY/HEALTHCARE	672.69
296047	102870	MIDLAND COMPUTER INC	1,474.44
296185	136847	RIVERSIDE TECHNOLOGIES INC	360.00
296255	F03032	SOFTCHOICE CORPORATION	450.00
296294	108099	THIELE GEOTECH INC	2,923.00
296331	092323	VIRCO MANUFACTURING CORP	3,088.37
Total for CONSTRUCTION			39,687.54
295648	135201	DOANE COLLEGE	543.00
295654	136285	MICHELLE L KRAFT	53.41
295660	136059	PAUL SCHULTE	96.25
295680	010278	ACADEMIC HALLMARKS INC	61.00
295691	107651	AMAZON.COM INC	85.54
295700	069689	AMSAN LLC	246.44
295713	013511	ATTAINMENT COMPANY INC	1,795.00
295727	099646	BARNES & NOBLE BOOKSTORE	427.92
295744	101364	BOOKWORM	418.78
295756	135789	LINDA S BURKE	27.51
295779	137115	LEISTAD SYSTEMS	307.06

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Check No	Vend No	Vendor Name	Amount
295818	099552	DISCOUNT SCHOOL SUPPLY	89.55
295832	132341	DOUGLAS/SARPY EXTENSION SERVICE	190.00
295843	037525	EDUCATIONAL SERVICE UNIT #3	3,915.00
295858	132472	EVAN-MOOR EDUCATIONAL PUBLISHERS	989.98
295874	041086	FLINN SCIENTIFIC INC	1,282.85
295923	135616	BAILEY HEMPHILL	157.50
295942	101032	HUSKER MIDWEST PRINTING	73.65
295944	132878	HY-VEE INC	23.92
295964	136953	JSDO I LLC	266.84
295982	056215	KAPLAN EARLY LEARNING CO	715.89
295987	131177	ANDREA L KIDD	38.90
295989	056724	KINKO'S	135.00
296004	058755	LIDLAW TRANSIT INC	1,317.90
296005	099217	LAKESHORE LEARNING MATERIALS	112.68
296023	057770	LRP PUBLICATIONS INC	118.35
296063	133945	MOUNTAIN PLAINS RRC USU	100.00
296082	136532	NEBRASKA LUTHERN OUTDOOR MINISTERIE	2,325.00
296092	069675	NOBBIES INC	206.26
296101	100013	OFFICE DEPOT 84133510	91.43
296151	137108	STEPHANIE O PITHART	50.18
296155	136376	POOLEY'S PUMPKIN PATCH INC	145.00
296168	077750	QUILL CORP	60.74
296174	100642	REALLY GOOD STUFF INC	174.86
296182	102512	RICHARD PIDCOCK	86.00
296208	081491	SAGE PUBLICATIONS, INC.	250.60
296210	081630	SAM'S CLUB DIRECT	86.72
296222	082100	SCHOLASTIC INC	900.00
296230	130851	SEARCH INSTITUTE	1,150.00
296243	083219	SHOPKO STORE #056	199.26
296275	131099	STENHOUSE PUBLISHERS	664.11
296286	088654	TARGET	411.71
296290	132974	TEACHING STRATEGIES INC	149.39
296337	131112	LINDA WALTERS	41.93
296349	131499	WESTERN BOWL LLC	73.50
296356	136322	TAMARA J WILLIAMS	143.07
296363	095362	NANCY R MCGRATH	842.03
Total for GRANT FUND			21,641.71
295736	134884	JULIE K BERGSTROM	190.20
295739	019111	BISHOP BUSINESS EQUIPMENT	9,673.00
295759	099431	BUSINESS MEDIA INC	1,320.00
295772	133589	CDW GOVERNMENT, INC.	867.45
295809	032800	DEMCO INC	145.30
295820	135933	DKAH SERVICES CORP	50.00
295826	130648	DOSTALS CONSTRUCTION CO INC	4,600.00
295832	132341	DOUGLAS/SARPY EXTENSION SERVICE	90.00
296047	102870	MIDLAND COMPUTER INC	41.64

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Check No	Vend No	Vendor Name	Amount
296106	070245	OHARCO DISTRIBUTORS	105.50
296187	079310	ROCKBROOK CAMERA CENTER	197.50
296246	133575	SIGN SOLUTIONS INC	460.50
Total for DEPRECIATION			17,741.09
295689	011051	ALL MAKES OFFICE EQUIPMENT	322.52
295700	069689	AMSAN LLC	554.46
295704	135051	APPLES & MORE A TEACHERS STORE	136.37
295712	100014	ATLAS PEN & PENCIL CORPORATION	23.35
295719	136339	AIMEE BAKER	136.00
295720	135322	ALEXANDER BAKER	160.00
295727	099646	BARNES & NOBLE BOOKSTORE	308.21
295735	137126	DANIELLE BENTZINGER	120.00
295753	136341	RAYNEE BUCKLEY	120.00
295757	136700	ZACH BURKLUND	170.00
295772	133589	CDW GOVERNMENT, INC.	123.00
295775	136132	ABBY CHARVAT	140.00
295788	130646	COMMONWEALTH ELECTRIC	834.33
295792	135694	JUSTINE COOPER	160.00
295795	134039	CROUCH RECREATIONAL DESIGN INC	28.00
295826	130648	DOSTALS CONSTRUCTION CO INC	4,525.00
295833	135695	AMANDA D DOWNING	160.00
295839	136361	NICHOLAS EARDENSOHN	90.00
295850	038140	ELECTRONIC SOUND INC.	2,100.00
295860	136342	KEVIN FALCK	160.00
295862	135766	KAITLYN FEDER	120.00
295901	135078	SHANNON GUY	192.00
295912	047856	HARCOURT OUTLINES INC	230.20
295922	137044	KASSIE HEEB	35.00
295927	135702	KYLEE HIGGINSON	120.00
295934	135313	RACHEL HOGAN	170.00
295935	136572	HOLT WOODWORKING INC	1,299.00
295948	135517	KAREN ILLG	110.00
295949	134557	ELLEN R ILLG	186.00
295968	136054	NICK JOBEUN	140.00
295976	134980	ABIGAIL C JORGENSEN	144.00
295992	136767	KYLIE KNEIFL	35.00
295993	136126	JUSTIN A KOFOED	120.00
295995	135858	TYLER PAUL KOHLES	80.00
296000	137045	ALYSON KRIZ	160.00
296002	137046	LAURA KUHN	140.00
296004	058755	LAIDLAW TRANSIT INC	575.32
296035	136364	ELIZABETH MCGINN	105.00
296047	102870	MIDLAND COMPUTER INC	116.87
296062	137111	SATURNRINA LEE MORRIS	90.00
296083	068684	NEBRASKA SCIENTIFIC	87.80
296087	137043	ERIN NELSON	85.00

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Check No	Vend No	Vendor Name	Amount
296088	136702	TREVOR NELSON	160.00
296090	109843	NEXTEL PARTNERS INC	39.98
296091	067013	NIMCO INC	111.61
296101	100013	OFFICE DEPOT 84133510	118.24
296106	070245	OHARCO DISTRIBUTORS	88.00
296107	099658	OMAHA CHILDRENS MUSEUM	250.00
296117	135697	JACOB PAASCH	160.00
296119	135566	MEGAN PALIK	140.00
296120	135518	MEAGAN PAPATYI	48.00
296130	102047	PAYLESS OFFICE PRODUCTS INC	133.77
296140	135080	JULIE PENGILLY	60.00
296161	101892	PRIDE HOME SERVICES INC.	750.00
296167	135698	CHAEI QUANDT	160.00
296180	134996	BECCA RICE	48.00
296187	079310	ROCKBROOK CAMERA CENTER	1,430.00
296195	071023	OMAHA THEATER CO FOR YOUNG PEOPLE	1,109.00
296197	134997	KATHERINE ROUNDS	144.00
296222	082100	SCHOLASTIC INC	1,015.00
296227	137083	LISA SCHROEDER	160.00
296241	137113	BAILEY SHILLER	10.00
296244	137119	DAVID SHRIVER	20.00
296252	136131	BRENDON SMITH	90.00
296265	084326	SPORTIME	743.61
296273	136465	JAKE STAUFFER	180.00
296274	132328	KAYLA STAUFFER	42.00
296286	088654	TARGET	168.91
296287	137121	MEGHAN S TAYLOR	20.00
296296	137122	MORIAH THOMPSON	20.00
296302	137112	JAMES TILLOTSON	50.00
296303	132794	TOLEDO PHYSICAL ED SUPPLY CO	271.08
296318	090678	UNISOURCE	2,992.91
296324	090900	UNIVERSITY PUB, INC.	852.00
296325	090973	UPSTART	296.15
296344	135522	AMANDA WEIHL	140.00
296345	134999	FAWN WEIHL	105.00
296346	135327	KARI WEIHL	42.00
296347	094174	WEST MUSIC COMPANY	196.20
296360	135714	ALEXIS WONG	120.00
296368	135390	CANDACE YONG	120.00
296369	137120	ANDREW YORK	20.00
Total for ACTIVITY FUND			27,337.89
Report Total			2,219,156.60



Don Stroh Administration Center • 5606 So. 147th Street • Omaha, NE 68137-2647 • (402) 715-8200 • Fax (402) 715-8409

October 29, 2008

TO: Board Members

FROM: Amy Friedman

RE: Employees of the Month

The Employees of the Month for November are Jennifer Reid, English Language Learner Department Head, and Rich Lang, day custodian at Aldrich Elementary.

AF:sp

AGENDA SUMMARY SHEET

AGENDA ITEM: Professional Services Contract for 2009

MEETING DATE: November 3, 2008

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF DESCRIPTION: Professional Services Contract for 2009

ACTION DESIRED: APPROVAL XX DISCUSSION _____ INFORMATION _____

BACKGROUND:

It is time to renew the Professional Services Contract between the Millard Public Schools and Ruth Mueller Robak. Bill is asking for a \$5,000 increase this year.

OPTIONS AND ALTERNATIVES CONSIDERED: None

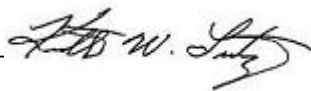
RECOMMENDATION: Approve

STRATEGIC PLAN REFERENCE: Operational strategy

IMPLICATIONS OF ADOPTION OR REJECTION:

TIMELINE:

RESPONSIBLE PERSON: Angelo Passarelli

SUPERINTENDENT'S APPROVAL: _____  _____

BOARD ACTION:

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made by and between Millard Public Schools, hereinafter referred to as Principal and the lobbying firm of Ruth Mueller Robak LLC, 530 South 13th Street, Suite 110, Lincoln, Nebraska 68508 hereinafter referred to as Lobbyist.

WITNESSETH, that Principal and Lobbyist for the consideration hereinafter named agree as follows:

ARTICLE I

Lobbyist shall undertake the professional representation of the legislative interests of Principal before the Nebraska State Legislature during the period January 1, 2009 through December 31, 2009. Any special session convened during the term of this Contract is expressly excluded from this Contract. Lobbyist shall use its best efforts in the performance of this Contract, and shall devote such time, personnel, and resources in the performance of such Contract as in Lobbyist's reasonable judgment will provide the highest probability of success. It is mutually understood and agreed that Lobbyist cannot and does not either expressly or impliedly guarantee or warrant the result of its efforts. It is understood and agreed that Principal is retaining Lobbyist to provide lobbying services and not legal services and no attorney-client relationship is created hereunder between the Parties.

ARTICLE II

It is agreed that representation under this Contract involves monitoring and actively lobbying legislative bills and resolutions introduced in the Nebraska Legislature of interest to Principal. Lobbyist will read all legislative bills and resolutions. Lobbyist will monitor the activities of the Legislature and be generally aware of legislative issues of interest to Principal. Lobbyist will provide copies of bills to Principal which Lobbyist has identified as being of possible interest to Principal and Lobbyist will inform Principal as to their status in the legislative process. Lobbyist will be available to report to Principal by telephone, in writing or in person upon reasonable request. Lobbyist will be available for advice and consultation to Principal on relevant legislative issues pending before the Nebraska Legislature.

If extraordinary lobbying time and effort is required during the legislative session or in the interim, the parties shall negotiate a supplemental fee for the additional time and effort involved.

ARTICLE III

Principal shall pay to Lobbyist the fixed fee of \$50,000.00 for providing services under this Contract. Such fee shall be payable in four (4) installments of \$12,500.00 each payable on January 5, April 5, July 5, and October 5, 2009. Incidental expenses, including lobbyist registration fees and reasonable entertainment expenses, shall also be payable by Principal and will be billed separately to Principal. The payments authorized under this agreement will be applied to the payment of the Principal's account and are earned upon receipt.

ARTICLE IV

It is understood that Lobbyist shall not be deemed an employee, agent, partner or joint venturer of Principal, but is acting solely as an independent contractor for all purposes and at all times. Principal acknowledges that Lobbyist has now and may hereafter acquire other clients for whom Lobbyist provides lobbying services and that the services of Lobbyist are not exclusive to Principal.

ARTICLE V

Principal recognizes that Lobbyist is engaged in the business of lobbying for a number of clients. From time to time an issue of legislative concern may affect more than one of Lobbyist's clients. Principal and Lobbyist further recognize that the legislative interests of Principal and other clients of Lobbyist may not always be compatible. Any conflict of interest which arises with respect to any legislative issue will be brought to the attention of all affected clients by Lobbyist and will be resolved in the following manner: (1) An attempt will be made to resolve or compromise the conflict between clients. Such a compromise must be agreed to by all affected clients; (2) If a client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved; (3) If a conflict is not resolved by a client's withdrawal of the issue or mutual compromise of the conflicting points of view, Lobbyist shall continue to represent, on the conflicting issue, only the legislative interests of the client which has had Ruth Mueller Robak LLC or one or more of its current or past lobbyists as a registered lobbyist for the longest continuous period of time. In this circumstance, Principal agrees that it will not object in any manner to this continued representation. For purposes of this article, client includes any parent, subsidiary or affiliated entity of such client.

ARTICLE VI

Principal and Lobbyist shall comply, at their expense, with all

applicable federal and state laws, regulations and executive orders relating to lobbyists. Lobbyists will be available to discuss accountability procedures in order that Principal complies with all accountability laws, regulations and executive orders. However, the responsibility to comply with the laws of the State of Nebraska relating to Principal remains with Principal.

ARTICLE VII

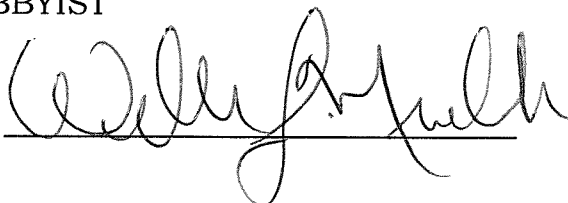
This Contract constitutes the entire agreement between Principal and Lobbyist with respect to the subject matter hereof and shall not be amended or modified without specific written provision to that effect, signed by all parties. No oral agreement of any person whomsoever shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives on this ____ day of _____, 2008.

MILLARD PUBLIC SCHOOLS
PRINCIPAL

RUTH MUELLER ROBAK LLC
LOBBYIST

By: _____

By:  _____

Title: _____

AGENDA SUMMARY SHEET

AGENDA ITEM: Legislative Standing Positions 2009

MEETING DATE: November 3, 2008

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF DESCRIPTION: Standing Position for 2009

ACTION DESIRED: APPROVAL XX DISCUSSION ____ INFORMATION ONLY ____

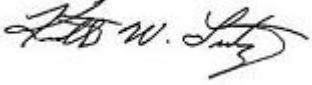
I attached the standing positions for consideration this year. Each year the Board takes a position on Legislative Standing Positions which then guide our lobbying efforts on all bills and amendments to bills.

We have discussed the new standing positions on two occasions. I have also suggested some changes and deletions to past standing positions.

Bill and I will be available to answer your questions.

STRATEGIC PLAN: Implemented Strategies and Superintendent's Goals

RESPONSIBLE PERSON: Angelo Passarelli

SUPERINTENDENT'S APPROVAL: _____  _____

Millard Public Schools Board of Education Standing Positions, 2009

1. The Millard Public Schools supports the independence of established Class III school districts ~~(2009) within cities of the metropolitan class. We believe that any legislation should clarify and support the right of these Class III school districts to remain as independent districts, and that such districts may only waive their right to exist independently of other districts within cities of the metropolitan class through existing reorganization laws, the consent of the boards of education of each affected district and approval by the residents of each affected district (2006).~~
2. The Millard Public Schools supports legislation that seeks accurate and transparent accounting of all funds that support education from local, state and federal sources (2006).
3. State funding should be sufficient to keep teacher's salaries regionally competitive (2003).
4. ~~A legislative solution is the most effective way to resolve the issues that are represented in the current finance litigation (2003).~~
5. ~~Additional state funding should follow any new requirements for new or revised assessments (2002).~~
6. ~~School finance studies should focus on adequacy of funding (2002).~~
7. State and local taxpayers share the responsibility for the Pre-K through 12th grade educational program. The funding should reflect an equitable distribution of state revenue (2001).
8. School districts should be encouraged to support ongoing maintenance of school buildings; therefore spending and levy restrictions should be removed from the building fund (2001).
9. Federal and state governments should never impose unfunded mandates (2001).

10. Local boards of education are accountable to their community for making decisions regarding the educational program and are in the best position to make decisions on curriculum, management and funding (2001).
11. Financial decisions on lids and levies are best made at a local level where elected officials are most accountable to the community (2001).

New Standing Positions

1. The authority to levy for the general fund should remain with locally elected school boards. Rationale: Locally elected boards are in the best position to make decisions on levies and taxes. The Learning Community should not interfere with the timely distribution of local property taxes by the county treasurer.
2. ESU Local Initiative Funds should be restored to previous levels rather than be diverted for Learning Community Governance expenses. Rationale: School districts should not have to reduce programs and staff to support the governance of the Learning Community Council.
3. Locally elected school boards should have the ultimate authority to approve diversity and poverty plans. Rationale: Learning Community Coordinating Councils may not prove to be responsive to local needs.
4. State aid decisions should not be reconsidered after the February 1st certification date. Rationale: School districts need time in order to make proper plans for funding school systems. The rules for state aid should not change after districts have established their budgets and levies.

AGENDA SUMMARY SHEET

Agenda Item: Approval of Section 403(b) Retirement Plan Document

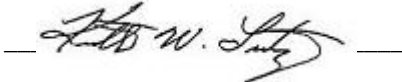
Meeting Date: November 3, 2008

Department: Human Resources

Title & Brief Description: Due to recent changes to federal regulations regarding 403(b) retirement plans offered by employers, the Human Resources division has been working with the District's consultant, Gatekeeper, to ensure that we are in compliance prior to the deadline of January 1, 2009. This resolution would approve the resolution and amended plan document prepared by Gatekeeper with input and review from the District and would bring the District in compliance with the regulations related to the 403(b) retirement plan document.

Action Desired: Approval of Resolution and Amended 403(b) Retirement Plan Document effective January 1, 2009.

Responsible Person: Chad Meisgeier

Approval: 

MILLARD PUBLIC SCHOOLS

403(b) RETIREMENT PLAN

Restated and Amended as of 1/1/2009

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MILLARD PUBLIC SCHOOLS 403(b) RETIREMENT PLAN

Restated and Amended as of 1/1/2009

PARTIES TO AGREEMENT

THIS AGREEMENT, restated and amended effective as of 1/1/2009, is made by and between Millard Public Schools and the Participants who are parties to this Agreement by reason of a Salary Reduction Agreement entered into pursuant to the provisions of the Millard Public Schools 403(b) Retirement Plan (the "Plan") and/or the contribution by Millard Public Schools of amounts to the Plan on behalf of such Participant.

RECITALS

WHEREAS, the Plan was established by Millard Public Schools to provide retirement benefits for employees of Millard Public Schools; and

WHEREAS, Millard Public Schools is an eligible public education organization under section 170(b)(1)(A)(ii) of the Internal Revenue Code of 1986, as amended, and is authorized to offer a defined contribution tax-deferred annuity plan under section 403(b) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Plan is intended to satisfy the requirements of section 403(b) of the Internal Revenue Code of 1986, as amended, as a defined contribution tax-deferred annuity plan of a governmental entity; and

WHEREAS, this is the restatement and amendment of the Millard Public Schools 403(b) Retirement Plan, effective as of 1/1/2009;

NOW, THEREFORE, effective as of 1/1/2009, in consideration of the payments provided for and the mutual promises set forth, the parties agree as follows:

ARTICLE 1.

DEFINITIONS

Unless otherwise clearly apparent from the context, the following definitions shall be effective for terms used in this Plan:

- 1.1 **“Account”**: The account(s) or accumulation(s) maintained for the benefit of any Participant or Beneficiary under one or more Annuity Contract(s) or Custodial Account(s).
- 1.2 **“Account Balance”**: The value of the aggregate amount credited to the Participant under all Accounts, including the Participant’s Elective Deferrals, Roth 403(b) Contributions and any Employer Contributions to the extent such contributions are permitted under the terms of this Plan, the earnings or losses of each Annuity Contract or Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant’s benefit, and any distribution made to the Participant or the Participant’s Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant’s death, then a separate Account Balance shall be maintained for each Beneficiary, subject to the terms of the Individual Agreements. The Account Balance includes any account established under Article 8 of the Plan for rollover contributions and plan-to-plan transfers made for a Participant, any account established for a Beneficiary after a Participant’s death, and any account or accounts established for an alternate payee (as defined in Code section 414(p)(8)), to the extent such contributions and the establishment of such accounts are permitted by the terms of this Plan and the Individual Agreements.
- 1.3 **“Administrator”**: The Benefit Plan Committee and its designee(s). If the Benefit Plan Committee is not functional or is not in existence, the Administrator will be the Board of Education of School District #17 of Douglas Co., NE and its designee(s). The Administrator may delegate any portion of its authority and/or administrative responsibilities to one or more designee(s), including any individual(s), committee(s), third party administrator(s), investment provider(s) and/or other service provider(s).
- 1.4 **“Annuity Contract”**: A nontransferable contract as defined in Code section 403(b)(1), established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue

annuities in Nebraska, the State in which the Employer is located, and that includes payment in the form of an annuity.

The definition of Annuity Contract includes any separate life insurance contract issued before September 24, 2007, provided that the benefits provided under such life insurance contract satisfy the incidental benefit requirement of Treasury Regulations section 1.401-1(b)(1)(i), as required by Treasury Regulations section 1.403(b)-8(c)(2). Plan assets may not be invested in any separate life insurance contract issued on or after September 24, 2007.

- 1.5 **“Beneficiary”**: The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements. Each Participant may designate one or more beneficiar(ies) by completing and executing a written beneficiary designation form provided by the Administrator and filing such form with the Administrator.
- 1.6 **“Board”**: The Board of Education of School District #17 of Douglas Co., NE.
- 1.7 **“Code”**: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- 1.8 **“Committee”**: The Benefits Plan Committee and its designee(s). If the Benefits Plan Committee is not functional or is not in existence, the Administrator will be the Board of Education of School District #17 of Douglas Co., NE and its designee(s).
- 1.9 **“Compensation”**: All cash compensation for services to the Employer, including Salary, Bonus, Overtime and Extra Duty Pay that is includible in the Employee’s gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee’s gross income for the calendar year but for a Compensation Reduction election under Code sections 125, 132(f), 401(k), 403(b) or 457(b) of the Code (including an election under Article 2 made to reduce compensation in order to have Elective Deferrals under the Plan).
- 1.10 **“Compensation Reduction”**: The amount deferred which results from the Participant’s election to reduce his Compensation under the Salary Reduction Agreement and which the Participant and the Employer mutually agree shall be

deferred in accordance with this Plan or another employee benefit plan or program.

- 1.11 **“Contribution”**: The collective reference to all types of contributions permitted under the Plan, including Elective Deferrals and/or Roth 403(b) Contributions, Rollover Contributions and/or Employer Contributions, to the extent permitted under Article 3, Section 8.1 and Article 4 of the Plan.
- 1.12 **“Custodial Account”**: The group or individual custodial account or accounts, as defined in Code section 403(b)(7), established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.
- 1.13 **“Disabled”**: The definition of disability provided in the applicable Individual Agreement.
- 1.14 **“Elective Deferral”**: The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.
- 1.15 **“Employee”**: Each individual who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee’s Compensation for performing services for a public school is paid by the Employer.
- 1.16 **“Employer”**: The Millard Public Schools and its Related Employers, including any successors thereto.
- 1.17 **“Employer Contribution”**: If permitted under the terms of this Plan, any contribution made by the Employer in accordance with the provisions of Article 4 of the Plan.
- 1.18 **“Funding Vehicles”**: The Annuity Contract(s) and/or Custodial Account(s) issued for funding amounts held under the Plan, specifically approved by the Employer for use under the Plan and identified in Appendix A, Appendix B and/or Appendix C to this Plan, as may be modified from time to time.
- 1.19 **“Includible Compensation”**: An Employee’s actual wages in box 1 of Form W-2 for the most recent one-year period of service for the Employer that may be counted as a year of service under Code section 403(b)(3), as increased (up to the

dollar maximum) by any Compensation Reduction election under Code section 125, 132(f), 401(k), 403(b) or 457(b) (including any Elective Deferral under the Plan). Includible Compensation includes any payments made to a Participant who has had a Severance from Employment, provided that deferrals from such amounts are permitted under Section 2.7 of the Plan, the Includible Compensation is paid by the later of 2-1/2 months after the Participant's Severance from Employment or the end of the calendar year that contains the date of such Participant's Severance from Employment and all other requirements have been satisfied as set forth in section 1.415(c)-2(e)(3) of the Treasury Regulations. Includible Compensation includes any payments made to an individual who does not currently perform services for the Employer by reason of qualified military service (as defined in Code section 414(u)(5)) to the extent those payments do not exceed the amount the individual would have received if the individual had continued to perform services for the Employer rather than enter qualified military service and subject to the satisfaction of all other requirements set forth in section 1.415(c)-2(e)(4) of the Treasury Regulations. If the Plan permits Employer Contributions under Article 4 of the Plan, such Employer Contributions will be subject to a maximum of \$200,000 (or such higher maximum as may apply under Code section 401(a)(17)) for purposes of determining Includible Compensation. The amount of Includible Compensation is determined without regard to any community property laws.

- 1.20 **“Individual Agreement”**: The agreements between a Vendor and the Employer and/or a Participant that constitutes or governs a Custodial Account or an Annuity Contract. The terms of such Individual Agreement(s) are incorporated by reference herein.
- 1.21 **“Participant”**: An individual for whom Elective Deferrals, Roth 403(b) Contributions, Rollover Contributions and/or Employer Contributions, to the extent permitted under the Plan, are currently being made, or for whom Elective Deferrals, Roth 403(b) Contributions, Rollover Contributions and/or Employer Contributions, to the extent permitted under the Plan, have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.
- 1.22 **“Plan”**: The Millard Public Schools 403(b) Retirement Plan, as restated and amended in this document, and as amended from time to time.
- 1.23 **“Plan Year”**: The calendar year.

- 1.24 **“Related Employer”**: The Employer and any other entity which is under common control with the Employer under Code sections 414(b) or (c). For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.
- 1.25 **“Rollover Contribution”**: If permitted under the terms of this Plan, any rollover contribution that is received by the Plan for the benefit of any Participant in accordance with the provisions of Section 8.1 of the Plan.
- 1.26 **“Roth 403(b) Contribution”**: If permitted under the terms of this Plan, any contribution made by a Participant which is designated as a Roth 403(b) contribution in accordance with the provisions of Article 3 of the Plan and that qualifies as a Roth 403(b) contribution under Code section 402A.
- 1.27 **“Severance from Employment”**: For purposes of the Plan, Severance from Employment occurs on the date on which the Employee ceases to be employed by the Employer and any Related Entity as a result of the Employee’s death, retirement, termination of employment or other severance from employment. However, a Severance from Employment also occurs on any date on which the Employee ceases to be an employee of a public school Employer, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).
- 1.28 **“Spouse”**: The legal spouse to whom a Participant is married under applicable state law on the date benefits are paid. However, if the Participant should die before the date benefits are paid, then the Spouse shall be the legal spouse to whom the Participant was married on the Participant’s date of death. A former spouse will be treated as the Spouse or surviving spouse to the extent required under a qualified domestic relations order as defined in Code section 414(p).
- 1.29 **“Treasury Regulations”**: The regulations promulgated by the Secretary of Treasury and issued under the Code.
- 1.30 **“USERRA”**: The Uniformed Services Employment and Reemployment Rights Act of 1994.

- 1.31 **“Valuation Date”**: Each business day of the Plan Year or such other valuation date as provided under the terms of the applicable Individual Agreement.
- 1.32 **“Vendor”**: The provider of an Annuity Contract or Custodial Account, or any entity expressly authorized by such provider to act on its behalf for the purposes of this Plan.
- 1.33 **“Vested”**: The non-forfeitable portion of any Account maintained on behalf of a Participant.

ARTICLE 2.

PARTICIPATION AND ELECTIVE DEFERRAL CONTRIBUTIONS

2.1 **Eligibility.**

Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals, and Roth 403(b) Contributions to the extent permitted in Article 3 of the Plan, made on his or her behalf hereunder immediately upon becoming employed by the Employer. However, an Employee who normally works fewer than 20 hours per week is not eligible to participate in the Plan. An Employee normally works fewer than 20 hours per week if, for the 12 month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under Code section 410(a)(3)(C)) and, for each Plan Year ending after the close of that 12 month period, the Employee has worked fewer than 1,000 hours of service

2.2 **Compensation Reduction Election for Elective Deferrals; Election Required for Participation.**

An Employee elects to become a Participant by executing an election to reduce his or Compensation (and have that amount contributed as an Elective Deferral and/or Roth 403(b) Contribution in accordance with Article 3 of the Plan on his or her behalf) and filing it with the Administrator. This Compensation Reduction election shall be made on the Salary Reduction Agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than \$200.00, and may change such minimum to a lower amount from time to time. The Salary Reduction Agreement shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals (and/or Roth 403(b) Contributions, Employer Contributions and/or Rollover Contributions, to the extent permitted under Article 3, Article 4 and Section 8.1 of the Plan, respectively) are to be made and a designation of Beneficiary. A Salary Reduction Agreement must be fully completed and signed by the Employee and filed with the Administrator before the Employee can become a Participant in the Plan and receive contributions under the terms of the Plan. Any such Salary Reduction Agreement shall remain in effect until a new Salary Reduction Agreement is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the

Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. All Elective Deferrals shall be made on a pre-tax basis. All Roth 403(b) Contributions shall be made in accordance with the terms of Article 3 of the Plan.

- 2.3 **Commencement of Participation**. An Employee shall become a Participant as soon as administratively practicable following the date the Employee files a Salary Reduction Agreement with the Administrator, pursuant to Section 2.2. Such Salary Reduction Agreement shall become effective as of the first pay period or payment date for the calendar month following the month in which the Salary Reduction Agreement is executed and received by the Administrator or, if later, the first pay period or payment date that is at least one week after the date on which the Salary Reduction Agreement is received by the Administrator.

If an Employee does not elect to participate in the Plan at the time that he is first eligible to participate, he may elect at any time during the period that he remains eligible to participate in the Plan by executing and submitting a Salary Reduction Agreement to the Administrator. Such Salary Reduction Agreement shall become effective as of the date provided under Section 2.5 of the Plan for a change in Salary Reduction Agreement.

- 2.4 **Information Provided by the Employee**. Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including, without limitation, any information required under the Individual Agreements and information as to whether the Employee is or was a participant in any other Code section 403(b) plan.

- 2.5 **Change in Elective Deferrals Election; Other Change in Salary Reduction Agreement**. Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her Salary Reduction Agreement, including a change of the amount of his or her Elective Deferrals (and/or Roth 403(b) Contributions), his or her investment direction and his or her designated Beneficiary. Unless the election specifies a later effective date, a change of the amount of his or her Elective Deferrals (and/or Roth 403(b) Contributions) and/or a change in the investment direction shall take effect as of the first pay period or payment date that is at least one week after the date on which the Salary Reduction Agreement is received by the Administrator, which is a date provided

- by the Administrator and applied on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.
- 2.6 **Contributions Made Promptly.** Elective Deferrals and/or Roth 403(b) Contributions under the Plan shall be transferred to the applicable Funding Vehicle as soon as such amounts can be segregated from the Employer's accounts, but no later than by the fifteenth (15th) business day following the end of the month in which such amounts would otherwise have been paid to the Participant, unless an earlier date is required by applicable state law.
- 2.7 **Sick Pay, Vacation Pay or Back Pay at Severance from Employment.** A Participant who is retiring or otherwise having a Severance from Employment shall have the right to elect to make a deferral from accrued sick pay, accrued vacation pay, back pay or other compensation if: (a) the pay is compensation that would have been paid to the Participant if the Participant continued in employment with the Participating Employer, absent a Severance from Employment, or the Participant would have been able to use the accrued leave if employment had continued; (b) the payments are paid by the later of 2-1/2 months after the date of Severance from Employment or the end of the calendar year that includes the date of Severance from Employment; and (c) the election to defer is made before the date on which the pay would otherwise have been payable.
- 2.8 **Vesting.** A Participant shall be 100% Vested in any Elective Deferral Contribution made to the Plan as of the date such contribution is made to the Plan.
- 2.9 **Termination of Salary Reduction Agreement.** A Participant may terminate his Salary Reduction Agreement with respect to Compensation not yet paid at any time by filing a written notice with the Administrator. Subsequent to termination of his Salary Reduction Agreement, an Employee may at any subsequent time commence participation in the Plan by executing and submitting a revised Salary Reduction Agreement pursuant to the terms of Section 2.5 of the Plan.
- 2.10 **Protection of Persons Who Serve in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may elect to make additional Elective Deferrals (and/or Roth 403(b) Contributions) pursuant to a Salary Reduction Agreement upon resumption of employment with the Employer equal to the maximum Elective Deferrals (and/or Roth 403(b) Contributions) that the Employee could have

elected during the period of the interruption or leave if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals (and/or Roth 403(b) Contributions), if any, actually made for the Employee during the period of the interruption or leave and any Elective Deferrals (and/or Roth 403(b) Contributions) made for the Employee pursuant to Section 4.6 of the Plan. Except to the extent provided under Code section 414(u), this right applies for five (5) years following the resumption of employment (or, if sooner, for a period equal to three (3) times the period of the interruption or leave).

- 2.11 **Leave of Absence.** Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals (and/or Roth 403(b) Contributions) under the Plan shall continue to the extent that Compensation continues.
- 2.12 **Automatic Enrollment for New Employees.** No automatic enrollment will apply for new Employees.

ARTICLE 3.

ROTH 403(b) CONTRIBUTIONS

3.1 **Roth 403(b) Contributions – General.**

Any Employee who is eligible to make contributions to the Plan under Section 2.1 of the Plan may elect to make Roth 403(b) Contributions to the Plan, provided that such Roth 403(b) Contributions are:

- (a) contributed to the Plan pursuant to a Compensation Reduction election executed by the Employee on a Salary Reduction Agreement in accordance with the provisions set forth in Article 2 of the Plan and which qualifies as a designated Roth contribution pursuant to the requirements of Code section 402A;
- (b) irrevocably designated by the Employee at the time of the Compensation Reduction election as a Roth 403(b) Contribution elective deferral that is being made in lieu of all or a portion of the Elective Deferrals the Employee is otherwise eligible to make under the Plan;
- (c) treated by the Employer as includible in the Employee's income at the time the Employee would have received that amount in cash if the Employee had not made a Compensation Reduction election; and
- (d) permitted under the Individual Agreement(s) applicable to the Funding Vehicles selected by the Participant for the investment of the Roth 403(b) Contributions.

3.2 **Annual Contribution Limitations.** For each calendar year, each Participant may elect to make Roth 403(b) Contributions to the Plan up to the applicable limit under Code section 402(g) and as aggregated with Elective Deferrals as described in Sections 5.1, 5.2 and 5.3 of the Plan, and subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement.

3.3 **Deposit Requirements.** Roth 403(b) Contributions shall be deposited with the Funding Vehicles and Accounts designated to receive such Roth 403(b) Contributions by the Participant on his or her Salary Reduction Agreement. Roth

403(b) Contributions shall be deposited with the applicable designated Funding Vehicles in accordance with Section 2.6 of the Plan.

- 3.4 **Vesting.** A Participant shall be 100% Vested in any Roth 403(b) Contributions made to the Plan as of the date such contribution is made to the Plan.
- 3.5 **Separate Accounting Requirements.** A Participant's Roth 403(b) Contributions shall be allocated to a separate account maintained for such deferrals as described herein. Contributions and withdrawals of Roth 403(b) Contributions, and earnings and losses thereon, shall be separately accounted for under each Participant's Account. Gains, losses and other credits and charges shall be separately allocated on a reasonable and consistent basis for each Participant's Roth 403(b) contributions. Except as provided in Section 3.7 of the Plan, no contributions other than Roth 403(b) Contributions and properly attributable earnings may be credited to each Participant's Roth 403(b) Contributions subaccount in each of the Participant's Accounts; such subaccount shall be referred to as the Participant's Roth 403(b) Contributions Account.
- 3.6 **Correction of Excess Deferrals.** Excess deferrals shall be corrected by first distributing Roth 403(b) Contributions (plus earnings thereon) made during the calendar year and then by distributing a Participant's Elective Deferrals (plus earnings thereon) as provided in Section 5.6 of the Plan. However, if a highly compensated employee (as defined in Code section 414(q)) experiences an excess deferral in any calendar year, he may designate the extent to which the excess amount is composed by Elective Deferrals and Roth 403(b) Contributions, provided that both types of contributions were made by the Employee during the applicable calendar year. If the highly compensated employee does not designate which type of contributions are to be distributed, then Elective Deferrals shall be distributed first, followed by Roth 403(b) Contributions.
- 3.7 **Roth Contribution Rollovers into the Plan.**

Notwithstanding Section 8.1 of the Plan, direct rollovers of Roth 403(b) Contributions and Roth 401(k) contributions (and earnings thereon) to the Plan are permitted from another 403(b) plan with Roth 403(b) contribution features or a 401(k) plan with Roth 401(k) contribution features, provided that the Individual Agreement(s) applicable to the Funding Vehicle(s) selected by the Participant for the investment of such contributions permit such Roth contribution rollovers. Direct rollovers shall only be permitted if the transferring plan satisfies the conditions set forth in Code section 402A(e)(1) and only to the extent the rollover

is permitted under the rules of Code section 402(c). In no event does the Plan accept a rollover contribution from a Roth IRA described in Code section 408A.

The Administrator and/or Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code section 402 and to confirm that such plan is an eligible retirement plan within the meaning of Code section 402(c)(8)(B) and Code section 402A(e)(1). The Vendor shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

3.8 **Direct Roth Contribution Rollovers from the Plan.** Notwithstanding Section 7.8 of the Plan, Participants may only make a direct rollover of a distribution of Roth 403(b) Contributions (and earnings thereon) to another 403(b) plan with Roth 403(b) contribution features, a 401(k) plan with Roth 401(k) contribution features or a Roth IRA described in Code section 408A, and only to the extent the rollover is permitted under the rules of Code section 402(c).

3.9 **Distribution of Roth 403(b) Contributions.**

- (a) **Qualified Distributions.** Distributions from a Roth 403(b) Contributions Account will be tax-free for federal income tax purposes and designated as “Qualified Distributions” if:
 - (i) The amounts are held for a 5-year holding period, measured from the first year that the initial Roth 403(b) Contribution was made on behalf of the Participant to a Roth 403(b) Contributions Account under the Plan or, if a Roth contribution was rolled over into the Plan pursuant to Section 3.7 of the Plan, from the first year in which the Participant made a Roth contribution to such other plan, and
 - (ii) The distribution is due to a Participant’s attainment of age 59-1/2, death or in the event of the Participant’s becoming Disabled.
- (b) **Non-qualified Distributions.** Amounts distributed from a Roth 403(b) Contributions Account that are not considered “Qualified Distributions,” as defined in Section 3.9(a) of the Plan, may be distributed from a Roth 403(b) Contributions Account subject to the distribution rules applicable to Elective Deferrals as described in Section 7.1 of the Plan. Such “Non-qualified Distributions” shall be subject to federal income tax to the extent

that the amount distributed exceeds the value of the Participant's Roth 403(b) Contributions to the Plan.

- (c) In no event shall amounts held in a Roth 403(b) Contributions Account be used for a loan in accordance with Section 6 of the Plan, distributed due to a hardship withdrawal under Section 7.7 of the Plan, transferred in accordance with Sections 8.3 or 8.5 of the Plan or exchanged in accordance with Section 8.4 of the Plan.

ARTICLE 4.

EMPLOYER CONTRIBUTIONS

4.1 **Employer Contributions.**

The Employer may, in its sole discretion, make Non-Elective Discretionary, Matching and/or Post-Retirement Employer Contributions (collectively referred to as Employer Contributions) to the Plan on behalf of Employees at such time and in such amount as determined by the Employer, deemed by the Board and/or provided for under any applicable collective bargaining agreement, subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement. Such Employer Contributions shall be identified in Appendix E, Appendix F and/or Appendix G to this Plan, as may be modified from time to time.

- (a) “Employer Non-Elective Discretionary Contribution” means the Employer's non-elective discretionary contribution made to the Plan in accordance with the formula set forth by the Employer in Appendix E to this Plan and allocated to such Employee in such manner and by such method as is set forth by the Employer in Appendix E to this Plan.
- (b) “Employer Matching Contribution” means the Employer's contributions to the Plan that match a Participant's Elective Deferrals and/or Roth 403(b) Contributions in accordance with the formula set forth by the Employer in Appendix F to this Plan and allocated to such Participant in such manner as is set forth by the Employer in Appendix F to this Plan.

- (c) “Employer Post-Retirement Contribution” means the Employer’s non-elective discretionary contribution made to the Plan on behalf of a former Employee in accordance with the formula set forth by the Employer in Appendix G to this Plan and allocated to such former Employee in such manner and by such method as is set forth by the Employer in Appendix G to this Plan, provided that such Employer Post-Retirement Contributions are:
- (i) contributed to the Plan by a date no later than the end of the fifth calendar year following the year in which the former Employee’s Severance from Employment occurred;
 - (ii) contributed to the Plan by a date no later than the end of the month which includes the date of death of the former Employee;
 - (iii) 100% vested at all times; and
 - (iv) based on Includible Compensation, as defined in Code section 403(b)(3) and Treasury Regulations section 1.403(b)-4(d), and subject to the limitations of Code section 415(c)(1), as described in Section 4.5 of the Plan.

Subject to the restrictions of Section 4.1(c)(i) and (ii) above, amounts not contributed to the Plan by the Employer on behalf of any former Employee due to the annual contribution limitations of Code section 415(c)(1), as described in Section 4.5 of the Plan, shall be contributed in the next calendar year (and succeeding calendar year) until the Employer contributes to the Plan all amounts to be contributed on behalf of such former Employee.

- 4.2 **Investment of Employer Contributions.** Employer Contributions made to the Plan shall be invested in the Funding Vehicle(s) as selected by the Participant in his or her Salary Reduction Agreement, in accordance with the provisions of Sections 2.2, 2.3, 2.4 and 2.5 of the Plan and as permitted by the applicable Individual Agreements. Such Employer Contributions shall be allocated to the Participant’s Employer Contributions Account in each Funding Vehicle in which such contributions are invested. The Participant’s “Employer Contributions Account” shall hold the Participant’s total Vested interest (including any earnings and losses attributable thereto) under the Plan resulting from Employer Contributions.

- 4.3 **Deposit of Employer Contributions.** Employer Contributions made to the Plan shall be transferred to the applicable Funding Vehicle(s) within a reasonable period of time following the date of contribution, but in no event later than thirty (30) days following the end of the Plan Year to which such contributions are attributable.
- 4.4 **Vesting.** A Participant shall be 100% Vested in any Employer Non-Elective Discretionary Contribution, Employer Matching Contribution and Employer Post-Retirement Contribution made to the Plan as of the date such contribution is made to the Plan.
- 4.5 **Maximum Annual Additions.**
- (a) The maximum permissible Annual Additions that may be contributed or allocated to each Participant's Account under the Plan for any calendar year shall not exceed the lesser of:
 - (v) \$40,000, as adjusted for increases in the cost of living under Code section 415(d), or
 - (vi) 100 percent of the Participant's Includible Compensation for the calendar year.
 - (b) For purposes of this section, "Annual Additions" means, for any calendar year, the sum of Elective Deferrals (except age 50 catch-up annual deferral contributions, to the extent permitted under section 5.3 of the Plan), Roth 403(b) Contributions and Employer Contributions made to the Participant's Account under the Plan and the sum of any employee and employer contributions made on behalf of such individual under any Code section 401(a) qualified defined contribution plan, simplified employee pension plan (as defined in Code section 408(k)) or individual medical account (as defined in Code section 415(1)(2)) sponsored by the Employer or any other Code section 403(b) plan, whether or not sponsored by the Employer.
 - (c) If a Participant has a "controlling interest" in another employer and participates in that employer's qualified 401(a) defined contribution plan, an individual medical account (as defined in Code section 415(1)(2)) or simplified employee pension (as defined in Code section 408(k)) which

provides Annual Additions, the amount of Annual Additions which may be credited to a Participant's Account for any calendar year will not exceed the maximum permissible amount described in subsection (a), taking into account contributions that have been allocated to such other plans as described in this subsection.

- (d) If the Annual Additions are greater than the maximum permissible amount described in subsection (a) in a calendar year, no amount shall be contributed to the Participant's Account under the Plan for that calendar year. If there is any such excess amount under the Plan, the Administrator shall direct the Vendor as to the appropriate method of correction of such excess amounts in accordance with the Code and applicable Treasury Regulations. If timely correction of such excess is not made, such excess shall remain in the Plan and will be separately accounted for in accordance with Treasury Regulations section 1.403(b)-4(f) and Code section 403(c).

- 4.6 **USERRA Make-Up Contributions.** If Employer Contributions are made to the Plan for a period during which a Participant's employment was interrupted by qualified military service under Code section 414(u) or the Participant was on a leave of absence for qualified military service under Code section 414(u), upon the Participant's resumption of employment with the Employer, the Employer shall make a contribution to the Plan on behalf of the Participant in an amount equal to that the Participant would have received if he or she had not been on a leave of absence under Code section 414(u). Such amounts shall be determined in accordance with USERRA and regulations thereunder. Pursuant to Section 5.7 of the Plan, any additional Employer Contributions made to the Plan in accordance with USERRA shall not be subject to the annual contribution limits set forth in Section 4.5 of the Plan for the calendar year in which such amounts are contributed, but will be subject to the limits set for the calendar year to which the contributions relate.

ARTICLE 5.

LIMITATIONS ON AMOUNTS DEFERRED

- 5.1 **Basic Annual Limitation.** Except as provided in Sections 5.2 and 5.3 of the Plan, the maximum amount of the Elective Deferrals (and/or Roth 403(b)

Contributions to the extent permitted under Article 3 of the Plan) under the Plan for any calendar year shall not exceed the lesser of:

- (a) the applicable dollar amount or
- (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under Code section 402(g)(1)(B), which is \$15,500 for 2008, and is adjusted for cost-of-living thereafter to the extent provided under Code section 415(d).

5.2 Special Section 403(b) Catch-Up Limitation for Employees With 15 years of Service.

Because the Employer is a "qualified organization" (within the meaning of Treasury Regulations section 1.403(b)-4(c)(3)(ii)), the applicable dollar amount under Section 5.1(a) for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:

- (a) \$3,000;
- (b) The excess of:
 - (i) \$15,000, over
 - (ii) The total special 403(b) catch-up elective deferrals made for the qualified employee by the Employer for prior years; or
- (c) The excess of:
 - (i) \$5,000 multiplied by the number of years of service of the Employee with the Employer, over
 - (ii) The total Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted under Article 3 of the Plan) made for the Employee by the Employer for prior years.

For purposes of this Section 5.2, a "qualified employee" means an Employee who has completed at least fifteen (15) years of service taking into account only employment with the Employer.

- 5.3 **Age 50 Catch-Up Annual Deferral Contributions.** An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted under Article 3 of the Plan), up to the maximum age 50 catch-up Elective Deferrals (and/or Roth 403(b) Contributions) for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted under Article 3 of the Plan) for a year is \$5,000 for 2008, and is adjusted for cost-of-living thereafter to the extent provided under the Code.
- 5.4 **Coordination.** Amounts in excess of the limitation set forth in Section 5.1 of the Plan shall be allocated first to the special 403(b) catch-up under Section 5.2 of the Plan, to the extent permitted under the Plan, and next as an age 50 catch-up contribution under Section 5.3 of the Plan, to the extent permitted under the Plan. However, in no event can the amount of the Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted under Article 3 of the Plan) for a calendar year be more than the Participant's Includible Compensation for the calendar year.
- 5.5 **Special Rule for a Participant Covered by Another Section 403(b) Plan.** For purposes of this Article 5, if the Participant is or has been a participant in one or more other plans under Code section 403(b) (and any other plan that permits elective deferrals under Code section 402(g) and/or Roth contributions under Code section 402A), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article 5. For this purpose, the Administrator shall take into account any other such plan maintained by the Employer and any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 5.2 of the Plan only if the other plan is a Code section 403(b) plan.
- 5.6 **Correction of Excess Elective Deferrals.** If the Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted under Article 3 of the Plan) on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted under Article 3 of the Plan) on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts

deferred by the Participant under another plan of the Employer under Code section 403(b) (and any other plan that permits elective deferrals under Code section 402(g) and/or any other plan that permits Roth contributions under Code section 402A for which the Participant provides information that is accepted by the Administrator), then the Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted under Article 3 of the Plan), to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant. Excess Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted under Article 3 of the Plan) (as adjusted for any income or loss in value, if any, allocable thereto) shall be distributed to the Participant not later than the first April 15 following the end of the calendar year in which the excess deferral was made or as otherwise required in accordance with Code section 402(g). Notwithstanding the foregoing, if Roth 403(b) Contributions are permitted in Article 3 of the Plan, the correction of excess amounts shall be made pursuant to Section 3.6 of the Plan.

- 5.7 **USERRA.** Any additional Elective Deferrals, Roth 403(b) Contributions and/or Employer Contributions made to the Plan in accordance with USERRA, pursuant to the provisions Code section 414(u) and Section 2.10 of the Plan (and Section 4.6 of the Plan to the extent Employer Contributions are permitted under the Plan), shall not be subject to the limits set forth in this Article 5 (and Section 3.2 of the Plan to the extent Roth 403(b) Contributions are permitted under the Plan and Section 4.5 of the Plan to the extent Employer Contributions are permitted under the Plan) for the calendar year in which such amounts are contributed, but will be subject to the limits set for the calendar year to which the contributions relate.
- 5.8 **Reduction of Deferral Contributions.** The Administrator may reduce any Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted under Article 3 of the Plan) selected by the Participant that are in excess of any limitation set forth in the Plan.

ARTICLE 6

LOANS

6.1 **Loans.**

Loans shall be permitted under the Plan to the extent permitted by the Individual Agreement(s) controlling the Account assets from which the loan is made and by which the loan will be secured.

6.2 **Terms of Loans.**

- (a) If loans are permitted by this Article 6 of the Plan, and to the extent permitted by the Individual Agreement(s) controlling the Account assets from which the loan is made, the Vendor shall determine the terms of the loan, such as the repayment period of the loan, the security for the loan, the amount and method of repayment and the rate of interest to be paid on such loan. The Vendor shall set forth in writing the rules and regulations with respect to loans which are to provide, at a minimum, the following: (i) the identity of the person or position authorized to administer the loan program; (ii) the procedure for applying for loans; (iii) the basis on which loans will be approved or denied; (iv) limitations (if any) on the types and amount of loans offered; (v) the procedure for determining a reasonable rate of interest; (vi) the types of collateral which may secure a loan; (vii) available methods by which the loan can be repaid; and (viii) the events constituting default and the steps that will be taken to preserve Plan assets in the event of a default.
- (b) If loans are permitted by this Article 6 of the Plan, the Administrator shall determine the process for pre-authorization of the loan, such as confirmation that the loan is permitted under the terms of the Plan and the loan satisfies the limitations on the maximum loan amount available under Article 6 of the Plan. The Administrator shall set forth in writing the rules and regulations with respect to the pre-authorization of loans which are to provide, at a minimum, the following: (i) the identity of the person or position authorized to pre-authorize loans under the Plan; (ii) the procedure for applying for the pre-authorization of loans; (iii) the basis on which the pre-authorization of loans will be approved or denied; and (iv) the limitations on the maximum loan amount available under the Plan.

- (c) If loans are permitted by this Article 6 of the Plan, and to the extent permitted by the Individual Agreement(s) controlling the Account assets from which the loan is made, loans will be made only in the event that the loans: (i) are evidenced by an enforceable agreement; (ii) bear a reasonable rate of interest; (iii) are adequately secured; (iv) are amortized evenly and at least quarterly, and (v) (except in the case of a loan used to acquire a principal residence) are repayable within 5 years;

Rules and procedures promulgated and provided by the Vendor and/or contained in the Individual Agreement(s) and rules and procedures for pre-authorization of loans promulgated and provided by the Administrator shall be deemed a part of the Plan for purposes of Code section 403(b) and its regulations and shall be deemed to comply in every way with Code section 72(p) and its related regulations.

- 6.3 **Information Coordination Concerning Loans.** Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 6.4 of the Plan, including the collection of information from Vendor(s), and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendor(s), and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

- 6.4 **Maximum Loan Amount.** No loan to a Participant under the Plan may exceed the lesser of:

- (a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is pre-authorized by the Administrator (not taking into account any payments made during such one-year period); or

- (b) one-half of the value of the Participant's Vested Account Balance (as of the Valuation Date immediately preceding the date on which such loan is pre-authorized by the Administrator).

For purposes of this Section 6.4, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a Vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

- 6.5 **Loan Repayments by Payroll Reduction.** To the extent permitted by the Administrator and to the extent permitted by the Individual Agreement(s) controlling the Account assets from which the loan is made and/or the Vendor(s) of such Individual Agreement(s), loan repayments may be made by payroll reduction subject to an authorization by the Participant to have such loan repayment amounts deducted from the Participant's Compensation on an after-tax basis and remitted by the Administrator to the applicable Funding Vehicle.
- 6.6 **New Loan Restriction in Event of Outstanding Defaulted Prior Loan.** Notwithstanding any other provision of the Plan or the Individual Agreement(s), no loan may be made to a Participant under the Plan if the Participant has an outstanding balance due on a defaulted prior loan made under the Plan or any other plan maintained by the Employer or any Related Employer, as described in Section 6.4 of the Plan, at the time of the Participant's request for the new loan. However, the new loan may be made to the Participant if the Participant is repaying the defaulted prior loan by making loan repayments by payroll reduction at the time of the Participant's request for the new loan, subject to the provisions of Section 6.5 of the Plan and as permitted by the Administrator and the applicable Individual Agreement for loans made under the Plan and as permitted under and subject to the provisions of such other plan for loans made under any other plan.
- 6.7 **Loan Repayments for Participants in Military Service.** Notwithstanding any other provision of the Plan or the Individual Agreement(s), loan repayments by a Participant whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may be suspended as permitted under Code section

414(u)(4) and the terms of any loan shall be modified to conform to the requirements set forth in USERRA and its regulations.

ARTICLE 7.

BENEFIT DISTRIBUTIONS

- 7.1 **Benefit Distributions At Severance from Employment or Other Distribution Event.** Except as permitted under Section 3.6 (relating to excess Roth 403(b) Contributions, to the extent permitted under the Plan and/or excess Elective Deferrals), Section 5.6 (relating to excess Elective Deferrals and/or excess Roth 403(b) Contributions, to the extent permitted under the Plan), Section 7.6 (relating to withdrawals of amounts rolled over into the Plan, to the extent permitted under the Plan), Section 7.7 (relating to hardship withdrawals, to the extent permitted under the Plan), or Section 11.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59 ½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreement(s). Notwithstanding the foregoing and in accordance with the terms of the Individual Agreement(s), Elective Deferrals made to an Annuity Contract and corresponding earnings as of December 31, 1988 are "grandfathered" and withdrawal restrictions do not apply to the extent that such amounts can be appropriately identified by the Vendor.
- 7.2 **Benefit Distribution Election.** A Participant (or his or her Beneficiary in the event of the Participant's death) may elect to commence distribution of benefits under the Plan in the event of the Participant's Severance from Employment, death, disability or attainment of age 59 ½ or at any time after the earliest of these events by filing the appropriate request for pre-authorization of distribution with the Administrator and the appropriate benefit distribution election form(s) with the Vendor of the Individual Agreement(s) which control the Account assets. However, in no event may the distribution of benefits commence later than the date described in Section 7.5 of the Plan.
- 7.3 **Form and Time of Payment.** The form and time of benefit distribution payment are subject to the terms of the Individual Agreement(s) which control the Account assets. The procedures which the Participant must follow to elect a form and/or time of benefit distribution payment, to the extent such election(s) are available,

are subject to the terms of the Individual Agreement(s) which control the Account assets and are promulgated by the Vendor of such Individual Agreement(s). The amount of a benefit distribution payment is subject to the terms of the Individual Agreement(s) which control the Account assets.

7.4 **Small Account Balances.**

If permitted by the Individual Agreement(s) controlling the Account assets, benefit distribution(s) may be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but such payment may not be made without the consent of the Participant or Beneficiary if the Account Balance exceeds \$5,000 (determined without regard to any separate account that holds Rollover Contributions under Section 8.1, to the extent Rollover Contributions to the Plan are permitted under Section 8.1 of the Plan) and any such distribution shall comply with the requirements of Code section 401(a)(31)(B) (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000).

7.5 **Minimum Distributions.** Each Individual Agreement shall comply with the minimum distribution requirements of Code section 401(a)(9) and the regulations thereunder. For the purposes of applying the distribution rules of Code section 401(a)(9), each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Treasury Regulations section 1.408-8, except as provided in Treasury Regulations section 1.403(b)-6(e).

In no event shall any distribution under this Article 7 begin later than the later of:

- (a) April 1 of the calendar year following the calendar year in which the Participant attains age 70 ½ or
- (b) April 1 of the calendar year following the calendar year in which the Participant has a Severance from Employment with the Employer.

7.6 **In-Service Distributions From Rollover Account.**

If a Participant has a separate account attributable to Rollover Contributions to the Plan to the extent such Rollover Contributions to the Plan are permitted under Section 8.1 of the Plan, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account, to the

extent such distribution from the rollover account is permitted by the applicable Individual Agreement.

7.7 **Hardship Withdrawals.**

- (a) **General.** Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreement(s) controlling the Account assets to be withdrawn to satisfy the hardship. A hardship withdrawal shall only be permitted if the withdrawal is made on account of an immediate and heavy financial need as defined in Section 7.7(a)(1) of the Plan and is in an amount necessary to satisfy the financial need as defined in Section 7.7(a)(2) of the Plan, notwithstanding the terms of any Individual Agreement(s) controlling the Account assets that may permit hardship withdrawals in other circumstances than those defined in Sections 7.7(a)(1) and (2) of the Plan.
- (1) **Immediate and heavy financial need.** In accordance with the financial need safe harbor rules described in Treasury Regulations section 1.401(k)-1(d)(3)(iii)(B) and to the extent permitted by the Individual Agreement(s) controlling the Account assets to be withdrawn to satisfy the hardship, a Participant may make a hardship withdrawal only in the event of an immediate and heavy financial need arising from:
- (i) Expenses for (or necessary to obtain) medical care that would be deductible under Code section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income) incurred by the Participant, his or her Spouse, any of his or her dependents (as defined in Code section 152) or the Participant's Primary Beneficiary;
 - (ii) Costs directly related to the purchase of a principal residence of the Participant (excluding mortgage payments);
 - (iii) The payment of tuition, related educational fees and room and board expenses for the next 12 months of post-secondary education for the Participant, his or her Spouse,

children, dependents (as defined in Code section 152, without regard to Code sections 152(b)(1), 152(b)(2) and 152(d)(1)(B)) or the Participant's Primary Beneficiary;

- (iv) Payments necessary to prevent the eviction of the Participant from his or her principal residence or foreclosure on the mortgage on that principal residence;
- (v) Payments for burial or funeral expenses for the Participant's deceased parent, Spouse, children, dependents (as defined in Code section 152, without regard to Code section 152(d)(1)(B)) or the Participant's Primary Beneficiary;
- (vi) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or
- (vii) Any other event described under the financial need safe harbor rules set forth in Treasury Regulations section 1.401(k)-1(d)(3)(iii)(B), as amended.

For purposes of this section, a Primary Beneficiary is an individual who is named as a Beneficiary and has an unconditional right to all or a portion of the Account balance upon the death of the Participant.

- (2) **Amount necessary to satisfy financial need.** In accordance with the necessary amount safe harbor rules described in Treasury Regulations section 1.401(k)-1(d)(3)(iv)(E) and to the extent permitted by the Individual Agreement(s) controlling the Account assets to be withdrawn to satisfy the hardship, a hardship withdrawal will be deemed necessary to satisfy a financial need only if:

- (i) the Participant has obtained all other distributions (excluding hardship withdrawals) and nontaxable (at the time of the loan) loans currently available under the Plan and all other plans maintained by the Employer and any Related Employer; and

- (ii) the amount of the hardship withdrawal may not exceed the amount required to satisfy the financial need, as determined pursuant to Section 7.7(a)(1) of the Plan. For this purpose, the amount required to satisfy the financial need may include any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution.
- (b) **Maximum distributable amount.** A hardship withdrawal is limited to the amount of the Participant's total Elective Deferrals to the Plan as of the date of the hardship withdrawal (not including any income thereon), reduced by the amount of previous distributions of Elective Deferrals, and subject to limitations set forth in the provisions of the Individual Agreement(s) controlling the Account assets to be withdrawn to satisfy the hardship.
- (c) **Suspension of Elective Deferrals (and/or Roth 403(b) Contributions).** The Participant shall not be permitted to make Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted in Article 3 of the Plan) to the Plan or to make any other elective deferrals and/or Roth contributions to any other plan as defined in Treasury Regulations section 1.401(k)-1(d)(3)(iv)(F) maintained by the Employer or a Related Employer during the six (6) month period beginning on the date the Participant receives a hardship withdrawal from the Plan or any other plan maintained by the Employer or a Related Employer. In addition, the maximum amount of Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted in Article 3 of the Plan) that the Participant may make to the Plan for the calendar year in which the suspension ends shall be the elective deferral limit in effect under Code section 402(g) and as set forth in Article 5 of the Plan for that calendar year, less the amount of Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted in Article 3 of the Plan) that the Participant made to the Plan for the calendar year in which the suspension took effect.
- (d) **Exchange of Information.** The Individual Agreement(s) shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the provisions of

the Plan and the Individual Agreements. Pursuant to such requirement for exchange of information, the Vendor shall notify the Administrator of the hardship withdrawal in order for the Administrator to implement the resulting six (6) month suspension of the Participant's right to make Elective Deferrals (and/or Roth 403(b) Contributions to the extent permitted in Article 3 of the Plan) as provided under Section 7.7(c) of the Plan. In addition, the Vendor shall advise the Administrator of any rollover accounts or other Account Balances and loans currently available to the Participant under the Individual Agreement(s) held by the Vendor in order for the Administrator to determine amounts currently available to the Participant under the Plan to satisfy the financial need as provided under Section 7.7(a)(2) of the Plan

7.8 **Rollover Distributions.**

- (a) A Participant or the Beneficiary of a deceased Participant (or a Participant's Spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Code section 414(p)) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible distribution (as defined in Code section 402(c)(4)) from the Plan paid directly to an eligible retirement plan (as defined in Code section 402(c)(8)(B)) specified by the Participant, Beneficiary or alternate payee in a direct rollover. If any portion of an eligible rollover distribution is attributable to a distribution from a Roth 403(b) Contributions Account as defined in Section 3.5 of the Plan and as permitted under Article 3 of the Plan, such portion may be paid only to an eligible retirement plan that is another designated Roth account or a Roth IRA. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the Spouse of the Participant nor the Spouse or former spouse of the Participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Code section 408(d)(3)(C)).
- (b) The Administrator shall be responsible for providing, within a reasonable time period before making a pre-authorization of an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a

direct rollover and the income tax withholding consequences for not electing a direct rollover.

ARTICLE 8.

ROLLOVER TO THE PLAN AND TRANSFERS

8.1 **Eligible Rollover Contributions to the Plan.**

- (a) **Eligible Rollover Contributions.** To the extent permitted in the Individual Agreement(s), an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such Rollover Contributions shall be made in the form of cash only. The Administrator and/or Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code section 402 and to confirm that such plan is an eligible retirement plan within the meaning of Code section 402(c)(8)(B).

Provisions regarding the rollover of Roth contributions to the Plan are set forth in Section 3.7 of the Plan.

- (b) **Eligible Rollover Distributions.** For purposes of Section 8.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include:
- (1) a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for:
 - (i) the life of the Participant (or the joint lives of the Participant and the Participant's Beneficiary),
 - (ii) the life expectancy of the Participant (or the joint life and last survivor expectancy of the Participant and the Participant's Beneficiary) or

- (iii) any installment payment for a period of ten (10) years or more;
- (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the Participant;
- (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code section 401(a)(9);
- (4) corrective distribution of excess contributions under a qualified cash or deferred arrangement described in Treasury Regulations section 1.401(k)-2(b)(2) and excess aggregate contributions described in Treasury Regulations section 1.401(m)-2(b)(2), together with the income allocable to these distributions;
- (5) loans that are treated as deemed distributions pursuant to Code section 72(p) and
- (6) similar items designated by the Commissioner of Internal Revenue in revenue rulings, notices and other guidance published in the Internal Revenue Bulletin.

In addition, an eligible retirement plan means an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), a qualified trust described in Code section 401(a), an annuity plan described in Code sections 403(a) or 403(b), or an eligible governmental plan described in Code section 457(b), that accepts the eligible rollover distribution.

- (c) **Separate Accounts.** The Vendor(s) providing the Funding Vehicle(s) in which the eligible rollover distribution is invested shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

8.2 **Plan-to-Plan Transfers to the Plan.**

- (a) At the direction of the Employer, for a class of Employees who are participants or beneficiaries in another plan under Code section 403(b), the Administrator may permit a transfer of assets to the Plan as provided in this Section 8.2 of the Plan. Such a transfer is permitted only if the other

plan provides for the direct transfer of each person's entire interest therein to the Plan and the participant is an Employee or former Employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treasury Regulations section 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies Code section 403(b).

- (b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer in accordance with Treasury Regulations section 1.414(l)(1).
- (c) To the extent provided in the Individual Agreement(s) holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral, Roth 403(b) Contribution (to the extent permitted under Article 3 of the Plan), Employer Contribution (to the extent permitted under Article 4 of the Plan) and/or Rollover Contribution (to the extent permitted under Section 8.1 of the Plan) by the Participant under the Plan, except that (1) the Individual Agreement(s) which hold any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under Code section 403(b), the Individual Agreement(s) must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed under the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral and/or Roth 403(b) Contribution under the Plan in determining the maximum annual addition under Article 4 of the Plan or the maximum deferral under Article 5 of the Plan or an Employer Contribution in determining the maximum annual addition under Article 4 of the Plan.

8.3 **Plan-to-Plan Transfers from the Plan.**

- (a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their

Account Balance transferred to another plan that satisfies Code section 403(b) in accordance with Treasury Regulations section 1.403(b)-10(b)(3). A transfer is permitted under this Section 8.3(a) of the Plan only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the receiving plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount credited under the receiving plan immediately after the transfer at least equal to the amount transferred in accordance with Treasury Regulations section 1.414(l)(1).

- (b) The receiving plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under Code section 403(b), the receiving plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the receiving plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the Plan as the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).
- (c) Upon the transfer of assets under this Section 8.3 of the Plan, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the benefit of the Participant or Beneficiary. The Administrator and/or Vendor may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 8.3 of the Plan (for example, to confirm that the receiving plan satisfies Code section 403(b) and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treasury Regulations section 1.403(b)-10(b)(3).

8.4 **Contract and Custodial Account Exchanges.**

- (a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Funding Vehicle(s) offered by the Vendor(s) specifically approved by the Employer to receive contributions under Articles 2, 3 and/or 4 and/or Section 8.1 of the Plan and identified in

Appendix A to this Plan, as may be modified from time to time, subject to the terms of the Individual Agreement(s). An investment change that includes the exchange or transfer of an investment to a Funding Vehicle offered by a Vendor identified in Appendix C to this Plan, as may be modified from time to time, is not permitted, even if the Participant or Beneficiary requesting the exchange or transfer is currently making Plan Contributions to such Funding Vehicle listed in Appendix C to the Plan.

- (b) An investment change that includes an investment with a Funding Vehicle offered by a Vendor that has not been approved by the Employer to receive contributions under Articles 2, 3 and/or 4 and/or Section 8.1 of the Plan (referred to as an exchange) is not permitted, unless the following conditions are satisfied:
- (1) The Funding Vehicle(s) offered by the Vendor are specifically approved by the Employer to receive exchanges under the Plan during the specific time period(s) approved by the Employer and are identified in Appendix B to this Plan, as may be modified from time to time and subject to the terms of the Individual Agreement(s).
 - (2) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both Code section 403(b) Annuity Contracts or Custodial Accounts immediately before the exchange), as determined in accordance with applicable regulations.
 - (3) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.
 - (4) The Employer enters into an agreement with the receiving Vendor for the other Annuity Contract or Custodial Account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

- (i) Information necessary for the resulting Annuity Contract or Custodial Account, or any other Annuity Contract or Custodial Accounts to which contributions have been made by the Employer, to satisfy Code section 403(b), including the following:
 - (I) the Employer or Administrator providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 7.1 of the Plan);
 - (II) the Vendor notifying the Administrator of any hardship withdrawal under Section 7.7 of the Plan if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals and/or Roth 403(b) Contributions, if applicable, under the Plan; and
 - (III) the Vendor providing information to the Administrator or other Vendors concerning the Participant's or Beneficiary's Code section 403(b) Annuity Contracts or Custodial Accounts or qualified employer plan benefits (to enable the Administrator and/or a Vendor to determine the amount of any Plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 7.7 of the Plan): and
- (ii) Information necessary in order for the resulting Annuity Contract or Custodial Account and any other Annuity Contract or Custodial Account to which contributions have

been made for the Participant by the Employer to satisfy other tax requirements, including the following:

- (I) the amount of any Plan loan that is outstanding to the Participant in order for the Administrator and/or a Vendor to determine whether an additional Plan loan satisfies the loan limitations of Section 6.4 of the Plan, so that any such additional loan is not a deemed distribution under Code section 72(p)(1) and
 - (II) information concerning the Participant's or Beneficiary's Roth 403(b) Contributions and/or after-tax employee contributions to the extent permitted under the Plan in order for a Vendor to determine the extent to which a distribution is includible in gross income.
- (c) If any Vendor ceases to be eligible to receive contributions under Articles 2, 3 and/or 4 and/or Section 8.1 of the Plan, the Employer shall enter into an information sharing agreement with the Vendor as described in Section 8.4(b)(4) if the Employer's existing contract or agreement with the Vendor does not provide for the exchange of information described in Sections 8.4(b)(4)(i) and (ii) of the Plan.

8.5 **Permissive Service Credit Transfers.**

- (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code section 414(d)) that provides for the acceptance of plan-to plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 8.5(a) of the Plan may be made before the Participant has had a Severance from Employment.
- (b) A transfer may be made under Section 8.5(a) of the Plan only if the transfer is either for the purchase of a permissive service credit (as defined in Code section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code section 415 does not apply by reason of Code section 415(k)(3).

- (c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan as the transferor plan, the receiving plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the Plan as the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

ARTICLE 9.

ACCOUNTS AND INVESTMENT OF CONTRIBUTIONS

- 9.1 **Manner of Investment.** All Elective Deferrals, Roth 403(b) Contributions to the extent permitted under Article 3 of the Plan, Employer Contributions to the extent permitted under Article 4 of the Plan and other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicle(s) and all income attributable to such amounts, property or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts which have been specifically approved by the Employer for use under the Plan and identified in Appendix A, Appendix B and/or Appendix C to this Plan, as may be modified from time to time. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.
- 9.2 **Investment of Contributions.** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Plan (as specifically approved by the Employer for use under the Plan and identified in Appendix A, Appendix B and/or Appendix C to this Plan, as may be modified from time to time) and under the Annuity Contract or Custodial Account selected by the Participant or Beneficiary in accordance with the terms of the Individual Agreements. Transfers and exchanges among Annuity Contracts and Custodial Accounts may be made to the extent permitted under the terms of Article 8 of the Plan, the Individual Agreement(s) and the applicable Treasury Regulations.

- 9.3 **Current and Former Vendors.** The Administrator shall maintain a list of all Funding Vehicles(s) and/or Vendor(s) available under the Plan, including those eligible to receive Elective Deferrals, Roth 403(b) Contributions and Employer Contributions, to the extent permitted under the Plan, and those eligible to receive contract exchanges, to the extent permitted under Section 8.4(b) of the Plan, which shall be identified and listed in Appendix A, Appendix B and/or Appendix C to this Plan, as may be modified from time to time. Such lists are hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy Code section 403(b) or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals (and/or Roth 403(b) Contributions and/or Employer Contributions, as applicable) under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals (and/or Roth 403(b) Contributions and/or Employer Contributions, as applicable) under the Plan and a Vendor holding assets under the Plan in accordance with Sections 8.2 or 8.4 of the Plan), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy Code section 403(b) or other requirements of applicable law.
- 9.4 **Valuation of Accounts.** The value of the Account of a Participant or Beneficiary shall be determined pursuant to the terms of Individual Agreement(s) for the Funding Vehicle(s) in which Plan assets are invested for the benefit of the Participant or Beneficiary.
- 9.5 **Funding Vehicles.**
- (a) Contributions made to the Plan are invested in one or more of the Funding Vehicles made available to Participants or Beneficiaries under the Plan. The Funding Vehicles are to be determined by the Administrator and may change from time to time. The Funding Vehicles made available under the Plan shall be listed as provided in Section 9.3 of the Plan. The Participant shall select the Funding Vehicle(s) in which his Account funds will be invested at the time that the Participant first commences participation in the Plan as provided for in Section 2.2 of the Plan and may make changes to his or her Funding Vehicle selections as provided for in Section 2.5 of the Plan.
 - (b) The available Funding Vehicle(s), and the rules for allocating a Participant's Account assets among such options, shall be determined by the Administrator. The Administrator may, in accordance with any Board

policy regarding the selection and/or deselection of Funding Vehicles under the Plan, eliminate one or more of the Plan's investment Funding Vehicles or offer additional Funding Vehicles from time to time with respect to future periods.

- (c) If the Participant fails to make an election for a Funding Vehicle, with respect to Contributions other than Contributions made pursuant to automatic enrollment to the extent permitted under Section 2.12 of the Plan, no amounts shall be deferred from the Participant's salary pursuant to the Participant's Salary Reduction Agreement for Elective Deferrals (and/or Roth 403(b) Contributions, as applicable), no Rollover Contributions shall be accepted by the Plan and no Employer Contributions (as applicable) shall be made to the Plan for the benefit of the Participant until the Participant properly selects one or more Funding Vehicle investment options.
- (d) The Employer, Related Employer(s), Board, Administrator, Plan and their boards, agents, officers, employees or advisors shall not be liable for any Funding Vehicle investment selection offered to the Participants, any Funding Vehicle investment option selection made by any Participant, following any Funding Vehicle investment option direction given by any Participant, and any increase or decrease in the amount credited to a Participant's Account as a result of the performance or lack thereof of any Funding Vehicle investment option, by whomever chosen, and shall not be liable for any tax obligations on the part of the Participant with respect to the deferral of compensation under this Plan.

9.6 **Investment Rules.** The following rules shall govern all aspects of this Article 9:

- (a) Any investment direction given by a Participant shall continue in effect until changed by such Participant as provided hereunder.
- (b) In the absence of an effective instruction from any Participant for investment of funds as provided in this Article 9 or pending investment in accordance with such instruction, with respect to Contributions other than Contributions made pursuant to automatic enrollment to the extent permitted under Section 2.12 of the Plan, no Elective Deferral contribution, Roth 403(b) Contribution, Rollover Contribution or Employer Contribution, as applicable, shall be made until an effective investment instruction is received from the Participant.

- (c) The Administrator shall prescribe such other rules as it deems appropriate regarding investments hereunder, including, but not limited to, the number of investment options a Participant may select and procedures for the selection of investment options by a Participant

ARTICLE 10.

ADMINISTRATION

- 10.1 **Responsibility for Plan Administration.** The Administrator shall be the Committee (or its duly authorized designee(s)). A third party administrator designated by the Administrator may carry out certain responsibilities of the Administrator, as authorized by the Committee. The Administrator may designate persons in the employment of the Employer to discharge the administrative responsibilities of the Administrator under the Plan.
- 10.2 **Agents of the Administrator.** The Administrator may delegate specific responsibilities to other persons or entities as the Administrator shall determine. The Administrator may authorize one or more of such other persons or entities, or any agent, to execute or deliver any instrument or to make any payment on its behalf or otherwise act as the duly authorized representative of the Administrator. The Administrator may employ and rely on the advice of counsel, accountants, third party administrators and such other persons as may be necessary in administering the Plan. The allocation of any administrative responsibilities made in any service agreement or other agreement between the Administrator, the Employer, one or more Vendor(s) and/or a third party administrator or other third party shall be incorporated by reference herein.
- 10.3 **Administrative Powers of the Plan Administrator.** The Administrator may from time to time establish rules for the administration of the Plan. The Administrator shall have the exclusive right and discretionary authority, to the fullest extent provided by law, to interpret and enforce the terms of the Plan and all appropriate rules and regulations for the administration of this Plan, provided that it acts consistently with the provisions of the Plan and Code section 403(b) and any regulations promulgated thereunder, and to decide or resolve any and all questions, including interpretations of this Plan, as may arise in connection with the Plan. The Administrator shall have the absolute power, authority and

discretion to administer and interpret the Plan. Such interpretations of the terms of the Plan as are made by the Administrator shall be binding upon any persons having an interest in or under the Plan. All such interpretations and decisions shall be uniformly and consistently applied to all Employees, Participants and Beneficiaries in similar circumstances.

- 10.4 **Administrative Procedures.** The Administrator may adopt such rules as it deems necessary, desirable or appropriate. All rules and decisions of the Administrator shall be uniformly and consistently applied to all Employees, Participants and Beneficiaries in similar circumstances.
- 10.5 **Reliance on Reports, Certificates and Other Information.** The Administrator, Employer and all Vendors, and their designees, including any third party administrator and/or recordkeeper, shall be entitled to rely conclusively upon all information which may be furnished by an Employee, Participant, Beneficiary, the Employer, and any Related Employer and shall have no duty or responsibility to verify such information. The Administrator, Employer and all Vendors, and their designees, including any third party administrator and/or recordkeeper, shall be entitled to rely conclusively upon all valuations, certificates, opinions and reports which may be furnished by a Vendor, third party administrator or recordkeeper, accountant, controller, legal counsel or other person who is employed or engaged for such purposes.
- 10.6 **Administrative Duties of the Plan Administrator.** The Administrator shall have such duties and powers as may be necessary to discharge its duties under the terms of the Plan, including, but not by way of limitation, the following:
- (a) To prepare and distribute, in such manner as the Administrator determines to be appropriate, information explaining the Plan;
 - (b) To determine all questions relating to the eligibility of individuals to participate in the Plan and/or to remain a Participant hereunder and to receive benefits under the Plan;
 - (c) To receive from the Employer, Related Employers, Employees, Participants and Beneficiaries such information as shall be necessary for the proper administration of the Plan;
 - (d) To prescribe procedures to be followed by Employees enrolling in the

Plan and making elections for Elective Deferrals and/or Roth 403(b) Contributions, as applicable, and requests for Rollover Contributions;

- (e) To authorize the receipt by the Plan of Elective Deferrals, Roth 403(b) Contributions, Rollover Contributions, Employer Contributions, and any other amount subject to the terms of the Plan;
- (f) To authorize the disbursement from the Plan of benefit distributions, withdrawals, Plan rollover distributions, excess contribution corrective distributions, Plan loans, Plan transfers and any other amount subject to the terms of the Plan;
- (g) To authorize contract exchanges and any other changes among investment options available under the Plan and as selected by Participants and Beneficiaries, subject to the terms of the Plan;
- (h) To authorize the disbursement of amounts to pay Plan expenses, subject to the terms of the Plan and as deemed necessary and appropriate by the Administrator;
- (i) To furnish to the Participants and Beneficiaries, upon request or as deemed necessary or advisable by the Administrator, periodic statements or other similar summaries of Plan benefits as are reasonable and appropriate;
- (j) To interpret the provisions of the Plan and to make and publish such rules for regulation of the Plan as are consistent with the terms hereof and Code section 403(b) and its regulations;
- (k) To written procedures to be followed by Participants or Beneficiaries filing applications or claims for benefits;
- (l) To maintain all necessary records for the administration of the Plan;
- (m) To receive, review and keep on file (as the Administrator deems convenient or appropriate) reports of Plan contributions, contract exchanges, benefit payments and disbursements for expenses;
- (n) To review on a periodic basis the investment fund options made available under the Plan and to select or deselect one or more investment fund

options from time to time in accordance with any Board policy regarding such selection and deselection of investment fund options and as deemed appropriate and necessary by the Administrator; and

- (o) To furnish to the Employer, upon request or as deemed necessary or advisable by the Administrator, such periodic reports with respect to the administration of the Plan as are reasonable and appropriate.
- 10.7 **Member's Own Participation.** No member of the Committee may act, vote or otherwise influence a decision of the Committee specifically relating to his or her own participation, including his or her individual right or claim to any benefit, under the Plan.
- 10.8 **Indemnification of Administrator.** To the extent permitted by applicable law or unless otherwise agreed pursuant to a written agreement, the Employer shall indemnify and hold harmless the Board, Committee and Administrator and their individual members and their designees, against any and all claims, losses, damages, expenses or liabilities arising from any action or failure to act with respect to this Plan, except in the case of gross negligence or willful misconduct by the Board, Committee and/or Administrator or any of their members or designees.

ARTICLE 11.

AMENDMENT AND PLAN TERMINATION

- 11.1 **Termination of Contributions.** The Board on behalf of the Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer and its Board has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.
- 11.2 **Amendments and Termination.** The Board on behalf of the Employer reserves the right and authority to amend or terminate this Plan at any time, provided, however, that no amendment shall reduce the amount of the Participant's Vested Account Balance, as determined as of the date of the amendment, except as permitted under the Code and applicable regulations promulgated thereunder.

- 11.3 **Distribution upon Termination of the Plan.** The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreement(s), all Accounts shall be distributed as soon as administratively practicable under the Plan, provided that the Employer and any Related Employer on the date of termination do not make contributions to any Code section 403(b) annuity contract or custodial account that is not part of the Plan during the period beginning on the date of Plan termination and ending twelve (12) months after the distribution of all assets from the Plan, except as permitted by Treasury Regulations section 1.403(b)-10(a).
- 11.4 **Effect of Payment.** The payment of the Participant's Account Balance to the Participant, his legal representative, Beneficiary or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of the Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder and shall completely discharge all obligations to the Participant and his Beneficiar(ies) under the Plan.

ARTICLE 12.

PRE-AUTHORIZATION OF BENEFIT CLAIMS; CLAIMS PROCEDURES

- 12.1 **Pre-Authorization of Benefit Claims; Claims for Benefits.** Any Participant or Beneficiary who believes he or she is entitled to a benefit under the Plan may file a written request for pre-authorization of such benefit claim with the Administrator, subject to the procedures promulgated by the Administrator.

Once a pre-authorization has been obtained from the Administrator, the Participant or Beneficiary must also submit a distribution request to the Vendor holding the Funding Vehicle(s) in which the Participant's Account assets are invested in order to make a claim for payment of a Plan benefit. The distribution request forms and procedures for requesting the distribution of benefits from such Funding Vehicle(s) shall be subject to the procedures promulgated by the Vendor holding such Funding Vehicle(s) and the terms of the Individual Agreement(s).

- 12.2 **No Employer Liability for Payment of Benefits.** The Employer shall have no

liability for the payment of benefits under the Plan provided that the Vendor(s) of the applicable Funding Vehicle(s) in which the Account assets are held receive written direction for the payment of benefits in accordance with Article 7 of the Plan. Each Participant and Beneficiary shall look solely to the Vendor(s) of the applicable Funding Vehicle(s) for receipt of payments or benefits under the Plan.

ARTICLE 13.

MISCELLANEOUS

13.1 **Non-Assignability.** Except as provided in Sections 13.2 and 13.3 of the Plan, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

13.2 **Domestic Relations Orders.**

Notwithstanding the provisions of Section 13.1 of the Plan, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments or the marital property rights of a Spouse or former spouse, child or other dependent of a Participant is made pursuant to the domestic relations law of any State (domestic relations order) and is determined by the Administrator and/or Vendor to satisfy the requirements of a qualified domestic relations order as set forth in Code section 414(p) and related regulations, subject to the terms of the Individual Agreement(s), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan, subject to the terms of the Individual Agreement(s). The Administrator and/or Vendor shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

- 13.3 **IRS Levy.** Notwithstanding the provisions of Section 13.1 of the Plan, if a Participant or Beneficiary is entitled to a distribution in accordance with Section 7.1 of the Plan, the Administrator and/or Vendor holding the Funding Vehicle(s) controlling the Account assets of the Participant or Beneficiary may authorize distribution and such Vendor may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator and/or such Vendor finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.
- 13.4 **Tax Withholding.** Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals (and Roth 403(b) Contributions, if applicable), which constitute wages under Code section 3121). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including Code section 3401 and the Treasury Regulations thereunder). A payee shall provide such information as the Administrator and/or Vendor may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.
- 13.5 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator and/or Vendor holding the Funding Vehicle(s) controlling the Account assets of the Participant or Beneficiary, benefits will be paid to the legal guardian, legal representative, court appointed representative or the person having care and custody of such Participant or Beneficiary, subject to the terms of the Individual Agreement(s). Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
- 13.6 **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

- 13.7 **Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the records of the Employer or Administrator, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within six (6) months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Funding Vehicle shall continue to hold the benefits due such person.
- 13.8 **Incorporation of Individual Agreements.** The Plan, together with the Individual Agreements, is intended to satisfy the requirements of Code section 403(b) and the Treasury Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or Code section 403(b). In such event, the Individual Agreements shall be interpreted, to the extent possible, in a manner to conform to the Plan and applicable requirements, provided however that the Plan may not enlarge the rights of the Employer, Administrator or a Participant or Beneficiary under the Individual Agreement.
- 13.9 **Non-Guarantee of Employment.** Nothing contained in this Plan shall be construed as a contract of employment between the Employer and the Employee or Participant, as a right of the Employee or Participant to continue in the employment of the Employer or as a limitation of the right of the Employer to discharge the Employee or Participant with or without cause. Nothing herein shall be construed to modify the terms of any employment contract or agreement for services between the Employee or Participant and the Employer, as this Plan is intended to be a supplement thereto.
- 13.10 **Furnishing Information.** A Participant and his or her Beneficiary shall cooperate with the Administrator by furnishing any and all information requested by the Administrator and take such other actions as may reasonably be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder.
- 13.11 **Governing Law.** The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.

- 13.12 **Headings.** Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.
- 13.13 **Gender.** Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.
- 13.14 **Notice.** Any notice or filing required or permitted to be given to the Administrator under this Plan shall be sufficient if in writing and hand-delivered, or sent by first class, registered or certified mail, to the address below:

Millard Public Schools 403(b) Retirement Plan Administrator
c/o Gatekeeper Administration & Consulting, L.L.C.
1338 West Forest Meadows Drive, Suite 220
Flagstaff, AZ 86001

Any legal notice of the Employer under this Plan shall be sufficient if in writing and hand-delivered, or sent by registered or certified mail, to the address below:

Millard Public Schools
5606 S 147 St
Omaha, Nebraska 68137

Such notice shall be deemed given as of the date of delivery or, if delivery is made by registered or certified mail, as of the date shown on the postmark on the receipt for registration or certification.

Any notice or filing required or permitted to be given to a Participant under this Plan shall be sufficient if in writing and hand-delivered, or sent by mail or electronic mail, to the last known address of the Participant.


- 13.15 **Successors.** This Plan and all rights of each Participant hereunder shall inure to the benefit of and be enforceable by the Participant's Beneficiary, personal or legal representatives, or estate, to the extent any such person succeeds to the Participant's interests under this Plan. No rights or obligations of the Employer under this Plan may be assigned or transferred except that the Employer shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Employer expressly to assume and agree to perform the Employer's obligations under this Plan in the same manner and to the same extent that the

Employer would have been required to perform it if no such succession had taken place. As used in this Plan, the "Employer" shall mean both the Employer as defined above and any successor to its business and/or assets (by merger, purchase or otherwise) which executes and delivers the agreement provided for in this Section 13.15 of the Plan or which otherwise becomes bound by all the terms and provisions of this Plan by operation of law or otherwise.

- 13.16 **Severability; No Waiver.** If any provision of the Plan is held invalid or unenforceable for any reason, its invalidity or unenforceability will not affect any other provision of the Plan, and the Plan will be construed and enforced as if such provision had not been included. The failure of the Employer, Administrator or any Employee, Participant and/or Beneficiary to insist upon strict compliance with any provisions of, or to assert any right under, this Plan shall not be deemed to be a waiver of such provision or right or of any other provision of or right under this Plan.
- 13.17 **Court Order.** The Administrator may authorize any payments directed by court order in any action in which the Plan, the Employer or the Administrator has been named as a party.

IN WITNESS WHEREOF, the undersigned has executed this Plan document on behalf of the Employer this 3 day of December, 2008.

Millard Public Schools

By: 

Title: Superintendent

Note: This document is provided by Gatekeeper Administration & Consulting, L.L.C. for use by its clients as a 403(b) plan document for public schools intended to meet the requirements of the final Code section 403(b) regulations issued on July 24, 2007. Gatekeeper Administration & Consulting, L.L.C. will only provide future updates and amendments to this Plan document to Employers adopting this Plan for the time period that such Employers are clients of Gatekeeper Administration & Consulting, L.L.C.

This Plan document is substantially similar to the IRS model plan language under Revenue Procedure 2007-71, with additional provisions that offer the ability to offer Roth 403(b) and/or Employer Contributions. This document has not been reviewed or approved by the Internal Revenue Service. An Employer should review this Plan document, together with legal counsel to the extent appropriate, to determine whether additional modifications to the Plan document may be necessary to address specific facts and circumstances and applicable law.

Millard Public Schools 403(b) RETIREMENT PLAN - APPENDIX A

FUNDING VEHICLE(S) / VENDOR(S) AUTHORIZED TO RECEIVE PLAN CONTRIBUTIONS

The Funding Vehicle(s) (as defined in Section 1.18 of the Plan) and Vendor(s) (as defined in Section 1.32 of the Plan) listed below are authorized to receive investments of Contributions made under the Plan (either Elective Deferrals, Roth 403(b) Contributions, Employer Contributions and/or Rollover Contributions, as noted below and to the extent permitted under the Plan and the Individual Agreement(s)). In addition, the Funding Vehicle(s) and Vendor(s) listed below are authorized to receive contract exchanges and Plan transfers made from other investment vehicles. The Funding Vehicle(s) and Vendor(s) included on this list are determined by the Employer, subject to its policies and procedures, and may be changed from time to time.

Millard Public Schools and Gatekeeper Administration & Consulting, L.L.C. (the compliance administrator for the Plan for purposes of satisfying the requirements of Internal Revenue Code section 403(b) and its regulations) DO NOT endorse, evaluate or sell any investment product or endorse any Funding Vehicle or Vendor. The ultimate decision as to where Plan funds are invested rests with each individual Plan Participant in selecting from the authorized Funding Vehicle(s) / Vendor(s) listed below. The phone numbers and web addresses listed will provide you with information regarding how to contact a local representative and/or how to open your account. You may choose any investment advisor or agent that is licensed to sell any Annuity Contract and/or Custodial Account offered by the following Funding Vehicle(s) / Vendor(s).

[Insert Funding Vehicles Authorized to Receive Plan Contributions]

EXAMPLE:

*ABC Investment Provider
 Phone: 800-123-4567
 Website: www.abcprovider.com
 Products: Annuity/Mutual Fund
 Contributions Accepted: 1, 2, 3, 4

* Vendor has signed Gatekeeper's Group Investment Provider Service Agreement and is sharing information with Gatekeeper for compliance purposes.

** Types of Contributions Accepted: 1 = Elective Deferral Contributions; 2 = Roth 403(b) Contributions, if permitted; 3 = Employer Contributions, if permitted and 4 = Rollover Contributions, if permitted

Revised as of _____ (Insert Last Date of Revision)

Millard Public Schools 403(b) RETIREMENT PLAN - APPENDIX B

FUNDING VEHICLE(S) / VENDOR(S) AUTHORIZED TO RECEIVE ONLY CONTRACT EXCHANGES AND PLAN TRANSFERS

The Funding Vehicle(s) (as defined in Section 1.18 of the Plan) and Vendor(s) (as defined in Section 1.32 of the Plan) listed below are only authorized to receive contract exchanges and Plan transfers from other investment vehicles during the time period(s) indicated below, to the extent permitted under Sections 8.2 and 8.4 of the Plan and under the Individual Agreement(s). If restricted under Section 8.4(b)(1) of the Plan, a contract exchange to the Funding Vehicle(s) / Vendors(s) listed on this Appendix B may not be available after the Participant's Severance from Employment from the Employer. For further information, contact Gatekeeper Administration & Consulting, L.L.C. (the compliance administrator for the Plan). The Funding Vehicle(s) and Vendor(s) included on this list are determined by the Employer, subject to its policies and procedures, and may be changed from time to time.

Millard Public Schools and Gatekeeper Administration & Consulting, L.L.C. (the compliance administrator for the Plan for purposes of satisfying the requirements of Internal Revenue Code section 403(b) and its regulations) DO NOT endorse, evaluate or sell any investment product or endorse any Funding Vehicle or Vendor. The ultimate decision as to where Plan funds are invested rests with each individual Plan Participant in selecting from the authorized Funding Vehicle(s) / Vendor(s) listed below for the investment of contract exchanges and Plan transfers. The phone numbers and web addresses listed will provide you with information regarding how to contact a local representative and/or how to open your account. You may choose any investment advisor or agent that is licensed to sell any Annuity Contract and/or Custodial Account offered by the following Funding Vehicle(s) / Vendor(s).

[Insert Funding Vehicles Authorized to Receive Only Contract Exchanges and Plan Transfers]

EXAMPLE:

*ABC Investment Provider
 Phone: 800-123-4567
 Website: www.abcprovider.com
 Products: Annuity/Mutual Fund
 Contributions Accepted: 1, 2, 3, 4
 Time Period for Exchange/Transfer: 1/1/2009 - Present

* Vendor has signed Gatekeeper's Group Investment Provider Service Agreement and is sharing information with Gatekeeper for compliance purposes.

** Types of Contributions Accepted: 1 = Elective Deferral Contributions; 2 = Roth 403(b) Contributions, if permitted; 3 = Employer Contributions, if permitted and 4 = Rollover Contributions, if permitted

Revised as of _____ (Insert Last Date of Revision)

Millard Public Schools 403(b) RETIREMENT PLAN - APPENDIX C

FUNDING VEHICLE(S) / VENDOR(S) AUTHORIZED TO RECEIVE ONLY PLAN CONTRIBUTIONS FROM GRANDFATHERED PARTICIPANTS

The Funding Vehicle(s) (as defined in Section 1.18 of the Plan) and Vendor(s) (as defined in Section 1.32 of the Plan) listed below are authorized to receive only investments of Plan Contributions made on behalf of a Participant or Beneficiary who selected such Funding Vehicle(s) or Vendor(s) before _____ (Insert date by which selection of grandfathered Vendors must be made).

Elective Deferrals, Roth 403(b) Contributions, Employer Contributions and/or Rollover Contributions, as noted below and to the extent permitted under the Plan and the Individual Agreement(s) may be invested in such Funding Vehicle(s) or with such Vendor(s). The Funding Vehicle(s) and Vendor(s) listed below are NOT authorized to receive contract exchanges and Plan transfers made from any other investment vehicle, even if the Participant requesting the exchange or transfer is currently investing Plan Contributions in such Funding Vehicle(s) or with such Vendor(s). The Funding Vehicle(s) and Vendor(s) included on this list are determined by the Employer, subject to its policies and procedures, and may be changed from time to time.

Millard Public Schools and Gatekeeper Administration & Consulting, L.L.C. (the compliance administrator for the Plan for purposes of satisfying the requirements of Internal Revenue Code section 403(b) and its regulations) DO NOT endorse, evaluate or sell any investment product or endorse any Funding Vehicle or Vendor. The ultimate decision as to where Plan funds are invested rests with each individual Plan Participant in selecting from the authorized Funding Vehicle(s) / Vendor(s) listed below. The phone numbers and web addresses listed will provide you with information regarding how to contact a local representative and/or how to open your account. You may choose any investment advisor or agent that is licensed to sell any Annuity Contract and/or Custodial Account offered by the following Funding Vehicle(s) / Vendor(s).

[Insert Funding Vehicles Authorized to Receive Only Plan Contributions from Grandfathered Participants]

EXAMPLE:

*ABC Investment Provider
 Phone: 800-123-4567
 Website: www.abcprovider.com
 Products: Annuity/Mutual Fund
 Contributions Accepted: 1, 2, 3, 4

* Vendor has signed Gatekeeper's Group Investment Provider Service Agreement and is sharing information with Gatekeeper for compliance purposes.

** Types of Contributions Accepted: 1 = Elective Deferral Contributions; 2 = Roth 403(b) Contributions, if permitted; 3 = Employer Contributions, if permitted and 4 = Rollover Contributions, if permitted

Revised as of _____ (Insert Last Date of Revision)

Millard Public Schools 403(b) RETIREMENT PLAN - APPENDIX D

FUNDING VEHICLE(S) / VENDOR(S) SELECTED FOR DEPOSIT OF AUTOMATIC ENROLLMENT CONTRIBUTIONS

To the extent automatic enrollment Contributions are made under the Plan in accordance with Section 2.12 of the Plan, such automatic enrollment Contributions will be invested in the Funding Vehicle(s) (as defined in Section 1.18 of the Plan) and Vendor(s) (as defined in Section 1.32 of the Plan) listed below according to the indicated percentage(s) of automatic Contributions. The Funding Vehicle(s) and Vendor(s) included on this list are determined by the Employer, subject to its policies and procedures, and may be changed from time to time.

Millard Public Schools and Gatekeeper Administration & Consulting, L.L.C. (the compliance administrator for the Plan for purposes of satisfying the requirements of Internal Revenue Code section 403(b) and its regulations) DO NOT endorse, evaluate or sell any investment product or endorse any Funding Vehicle or Vendor. The Plan Participant has the ultimate authority to decide where Plan funds are invested and the Participant may change the investment of automatic enrollment Contributions by completing a Salary Reduction Agreement to select from the authorized Funding Vehicle(s) / Vendor(s) listed in Appendix A to the Plan in accordance with Section 2.5 of the Plan.

[Insert Funding Vehicles Selected to Receive Deposits of Automatic Enrollment Contributions]

EXAMPLE:

*ABC Investment Provider - 50% of Automatic Enrollment Contributions
 Phone: 800-123-4567
 Website: www.abcprovider.com
 Products: Annuity
 Contributions Accepted: 1

*XYZ Investment Provider - 50% of Automatic Enrollment Contributions
 Phone: 800-999-1111
 Website: www.xyzprovider.com
 Products: Mutual Fund
 Contributions Accepted: 1

* Vendor has signed Gatekeeper's Group Investment Provider Service Agreement and is sharing information with Gatekeeper for compliance purposes.

** Types of Contributions Accepted: 1 = Elective Deferral Contributions; 2 = Roth 403(b) Contributions, if permitted; 3 = Employer Contributions, if permitted and 4 = Rollover Contributions, if permitted

Revised as of _____ (Insert Last Date of Revision)

Millard Public Schools 403(b) RETIREMENT PLAN - APPENDIX E

EMPLOYER NON-ELECTIVE DISCRETIONARY CONTRIBUTIONS

The Employer, in its sole discretion, has determined to make the following listed Employer Non-Elective Discretionary Contribution(s) (as defined in Section 4.1(a) of the Plan) to the Plan, as determined by the Employer, deemed by the Board and/or provided for under an applicable collective bargaining agreement, in accordance with the formula and allocated to such Employee(s) in such manner, by such method and at such time as is set forth below. The Employer Non-Elective Discretionary Contribution(s) included on this list are provided at the Employer's discretion, subject to its policies and procedures, the terms of any applicable collective bargaining agreement(s) and limitations imposed under any applicable law, and may be changed from time to time. This Appendix E is only a summary of any listed Employer Non-Elective Discretionary Contribution(s). In the event of any inconsistency between the terms of this summary and the applicable Board resolution, employment contract, collective bargaining agreement or other such source document of authorization of such Contribution(s), the terms of the source document shall control. Appendix E may list in parts each of the Employer Non-Elective Discretionary Contribution(s) provided under the Plan and the total of all such parts shall be considered the entire of Appendix E.

[Insert Employer Non-Elective Discretionary Contributions Provided Under the Plan]

Employee(s) Receiving Contribution	Date Eligible to Receive Contribution	Amount of Contribution	Time of Contribution	Method of Allocation, Vesting or Other Provision	Source of Contribution Authorization
EXAMPLE: Superintendent	Immediately upon hire	\$100 / month	End of month	Total to Participant's Account	Board Resolution dated 6/21/07
EXAMPLE: All Certified Employees	90 days after hire	\$10,000 / year in total for all Certified Employees	Within 30 days after Plan Year end	Allocated uniformly based on each Employee's classification as provided in collective bargaining agreement; Vesting Schedule: 25% - 1 st year of service; 50% - 2 nd year of service; 75% - 3 rd year of service; 100% - 4 th year of service	Certified collective bargaining agreement effective 7/1/06

Revised as of _____ (Insert Last Date of Revision)

Millard Public Schools 403(b) RETIREMENT PLAN - APPENDIX F

EMPLOYER MATCHING CONTRIBUTIONS

The Employer, in its sole discretion, has determined to make the following listed Employer Matching Contribution(s) (as defined in Section 4.1(b) of the Plan) to the Plan, as determined by the Employer, deemed by the Board and/or provided for under an applicable collective bargaining agreement, in accordance with the formula and allocated to such Employee(s) in such manner, by such method and at such time as is set forth below. The Employer Matching Contribution(s) included on this list are provided at the Employer's discretion, subject to its policies and procedures, the terms of any applicable collective bargaining agreement(s) and limitations imposed under any applicable law, and may be changed from time to time. This Appendix F is only a summary of any listed Employer Matching Contribution(s). In the event of any inconsistency between the terms of this summary and the applicable Board resolution, employment contract, collective bargaining agreement or other such source document of the authorization of such Contribution(s), the terms of the source document shall control. Appendix F may list in parts each of the Employer Matching Contribution(s) provided under the Plan and the total of all such parts shall be considered the entire of Appendix F.

[Insert Employer Matching Contributions Provided Under the Plan]

Employee(s) Receiving Contribution	Date Eligible to Receive Contribution	Amount of Matching Contribution / Vesting / Other Provision	Time of Contribution	Participant Contribution(s) to be Matched	Source of Contribution Authorization
EXAMPLE: Treasurer	Immediately upon hire	\$1 for \$1 up to 4% of Compensation	Each payroll date	Elective Deferrals Roth 403(b) Contributions	Employment Contract dated 7/1/07
EXAMPLE: All Non-Certified Employees	6 months after hire	\$.50 for \$1 up to \$60 / month; Vesting schedule: 50% - 1 st year of service; 100% - 2 nd year of service	Within 30 days after Plan Year end	Elective Deferrals	Non-Certified collective bargaining agreement effective 7/1/08

Revised as of _____ (Insert Last Date of Revision)

Millard Public Schools 403(b) RETIREMENT PLAN - APPENDIX G

EMPLOYER POST-RETIREMENT CONTRIBUTIONS

The Employer, in its sole discretion, has determined to make the following listed Employer Post-Retirement Contribution(s) (as defined in Section 4.1(c) of the Plan) to the Plan, as determined by the Employer, deemed by the Board and/or provided for under an applicable collective bargaining agreement, in accordance with the formula and allocated to such Employee(s) in such manner, by such method and at such time as is set forth below. The Employer Post-Retirement Contribution(s) included on this list are provided at the Employer's discretion, subject to its policies and procedures, the terms of any applicable collective bargaining agreement(s) and limitations imposed under any applicable law, and may be changed from time to time. This Appendix G is only a summary of any listed Employer Post-Retirement Contribution(s). In the event of any inconsistency between the terms of this summary and the applicable Board resolution, employment contract, collective bargaining agreement or other such source document of the authorization of such Contribution(s), the terms of the source document shall control. Appendix G may list in parts each of the Employer Post-Retirement Contribution(s) provided under the Plan and the total of all such parts shall be considered the entire of Appendix G.

[Insert Employer Post-Retirement Contributions Provided Under the Plan]

Employee(s) Receiving Contribution	Date Eligible to Receive Contribution	Amount of Contribution	Time of Contribution	Method of Allocation, Vesting or Other Provision	Source of Contribution Authorization
EXAMPLE: Management Employees	Immediately upon hire	\$2,000 / year	Annually beginning on August 1 of year of Severance and every July 1 thereafter for 4 calendar years after year of Severance	N/A	Employment Contracts dated 2006 - 2008
EXAMPLE: All Certified Employees who attained age 50 with 20 years of service at Severance from Employment	Immediately upon hire	Total amount of Employee's accumulated accrued sick leave and vacation pay as of Employee's date of Severance from Employment	1/3 of Employee's total accumulated leave contributed on July 1 after Severance date; next 1/3 on July 1 in calendar year after Severance date and remaining 1/3 on July 1 in second calendar year after Severance date	N/A	Certified collective bargaining agreement effective 7/1/07

Revised as of _____ (Insert Last Date of Revision)

Millard Public Schools Board of Education

Certificate of Adoption

The undersigned hereby certifies that he/she is Secretary of the Board of Education of the Millard Public Schools (the "District"), a governmental entity organized and existing under the laws of the State/Commonwealth of Nebraska, and that the following resolution was duly adopted by the Board of Education of School District #17 of Douglas Co., NE (the "Board") and was enacted pursuant to the authority granted to the Board and recorded in its minutes at a meeting of said Board at which a quorum was present on the _____ day of _____, 20____, and that the same has not been amended or rescinded and is in full force and effect:

**Resolution Establishing and Adopting
Millard Public Schools 403(b) Retirement Plan**

WHEREAS, the District desires to offer a supplemental retirement savings plan to give its employees the opportunity to save additional funds for retirement; and

WHEREAS, there has been presented to the meeting a proposal to establish and adopt the Millard Public Schools 403(b) Retirement Plan (the "Plan"), a copy of which has been presented to the meeting; and

WHEREAS, after full discussion, the adoption and execution of the Plan appear to be in the best interest of the District and its employees;

NOW, THEREFORE, it is hereby:

RESOLVED, that the Plan be established, effective as of 1/1/2009, to offer a supplemental retirement savings opportunity to employees of the District; and

RESOLVED FURTHER, that the Plan substantially in the form presented to the meeting be and is hereby adopted and approved by the Board, effective as of 1/1/2009; and

RESOLVED FURTHER, that a copy of the Plan be attached to and made a part of the minutes of this meeting as Exhibit A thereto; and

RESOLVED FURTHER, that a "Benefits Plan Committee" (the "Committee") is hereby established as of 1/1/2009 and will serve as named Administrator of the Plan; and

RESOLVED FURTHER, that the individuals who hold the following listed positions in the District are hereby nominated and appointed as members of the Committee: Associate Superintendent of Human Resources; Director of Employee Relations; Director of Human Resources; and

FINALLY RESOLVED, that the Committee (or its designee) is authorized and directed to take such actions as may be necessary or advisable in connection with the implementation of the Plan including, without limitation, selecting one or more types of annuity contracts and/or custodial accounts to be offered as investment fund options under the Plan in accordance with any Board policy regarding the selection and/or deselection of funding vehicles under the Plan; entering into agreements with vendors / investment providers to offer one or more types of annuity contracts and/or custodial accounts as investment fund options under the Plan; selecting and entering into an agreement with a third party plan administrator and/or other service provider(s) to carry out certain administrative and other duties of the Committee; preparing and distributing employee communications and notices; entering into agreements with Plan participants regarding participation in the Plan; following the directions of Plan participants regarding Plan participant contributions and investment elections; appointing one or more employees of the District to carry out certain administrative duties of the Committee; maintaining records of all transactions and executing and delivering the Plan substantially in the form presented to the meeting (with such changes, additions and deletions therefrom as may be deemed necessary, appropriate or advisable by the Committee; the execution thereof to be conclusive evidence of the approval by the Committee of such changes, additions and deletions), including any amendments as may from time to time be required and to make such additional amendments to the Plan or execute such further documents as may be necessary or desirable, all without the further approval of the Board, except as to any matter that will have a substantial and material impact on the cost of funding or administering the Plan.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and the seal of the Board this 3rd day of November, 2008.

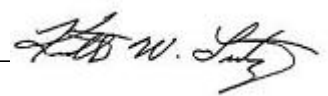


 Signature of Secretary
 Board of Education of School District #17 of Douglas Co., NE

Mike Kennedy

 Print Name of Secretary

AGENDA SUMMARY SHEET

AGENDA ITEM:	Reaffirm & Approve Pupil Services Policies and Rules
MEETING DATE:	November 3, 2008
DEPARTMENT:	Pupil Services
TITLE AND BRIEF DESCRIPTION:	Safety and Security Policy 5900 Rules 5900.1, 5900.2, 5900.3, 5900.4 This policy and corresponding rules are up for periodic review and reaffirmation
ACTION DESIRED:	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Informational
BACKGROUND:	These policy and corresponding rules were last reviewed between March 2001 and September 2001.
OPTIONAL/ALTERNATIVE CONSIDERATIONS:	N/A
RECOMMENDATIONS:	Reaffirm
STRATEGIC PLAN REFERENCE:	N/A
IMPLICATIONS OF ADOPTION OR REJECTION:	
TIMELINE:	Immediately
PERSONS RESPONSIBLE:	Kraig J. Lofquist, Director of Pupil Services
ASST. SUPERINTENDENT:	_____
SUPERINTENDENT APPROVAL:	_____  _____

Pupil Services

Safety and Security

5900

The District will provide students with a safe, secure, healthful, and orderly school environment that is supportive of quality learning for all students. The District, and its schools, will implement procedures in a safety and security plan that addresses the safety and security of students, staff, and visitors; provides for the uniqueness of individual sites; and is evaluated at least annually by a District safety and security committee. The schools' safety and security plans will be reviewed annually by one (1) or more persons who are not employees of the District. The Superintendent or designee will be responsible for safety and security procedures in the District.

Legal References: Title 92, Nebraska Administrative Code, Chapter 10-004.01B

Policy Approved: March 19, 2001

Reaffirmed: November 3, 2008

Millard Public Schools
Omaha, NE

Pupil Services

District Safety and Security and Emergency Management Plans

5900.1

- I. District Safety and Security Procedures. The District will have written safety and security procedures that are disseminated to all principals and supervisors. District safety and security procedures will be implemented by all schools and buildings that house staff members or students within the District.
- A. The District's safety and security procedures will include, at a minimum, the following:
1. Building access control.
 2. Identification of school employees, contractors, vendors, and visitors.
 3. Evacuation of buildings and campuses.
 4. Implementation of District Safe Team roles and responsibilities.
 5. Guidelines for building level Safety and Security Plans.
 6. District-wide alert codes that when activated will initiate pre-established procedures for staff and students in emergency situations.
 7. Requirement that each school have a violence prevention program.
 8. Guidelines for managing angry and out-of-control parents or adults who are visitors to the school; are abusive to students, staff or other visitors; and substantially disrupt the educational process.
 9. Guidelines for monitoring and managing violent student behavior.
 10. Post-intervention procedures for assisting staff after an emergency.
 11. Guidelines for utilization of and training requirements for security staff and School Resource Officers within each school or building.
 12. Guidelines for maintenance of grounds and facilities relative to safety and security
 13. Guidelines for staff development relative to safety and security for all District employees.
- II. District Emergency Management Plan. The District will develop and implement an Emergency Management Plan that will provide District-wide procedures for dealing with emergencies. The Emergency Management Plan will:
- A. Contain the emergency procedures for responding to the following situations: abduction/missing/runaway student, bomb threats, school vehicle accident, earthquake or tornado, fire/gas leak/explosion, guns or weapons on campus, hostage situations, sexual battery, shooting or stabbing, student major disruption/demonstrations, and student/parent/staff death, suicide, or attempted suicide.
 - B. Be reviewed and updated annually.
 - C. Be disseminated to all principals and designated personnel who are responsible for managing students in emergency situations.

- III. District Safety and Security Committee. The District will develop and implement a standing District Safety and Security Committee.
- A. The Director of Pupil Services will chair a standing District Safety and Security Committee which will be composed of:
1. District administrators;
 2. District certificated staff;
 3. Secondary students;
 4. Parents; and
 5. Community members.
- B. The Safety and Security Committee will meet at least quarterly to review safety and security plans and procedures, including emergency management plans and procedures, and to make recommendations for changes in existing procedures or recommendations for new procedures which address the changing security needs of the District.
- IV. District Crisis Team. A District Crisis Team will be developed and implemented. Crisis Team members will receive specialized training to assist building administrators in providing psychological support during and after times of crisis. The specialized training will help personnel to direct crisis resolution activities and to counsel students and staff in coping with the aftermath of crisis situations.
- V. Evaluation and Review. District safety and security plans and procedures will be evaluated annually and revised according to areas of identified need.
- A. The safety and security plans and/or facilities of the District's buildings will be reviewed at least annually by the District Safety and Security Committee and the Director of Pupil Services or designee.
- B. The District's safety and security plans will be reviewed annually by one (1) or more persons who are not on the District's Safety and Security Committee and who are not an employee of the District. This review will include a visit to school buildings to analyze plans, policies, procedures, and practices, and provide recommendations. Any recommendations made as a result of the analysis will be forwarded to the Director of Pupil Services and to the District's Safety and Security Committee to be considered in making revisions to the District's safety and security plan.

Legal References: Title 92, Nebraska Administrative Code, Chapter ~~10-004.01B~~ [10-011](#)

Rule Approved: March 19, 2001
 Reaffirmed: [November 3, 2008](#)

Millard Public Schools
 Omaha, NE

Pupil Services

Building Safety and Security and Emergency Management Plans

5900.2

- I. Building Safety and Security Plans. Every school within the District will have a written site-specific safety and security plan that includes comprehensive procedures for coping with emergencies and the aftermath caused by crisis situations. Building safety and security plans will comply with all of the requirements that are stipulated in District Safety and Security Plans and Emergency Management Procedures. The principal will be responsible for development and implementation of building safety and security plans.
- II. Contents. The building safety and security plan shall:
 - A. Be a self-contained document that is separate from the Safety and Security Plan or the Emergency Management Plan that are distributed by the District.
 1. Be formatted to follow a District outline established by the District Safety and Security Committee.
 2. Identify those procedures specific to the building that are not identified or detailed in the District Safety and Security Procedures.
 3. Procedures identified in the District Safety and Security Plan and Emergency Management Plan will not be included verbatim in building safety and security plans except as needed for clarification and continuity.
 4. Building safety and security plans should specify who, what, when, where and how District safety and security procedures will be carried out in that specific building.
 - B. Be in accordance with District policies, rules and procedures.
 - C. Define the roles and responsibilities of personnel during and after the crisis.
 - D. Identify Building Safe Team roles and responsibilities.
 - E. Provide a description of the continuity of leadership if the principal is incapacitated or unavailable.
 - F. Provide a plan for reducing repeat infractions of the Standards of Student Conduct dealing with violence.
 - G. Contain the plans for a violence prevention and intervention program.
 - H. Be reviewed and updated annually by the principal or the principal's designee.
 - I. Be disseminated to all staff in the building.
 - J. Be approved by the Superintendent or designee. A copy of the plan will be submitted to Pupil Services.
 - K. Be reviewed annually by the District Safety and Security Committee.
 - L. Contain building emergency management plans that:
 1. Identify those procedures specific to the building that are not identified or detailed in the District Emergency Management Plan.
 2. Are in accordance with District policy, rules and procedures.

3. Define the roles and responsibilities of personnel during and after the crisis.
4. Identify that emergency drills shall:
 - a. Be implemented at a variety of times from the beginning to the end of the school day;
 - b. Be implemented when students are in diverse locations (i.e. the cafeteria) and in a variety of activities throughout the building;
 - c. Not endanger students or staff; and
 - d. Provide that adequate orientation and instruction be provided early in the school year.
- M. Be reviewed and updated annually by the principal or the principal's designee.
- N. Be disseminated to all staff in the building.
- O. Be approved by the Superintendent or designee. A copy of the plan will be submitted to Pupil Services.
- P. Be reviewed annually by the District Safety and Security Committee.

Legal References: Title 92, Nebraska Administrative Code, Chapter ~~10-004.01B~~ [10-011](#)

Pupil Services

Emergencies/Fire Safety in the Schools

5900.3

Each building shall conduct one (1) fire drill each month and shall keep all doors and exits unlocked for egress during school hours. Reports of the monthly fire drills are to be on file in each school, and the completed form shall be submitted to the State Fire Marshall at the end of each school year. The State regulations for fire drills shall be followed explicitly at all times, and copies of the State regulations shall be maintained in the office of each principal.

Legal Reference: Neb. Rev. Stat. § 79-706
Neb. Rev. Stat. § 81-527

Rules Approved: April 20, 1981
Revised: September 10, 2001
Reaffirmed: November 3, 2008

Millard Public Schools
Omaha, NE

Pupil Services

Emergency Dismissal

5900.4

- I. Dismissal Procedures. In the event of dismissal during the school day due to some emergency situation, the following procedures shall be followed:
 - A. Accounting for students and contacting parents.
 1. Students living within walking distance of the attendance center shall be allowed to proceed home if in the determination of the building administration conditions are conducive to safe travel by foot. Parents or guardians shall be contacted before the student leaves the building.
 2. Students who normally use school-provided or contracted transportation services shall remain at the attendance center until such vehicles arrive or until their parents or guardians provide alternative transportation.
 3. Students shall be allowed to leave school with adults other than their parents or guardians only when permission is granted by the parents or guardians of the respective student.
 - B. If parents can not be contacted.
 1. The student should remain under supervision at school or at the alternative site until the parents or emergency contact person can be reached.
 2. If the parent has previously specified in writing, that the student can be released to a designated agency or individual, the student may be released.

Rule Approved: June 16, 1975

Revised: September 10, 2001

Reaffirmed: November 3, 2008

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: Reaffirm Policy 6265

MEETING DATE: November 3, 2008

DEPARTMENT: Educational Services

TITLE AND BRIEF DESCRIPTION: Reaffirmation of Policy 6265
Curriculum, Instruction, and Assessment: Copyright Compliance

ACTION DESIRED: Reaffirm

BACKGROUND: Reaffirm the general policy on copyright compliance.

RECOMMENDATIONS: NA

STRATEGIC PLAN REFERENCE: None

TIMELINE: N/A

RESPONSIBLE PERSON(S): Mark Feldhausen, Donna Helvering

SUPERINTENDENT'S APPROVAL: 

BOARD ACTION:

Curriculum, Instruction, and Assessment
Copyright Compliance

6265

Teacher materials (print and non-print) which are used with students in conjunction with the instruction of students must be aligned with the District's written curriculum and legally acquired.

Copyrighted print, audio, video, software and other media may be reproduced only when the use by reproduction is a fair use in compliance with the Copyright Act or when the written permission for such use by reproduction has been obtained from the copyright holder.

Legal Reference: The Copyright Act

Related Policies & Rules: 1102.1, 4156.1, 4157, 4157.1, 5800, 5800.1, 6810.1

Policy Adopted: July 15, 2002

Millard Public Schools
Omaha NE

AGENDA SUMMARY SHEET

MEETING DATE: November 6, 2008

DEPARTMENT: Human Resources

ACTION DESIRED: Approval

BACKGROUND: Personnel items: (1) Leave of Absence Agreement, and (2) Resignation

OPTIONS & ALTERNATIVES: NA

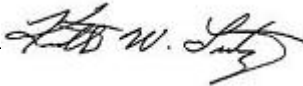
RECOMMENDATION: Approval

STRATEGIC PLAN REFERENCE: N/A

IMPLICATIONS OF ADOPTION OR REJECTION: N/A

TIMELINE: N/A

RESPONSIBLE PERSON: Dr. Kirby Eltiste

SUPERINTENDENT APPROVAL: _____  _____

November 6, 2008

LEAVE OF ABSENCE REQUESTS

Recommend: the following extended leave without pay requests be approved:

1. Nicole Courtney – Language Arts teacher at Beadle Middle School. She is requesting a Leave of Absence beginning on or about November 19, 2008 for the rest of the 2008/2009 school year for family reasons.

November 6, 2008

RESIGNATIONS

Recommend: the following resignations be accepted:

1. Jennifer Sachau – Kindergarten teacher at Ackerman Elementary School (currently on a Leave of Absence). She is resigning at the end of the 2008/2009 school year for family reasons.

**October 20, 2008
Millard Public Schools
Total Enrollment**

Elementary	K	1	2	3	4	5	SpEd	Current	YTD	Official 9/08	
							Cluster				Total
Abbott (3 unit)	81	66	67	68	61	69		412	1	1	411
Ackerman (4 unit)	100	96	80	85	96	94		551	1	1	550
Aldrich (3 unit)	58	51	97	70	84	68		428	-1	-1	429
Black Elk (3 unit)	83	88	97	83	98	92		541	4	4	537
Bryan (3 unit)	67	72	60	61	58	64		382	1	1	381
Cather (3 unit)	74	77	74	72	65	66		428	-2	-2	430
Cody (2 unit)	31	36	40	30	30	26	19	212	2	2	210
Cottonwood (3 unit)	55	58	56	58	68	50		345	-1	-1	346
Disney (3 unit)	47	44	44	33	53	31	13	265	1	1	264
Ezra Millard (3 unit)	58	61	61	64	61	82	10	397	6	6	391
Harvey Oaks (2 unit)	47	45	51	50	47	46		286	-2	-2	288
Hitchcock (2 unit)	21	25	28	24	24	35	17	174	-1	-1	175
Holling Heights (3 unit)	63	65	65	69	66	56	4	388	0	0	388
Montclair (4 unit)	87	87	92	94	68	101		529	-1	-1	530
Morton (3 unit)	44	54	58	65	54	72	12	359	2	2	357
Neihardt (4 unit)	81	102	106	103	74	87		553	4	4	549
Norris (3 unit)	63	51	57	59	55	55		340	0	0	340
Reagan (3 unit)	116	99	103	81	82	58		539	-4	-4	543
Reeder (3 unit)	60	88	71	75	63	59	16	432	-3	-3	435
Rockwell (3 unit)	51	49	51	44	45	33	21	294	-1	-1	295
Rohwer (3 unit)	71	80	78	79	82	63	16	469	-2	-2	471
Sandoz (3 unit)	51	54	51	54	45	53		308	-4	-4	312
Upchurch (3 unit)	79	58	47	42	35	26		287	0	0	287
Wheeler (3 unit)	96	96	101	98	80	88	23	582	1	1	581
Willowdale (3 unit)	53	70	69	85	68	76		421	4	4	417
Totals	1637	1672	1704	1646	1562	1550	151	9922	5	5	9917

	6	7	8	9	10	11	12	SpEd	Total	Change	Change	Official 9/08
								Prgm				
Andersen MS	252	274	243					11	769	13	13	756
Beadle MS	300	300	242					31	842	3	3	839
Central MS	252	223	259					27	734	-1	-1	735
Kiewit MS	301	291	333					3	925	-4	-4	929
North MS	245	243	240					13	728	-4	-4	732
Russell MS	282	289	280					7	851	0	0	851
MS Alternative	0	6	13						19	1	1	18
Totals	1632	1626	1610					92	4868	8	8	4860

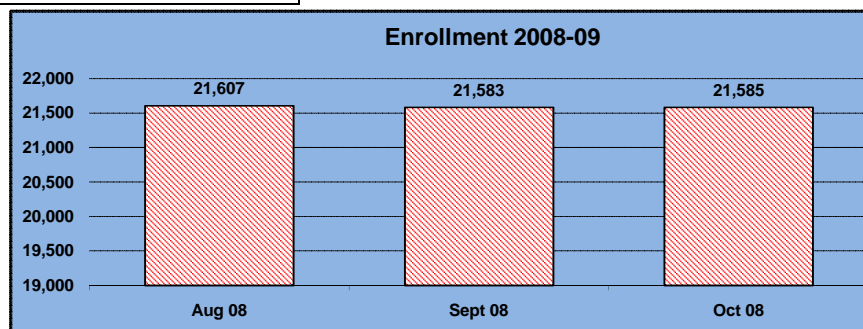
	9	10	11	12	SpEd	Total	Change	Change	Official 9/08
North HS	588	580	633	624	32	2425	-11	-11	2436
South HS	519	526	489	539	21	2073	-2	-2	2075
West HS	516	531	562	505	24	2114	4	4	2110
Millard Learning Center	0	0	13	70		83	0	0	83
Totals	1623	1637	1697	1738	77	6695	-9	-9	6704

Preschool	
Cody Early Start	14
Norris	18
Sandoz ELL	19
Montessori - Montclair	83
Montessori - Norris	17
Bryan	30
Disney	9
Holling Heights	30
Neidhardt	33
Rockwell	36
Total	289

Preschool SPED	
Cody	60
Disney	23
Hitchcock	24
Montclair	30
Reeder	32
Sandoz	17
Contracted	5
Infants	78
Total	269

Contracted SPED	45	0	0	45
Young Adult Program	55	-2	-2	57
Total District K-12	21585	2	2	21583
Total District PreK-12	22143	2	14	22129

10/20/2008	
Elementary	9922
Middle Sch	4868
High Sch	6695
Contracted	45
Young Adult	55
Total	21585
9/19/2008	
Elementary	9917
Middle Sch	4860
High Sch	6704
Contracted	45
Young Adult	57
Total	21583
Current Chg	2
YTD Change	2



Elementary	Classroom Enrollment						Total	Current Change	YTD Change	Official 09/08 Enrollment	Class Size W/out SPED
	K	1	2	3	4	5					
Abbott	20	21	23	22	20	24					
	19	22	22	23	20	22					
	21	23	22	23	21	23					
	21										
Total Students	81	66	67	68	61	69	412	1	1	411	412
Total Teachers	4.0	3	3	3	3	3	19.0				19.0
Classroom Avg	20	22.0	22.3	22.7	20.3	23.0	22				22

Elementary	Classroom Enrollment						Total	Current Change	YTD Change	Official 09/08 Enrollment	Class Size W/out SPED
	K	1	2	3	4	5					
Ackerman	20	18	19	20	24	24					
	19	19	20	21	25	24					
	20	18	20	22	24	23					
	20	21	21	22	23	23					
	21	20									
Total Students	100	96	80	85	96	94	551	1	1	550	551
Total Teachers	5	5	4	4	4	4	26.0				26.0
Classroom Avg	20.0	19.2	20.0	21.3	24.0	23.5	21				21

Elementary	Classroom Enrollment						Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
	K	1	2	3	4	5					
Aldrich	20	17	23	23	21	23					
	18	17	25	24	21	22					
	20	17	25	23	20	23					
			24		22						
Total Students	58	51	97	70	84	68	428	-1	-1	429	428
Total Teachers	3	3	4	3	4	3	20.00				20
Classroom Avg	19.3	17.0	24.3	23.3	21.0	22.7	21				21

Elementary	Classroom Enrollment						Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
	K	1	2	3	4	5					
Black Elk	21	21	23	21	20	23					
	20	23	25	21	20	23					
	20	22	24	21	20	23					
	22	22	25	20	19	23					
					19						
Total Students	83	88	97	83	98	92	541	4	4	537	541
Total Teachers	4	4	4	4	5	4	25				25
Classroom Avg	20.8	22.0	24.3	20.8	19.6	23.0	22				22

Elementary	Classroom Enrollment						Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
	K	1	2	3	4	5					
Bryan	17	24	19	20	19	22					
	16	24	21	21	19	20					
	17	24	20	20	20	22					
	17										
Total Students	67	72	60	61	58	64	382	1	1	381	382
Total Teachers	4	3	3	3	3	3	19				19
Classroom Avg	16.8	24.0	20.0	20.3	19.3	21.3	20				20

Elementary	Classroom Enrollment						Cluster					Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED	
	K	1	2	3	4	5	C-K	C-1	C-2	C-3	C-4						C-5
Cather	14	14	15	23	19	23	24	23	23	24	23	23					
	13	16	13				23	24	23	25	23	20					
Total Students	27	30	28	23	19	23	47	47	46	49	46	43	428	-2	-2	430	428
Total Teachers	2	2	2	1	1	1	2	2	2	2	2	2	21				21
Classroom Avg	13.5	15.0	14.0	23.0	19.0	23.0	23.5	23.5	23.0	24.5	23.0	21.5	20				20

Elementary	Classroom Enrollment						SpEd Cluster Prgm	Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
	K	1	2	3	4	5						
Cody	14	19	20	15	15	13	6					
	17	17	20	15	15	13	6					
							7					
Total Students	31	36	40	30	30	26	19	212	2	2	210	193
Total Teachers	2	2	2	2	2	2	3	15				12
Classroom Avg	15.5	18.0	20.0	15.0	15.0	13.0	6.3	14				16

Elementary	Classroom Enrollment						Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
	K	1	2	3	4	5					
Cottonwood	19	18	18	20	23	25					
	17	21	18	18	22	25					
	19	19	20	20	23						
Total Students	55	58	56	58	68	50	345	-1	-1	346	345
Total Teachers	3	3	3	3	3	2	17				17
Classroom Avg	18.3	19.3	18.7	19.3	22.7	25.0	20				20

Elementary	Classroom Enrollment						SpEd Cluster Prgm	Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
	K	1	2	3	4	5						
Disney	23	21	15	17	17	17	7					
	24	23	13	16	17	14	6					
			16		19							
Total Students	47	44	44	33	53	31	13	265	1	1	264	252
Total Teachers	2	2	3	2	3	2	2	16				14
Classroom Avg	24	22	15	17	18	16	7	17				18

	K	1	2	3	4	5	SpEd	Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
							Cluster Prgm					
Ezra Millard	19	20	21	22	21	22	3	7			116	
	19	20	20	20	20	19	7					
	20	21	20	22	20	20	21					
Total Students	58	61	61	64	61	82	10	397	6	6	391	387
Total Teachers	3	3	3	3	3	4	2	21				19
Classroom Avg	19.3	20.3	20.3	21.3	20.3	20.5	5	19				20

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
	16	23	25	25	23	23					
	15										
Total Students	47	45	51	50	47	46	286	-2	-2	288	286
Total Teachers	3	2	2	2	2	2	13.0				13
Classroom Avg	15.7	22.5	25.5	25.0	23.5	23.0	22				22

	K	1	2	3	4	5	SpEd	Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
							Cluster Program					
Hitchcock	21	12	13	24	24	20	9	8				
		13	15			15						
Total Students	21	25	28	24	24	35	17	174	-1	-1	175	157
Total Teachers	1	2	2	1	1	2	2	11.0				9
Classroom Avg	21.0	12.5	14.0	24.0	24.0	17.5	8.5	16				17

	K	1	2	3	4	5	SpEd	Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
							Cluster Program					
Holling Heights	20	22	22	23	22	20	2	2			388	384
	21	21	21	23	23	19	2					
	22	22	22	23	21	17						
Total Students	63	65	65	69	66	56	4	388	0	0	388	384
Total Teachers	3	3	3	3	3	3	2	20.0				18
Classroom Avg	21.0	21.7	21.7	23.0	22.0	18.7	2.0	19				21

	K	1	2	3	4	5	M-K	M1-3	M4-5	Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
	19	21	19	16	17	21	25	23	21					
				19		13		23	19					
								24	20					
								24						
Total Students	38	43	36	52	35	54	49	142	80	529	-1	-1	530	529
Total Teachers	2	2	2	3	2	3	2	6	4	26				26
Classroom Avg	19.0	21.5	18.0	17.3	17.5	18.0	24.5	23.7	20.0	20				20

	K	1	2	3	4	5	SpEd	Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
							Cluster Program					
Morton	22	21	16	19	18	23	6	6				
	22	19	20	22	18	24						
		14	22	24	18	25						
Total Students	44	54	58	65	54	72	12	359	2	2	357	347
Total Teachers	2	3	3	3	3	3	2.0	19				17.0
Classroom Avg	22.0	18.0	19.3	21.7	18.0	24.0	6.0	19				20

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
	16	20	20	20	26	21					
	17	21	23	20	25	22					
	17	20	20	21		22					
	17	21	21	22							
Total Students	81	102	106	103	74	87	553	4	4	549	553
Total Teachers	5	5	5	5	3	4	27.0				27.0
Classroom Avg	16.2	20.4	21.2	20.6	24.7	21.8	20				20

	K	1	2	3	4	5	M-K	M1-3	M-4	Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
	21	15	19	21	17	21	13	18	18					
								21						
Total Students	42	29	38	40	34	41	21	60	35	340	0	0	340	340
Total Teachers	2	2	2	2	2	2	2	3	2	19.0				19.0
Classroom Avg	21.0	14.5	19.0	20.0	17.0	20.5	10.5	20.0	17.5	18				18

	K	1	2	3	4	5	M-K	M1-3	M-4	Total	Current Change	YTD Change	Official 9/08 Enrollment	Class Size W/out SPED
	19	21	24	21	21	22								
	19	13	16	20	22	21								
	20	22	23	20	17									
	20	21	24											
Total Students	116	99	103	81	82	58	539	-4	-4	543	539			
Total Teachers	6	5	5	4	4	3	27.0				27.0			
Classroom Avg	19.0	19.5	19.8	20.3	20.5	19.3	20				20			

	K	1	2	3	4	5	SpEd	Total	Current Change	YTD Change	Official 9/08 Enrollment	
							Program					
Reeder	20	22	24	26	21	22	8				117	
	20	22	24	25	21	22	8					
	20	23	23	24	21	15						
		21										
Total Students	60	88	71	75	63	59	16	432	-3	-3	435	416
Total Teachers	3	4	3	3	3	3	2.0	21.0				19.0
Classroom Avg	20.0	22.3	23.7	25.0	21.0	19.7	8.0	21				22

	K	1	2	3	4	5	SpEd	Total	Current Change	YTD Change	Official 9/08 Enrollment	
							Cluster Program					
Rockwell	17	16	17	14	14	15	6					
	17	17	16	15	15	18	6					
	17	16	18	15	16		9					
Total Students	51	49	51	44	45	33	21	294	-1	-1	295	273
Total Teachers	3.0	3	3	3	3	2	3	20.0				17.0
Classroom Avg	17.0	16.3	17.0	14.7	15.0	16.5	7.0	15				16

	K	1	2	3	4	5	SpEd	Total	Current Change	YTD Change	Official 9/08 Enrollment	
							Cluster Program					
Rohwer	24	21	20	22	20	21	8					
	24	20	20	22	20	21	8					
	23	20	17	19	21	21						
		19	21	16	21							
Total Students	71	80	78	79	82	63	16	469	-2	-2	471	453
Total Teachers	3	4	4	4	4	3	2	24.0				22
Classroom Avg	23.7	20.0	19.5	19.8	20.5	21.0	8.0	20				21

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/08 Enrollment	
											Sandoz
	17	18	16	18	24	17					
	17	17	19	19	18	18					
Total Students	51	54	51	54	45	53	308	-4	-4	312	308
Total Teachers	3	3	3	3	2	3	17				17
Classroom Avg	17.0	18.0	17.0	18.0	22.5	17.7	18				18

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/08 Enrollment	
											Upchurch
	21	19	23	22	17						
	21	20									
	16										
Total Students	79	58	47	42	35	26	287	0	287	287	287
Total Teachers	4	3	2	2	2	1	14				14
Classroom Avg	19.8	19.3	23.5	21.0	17.5	26.0	21				21

	K	1	2	3	4	5	SpEd	Total	Current Change	YTD Change	Official 9/08 Enrollment	
							Cluster Prgm					
Wheeler	21	20	20	19	20	22	12					
	16	19	20	20	20	20	4					
	21	15	22	21	22	23	7					
	21	21	19	18	18	23						
	17	21	20	20								
Total Students	96	96	101	98	80	88	23	582	1	1	581	559
Total Teachers	5	5	5	5	4	4	3	31				28
Classroom Avg	19.2	19.2	20.2	19.6	20.0	22.0	7.7	19				20

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/08 Enrollment	
											Willowdale
	18	23	24	22	23	26					
	18	24	22	21	23	25					
				21							
Total Students	53	70	69	85	68	76	421	4	4	417	421
Total Teachers	3	3	3	4	3	3	19.0				19
Classroom Avg	17.7	23.3	23.0	21.3	22.7	25.3	22				22

Elementary Totals	Grade	K	1	2	3	4	5	M-1	M-2	M-3	M-4	M-5	SpEd	Total	Current Change	YTD Change	Official 9/08 Enrollment
													Cluster Prgm				
Students	1637	1672	1704	1646	1562	1550	66	75	61	54	61	151	9922	0	5	9917	9771
Teachers	86.0	81.0	80.0	77.0	74.0	71.0	9			6.0		23.0	507				484.0
Classroom Avg	19.0	20.6	21.3	21.4	21.1	21.8						6.6	19.57				20.188

	6	7	8	9	10	11	12	SpEd	Total	Current Change	YTD Change	Official 9/08 Enrollment
								Cluster				
Andersen MS	252	274	243					11	769	13	13	756
Beadle MS	300	300	242					31	842	3	3	839
Central MS	252	223	259					27	734	-1	-1	735
Kiewit MS	301	291	333					3	925	-4	-4	929
North MS	245	243	240					13	728	-4	-4	732
Russell MS	282	289	280					7	851	0	0	851
MS Alternative	0	6	13						19	1	1	18
Totals	1632	1626	1610					92	4868	8	8	4860

	9	10	11	12	SpEd Cluster	Total	Current Change	YTD Change	Official 9/08 Enrollment
South HS	519	526	489	539	21	2073	-2	-2	2075
West HS	516	531	562	505	24	2114	4	4	2110
Millard Learning Center	0	0	13	70		83	0	0	83
Totals	1623	1637	1697	1738	77	6695	-9	-9	6704

Contracted SPED	45	0	0	45
Young Adult Program	55	-2	-2	57
Total District Enrollment	21585	2	2	21583

AGENDA SUMMARY SHEET

AGENDA ITEM: Foundation Report

MEETING DATE: November 3, 2008

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF DESCRIPTION:

ACTION DESIRED: Information Only

BACKGROUND: The Millard Public Schools' Foundation was founded in 1984 for the purpose of increasing excellence in education by means of programs and services for students and staff. The main source of revenue for the Foundation is obtained by providing before and after school care for children with the Millard Public Schools.

A Board of Directors made up of 17 members governs the Foundation. One of the members shall be a current Board of Education member appointed by the President of the Board of Education. One member shall be the Superintendent of the Millard Public Schools, Two of the remaining fifteen shall be appointed by the Superintendent and the remaining thirteen are selected by the Board of Directors.

Programs and projects sponsored by the Foundation included classroom grants, Hall of Fame, Scholarships for graduates, leadership funds including CCM funds, Alumni Services, Kid's Network, and most recently the opening of the preschool.

OPTIONS/ALTERNATIVE CONSIDERATIONS: n/a

RECOMMENDATIONS: n/a

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION OR REJECTION: n/a

TIME LINE: n/a

PERSONS RESPONSIBLE: Superintendent

SUPERINTENDENT'S APPROVAL: _____  _____

MILLARD SCHOOLS EDUCATION FOUNDATION, INC.
(A Non-Profit Organization)

MAY 31, 2008

ORIZON CPAs LLC
CERTIFIED PUBLIC ACCOUNTANTS
16924 FRANCES STREET, SUITE 210
OMAHA, NEBRASKA 68130



402	330/7008/PHONE
	330/6851/FAX
	www.orizongroup.com

October 21, 2008

INDEPENDENT ACCOUNTANT'S REPORT

To the Board of Directors
Millard Schools Education Foundation, Inc.
 Omaha, Nebraska

We have reviewed the accompanying consolidated statement of financial position of the Millard Schools Education Foundation, Inc. as of May 31, 2008 and the related consolidated statements of activities and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of the Millard Schools Education Foundation, Inc.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Orizon CPAs LLC

ORIZON CPAs LLC

MILLARD SCHOOLS EDUCATION FOUNDATION, INC.
(A Non-Profit Organization)

CONSOLIDATED STATEMENT OF FINANCIAL POSITION
MAY 31, 2008
WITH SUMMARIZED FINANCIAL INFORMATION FOR MAY 31, 2007

ASSETS

	2008	2007
CURRENT ASSETS:		
Cash and cash equivalents	\$ 816,767	\$ 650,929
Investments	6,776,770	6,693,945
Total current assets	7,593,537	7,344,874
PROPERTY, PLANT, AND EQUIPMENT - less accumulated depreciation of \$102,948 for 2008 and \$67,753 for 2007	3,408,500	121,259
OTHER ASSETS - deposits	1,356	27,966
TOTAL ASSETS	\$ 11,003,393	\$ 7,494,099

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:		
Accounts payable	\$ 307,340	\$ 307,857
Accrued salaries payable	169,223	149,333
Accrued payroll taxes	24,788	24,402
Deferred revenue	96,400	84,665
Notes payable	2,525,401	
Total current liabilities	3,123,152	566,257
NET ASSETS:		
Unrestricted:		
Undesignated	7,049,757	6,119,217
Designated by Board of Directors	41,322	47,293
Total unrestricted	7,091,079	6,166,510
Temporarily restricted	520,999	503,584
Permanently restricted	268,163	257,748
Total net assets	7,880,241	6,927,842
TOTAL LIABILITIES AND NET ASSETS	\$ 11,003,393	\$ 7,494,099

See Accountant's Report and Notes to Financial Statements.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC.
(A Non-Profit Organization)

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2008
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED MAY 31, 2007

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total 2008	Total 2007
SUPPORT AND REVENUE:					
Public support:					
Contributions and grants	\$ 41,430	\$ 43,455		\$ 84,885	\$ 74,648
Millard forever contributions					3,632
Scholarships and memorials	7,635	226,543	\$ 10,415	244,593	98,265
Special events	82,899			82,899	60,800
Total public support	131,964	269,998	10,415	412,377	237,345
Revenue:					
Child care tuition and fees	5,225,709			5,225,709	4,787,342
Registration	68,750			68,750	59,375
Alumni memberships	1,750			1,750	3,505
Interest income	22,349			22,349	33,123
Investment income	45,449	13,041		58,490	882,806
Total revenue	5,364,007	13,041		5,377,048	5,766,151
Total support and revenue	5,495,971	283,039	10,415	5,789,425	6,003,496
RECLASSIFICATIONS:					
Net assets released from restrictions:					
Restrictions satisfied by payments	265,624	(265,624)			
EXPENSES:					
Program services:					
Child care:					
Salaries and benefits	1,949,963			1,949,963	1,773,991
Payroll taxes	142,921			142,921	125,161
Supplies and food	290,592			290,592	266,284
Fees and licenses	1,363			1,363	2,340
Program management	94,271			94,271	69,114
Telephone	9,380			9,380	10,521
Transportation	26,275			26,275	23,841
Admissions	35,327			35,327	34,188
Scholarships	246,495			246,495	102,564
Career compensation program	190,000			190,000	190,000
Alumni events	17,397			17,397	15,790
District reimbursement	392,635			392,635	544,372
Millard forever campaign					11,475
Educational support	709,058			709,058	614,454
Total program services	4,105,677			4,105,677	3,784,095

See Accountant's Report and Notes to Financial Statements.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC.
(A Non-Profit Organization)

CONSOLIDATED STATEMENT OF ACTIVITIES, CONTINUED
FOR THE YEAR ENDED MAY 31, 2008
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED MAY 31, 2007

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2008</u>	<u>Total 2007</u>
EXPENSES (CONTINUED):					
Supporting services:					
Management and general:					
Salaries and benefits	\$ 383,464			\$ 383,464	\$ 375,764
Professional fees	23,978			23,978	47,706
Office supplies and expenses	42,459			42,459	30,136
Rent	27,300			27,300	24,600
Equipment rental and maintenance	7,139			7,139	5,378
Promotional and advertising	11,500			11,500	7,238
Telephone and utilities	6,289			6,289	6,646
Employee relations	15,562			15,562	22,969
Employee expenses	3,922			3,922	2,488
Trust fees	30,102			30,102	28,150
Depreciation	35,196			35,196	16,476
Meeting expense	4,154			4,154	4,920
Dues and publications	2,276			2,276	2,266
Insurance	31,288			31,288	31,180
Community relations	8,187			8,187	15,280
Bank fees	14,177			14,177	13,945
Miscellaneous	1,734			1,734	1,544
Total management and general	<u>648,727</u>			<u>648,727</u>	<u>636,686</u>
Fundraising	27,844			27,844	10,081
Special events	54,778			54,778	36,959
Total supporting services	<u>731,349</u>			<u>731,349</u>	<u>683,726</u>
Total expenses	<u>4,837,026</u>			<u>4,837,026</u>	<u>4,467,821</u>
INCREASE IN NET ASSETS	924,569	\$ 17,415	\$ 10,415	952,399	1,535,675
NET ASSETS - beginning of year	<u>6,166,510</u>	<u>503,584</u>	<u>257,748</u>	<u>6,927,842</u>	<u>5,392,167</u>
NET ASSETS - end of year	<u>\$ 7,091,079</u>	<u>\$ 520,999</u>	<u>\$ 268,163</u>	<u>\$ 7,880,241</u>	<u>\$ 6,927,842</u>

See Accountant's Report and Notes to Financial Statements.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC.
(A Non-Profit Organization)

CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED MAY 31, 2008
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED MAY 31, 2007

	2008	2007
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from child care tuition and fees	\$ 5,332,804	\$ 4,821,853
Cash received from contributors	414,127	240,945
Cash paid to suppliers and employees	(3,636,518)	(3,454,854)
Cash paid for scholarships, grants and educational support	(1,145,553)	(907,018)
Interest and dividends received	<u>233,133</u>	<u>215,630</u>
Net cash provided by operating activities	<u>1,197,993</u>	<u>916,556</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	1,020,663	824,240
Purchase of investments	(1,255,782)	(1,934,561)
Purchase of property, plant, and equipment	<u>(797,036)</u>	<u>(94,391)</u>
Net cash used in investing activities	<u>(1,032,155)</u>	<u>(1,204,712)</u>
INCREASE (DECREASE) IN CASH	165,838	(288,156)
CASH AND CASH EQUIVALENTS - beginning of year	<u>650,929</u>	<u>939,085</u>
CASH AND CASH EQUIVALENTS - end of year	<u>\$ 816,767</u>	<u>\$ 650,929</u>
RECONCILIATION OF CHANGE IN NET ASSETS TO CASH PROVIDED BY OPERATING ACTIVITIES		
Increase in net assets	\$ 952,399	\$ 1,535,675
Adjustments to reconcile increase in net assets to net cash provided by operating activities		
Depreciation	35,196	16,476
Loss on sale of investments	29,152	(116,693)
Loss on disposal of assets		
Unrealized (gain)\loss on investments	123,142	(583,606)
Increase in deposits	26,610	(26,609)
Increase in accounts receivable		
Increase in accounts payable	(517)	85,277
Increase in accrued salaries payable	19,890	1,741
Increase in payroll taxes payable	386	2,455
Increase in deferred revenue	<u>11,735</u>	<u>1,840</u>
Total cash provided by operating activities	<u>\$ 1,197,993</u>	<u>\$ 916,556</u>
SUPPLEMENTAL SCHEDULE OF NONCASH TRANSACTIONS		
Acquisition of property, plant, and equipment	\$ (3,322,437)	
Financing obtained for acquisition of property, plant, and equipment	<u>2,525,401</u>	
Net cash used related to acquisition of property, plant, and equipment	<u>\$ (797,036)</u>	

See Accountant's Report and Notes to Financial Statements.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC.
(A Non-Profit Organization)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. NATURE OF ACTIVITIES

The purpose of Millard Schools Education Foundation, Inc. (the "Foundation") is to promote the welfare of children and youth in school and the community, to raise the standards of school life, and to bring into closer relation the home and the school, so that parents and teachers may cooperate in the training of children.

The Foundation has been providing services and funds to the Millard Public School District (the "District") since 1984. It issues scholarships and operates the Kids' Network Child Care Program in 25 elementary schools in the District. These programs are currently being operated absent of any rental fees. The Foundation also provides grant money to the District.

The Millard Schools Education Foundation, Inc. has been classified by the Internal Revenue Service as an organization other than a private foundation and is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

The Foundation formed two wholly-owned subsidiaries during the fiscal year ending May 31, 2008: MPSF Properties, L.L.C. ("Properties") and Early Childhood Education Center, L.L.C. (the "Center"). Properties was formed to own land and a building to be constructed for the Foundation's administrative offices and the operations of the Center. The Center was formed to provide high-quality care with developmentally appropriate activities for children 6 weeks to 5 years of age.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation and Basis of Accounting

The consolidated financial statements reflect the financial position and operating results of the Foundation and its wholly-owned subsidiaries. All significant inter-company transactions have been eliminated.

The consolidated financial statements of the Foundation have been prepared on the accrual basis of accounting as required by generally accepted accounting principles in the United States of America.

Financial Statement Presentation

The Foundation has adopted Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations". Under SFAS No. 117, the Foundation is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

Unrestricted - Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors or may otherwise be limited by contractual agreements with outside parties. As of May 31, 2008, the Board had designated \$41,322 for scholarships.

Temporarily restricted - Net assets whose use by the Foundation is subject to donor-imposed stipulations that can be fulfilled by actions of the Foundation pursuant to those stipulations or that expire by the passage of time.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC.
(A Non-Profit Organization)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS, CONTINUED

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Permanently restricted - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Foundation. Generally, the donors of these assets permit the Foundation to use all or part of the income earned on these assets.

Expenses are generally reported as decreases in unrestricted net assets. Expirations of donor-imposed stipulations that simultaneously increase one category of net assets and decrease another are reported as reclassifications between the applicable categories.

Temporarily restricted net assets for which donor-imposed restrictions are met in subsequent reporting periods are reclassified to unrestricted net assets and reported as net assets released from restrictions. Net assets released from restrictions also include unrestricted, temporarily restricted or permanently restricted net assets where donors have added, changed or removed restrictions on contributions. Net assets which have no donor stipulated restrictions, as well as contributions for which donors have stipulated restrictions but which are met within the same reporting period, are reported as unrestricted support.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles in the United States of America. Accordingly, such information should be read in conjunction with the Foundation's financial statements for the year ended May 31, 2008, from which the summarized information was derived.

Cash Equivalents

For purposes of the statement of cash flows, the Foundation considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Contributions

Contributions are recognized when the donor makes a promise to give to the Foundation that is, in substance, unconditional. Donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Receivables

The Foundation records receivable balances at net realizable value using the allowance method to record anticipated uncollectible balances. There were no accounts receivables as of May 31, 2008.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC.
(A Non-Profit Organization)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS, CONTINUED

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Property, Plant, and Equipment

Property, plant, and equipment is recorded at acquisition cost if purchased. Donations of property, plant, and equipment are recorded as support at their estimated fair value at the date of gift. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Foundation reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Foundation reclassifies temporarily restricted net assets to unrestricted net assets at that time. Property, plant, and equipment is depreciated using the straight-line method over the assets estimated useful lives of three to forty years.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

3. CASH AND CASH EQUIVALENTS

At May 31, 2008, the carrying amount of the Foundation's deposits was \$816,767. Included in cash and cash equivalents on the financial statements is \$698,126 held in checking accounts and \$118,641 held in a money market account. The checking accounts are insured through FDIC and at May 31, 2008, the Foundation had balances in these accounts that exceeded the normal FDIC coverage by \$447,822. The money market account is not insured or guaranteed by the FDIC or any other governmental agency.

4. INVESTMENTS

Investments are initially recorded at their acquisition cost when purchased and at fair value when received as a contribution. Investments in equity securities with a readily determined market value and all debt securities are reported at their fair value. Unrealized gains and losses resulting from changes in fair value are reported in the statement of activities and result in increases or decreases to unrestricted net assets unless their use is temporarily or permanently restricted by donors to a specified purpose or future period.

Investments presented in the financial statements are part of a cash management account, which has investments in the following:

	<u>Cost</u>	<u>Market</u>	<u>Unrealized Gain/(Loss)</u>
Bonds and notes	\$ 2,615,930	\$ 2,639,639	\$ 23,707
Common stock	3,174,051	4,077,524	903,473
Real estate funds	<u>59,943</u>	<u>59,607</u>	<u>(336)</u>
TOTAL	<u>\$ 5,849,924</u>	<u>\$ 6,776,770</u>	<u>\$ 926,844</u>

MILLARD SCHOOLS EDUCATION FOUNDATION, INC.
(A Non-Profit Organization)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS, CONTINUED

4. INVESTMENTS, CONTINUED

The following schedule summarizes the investment income and its classification on the statement of activities for the year ended May 31, 2008:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Interest income	\$ 119,881	\$ 22,299	\$142,180
Dividend income	60,993	7,611	68,604
Net realized losses	(25,918)	(3,234)	(29,152)
Net unrealized losses	<u>(109,480)</u>	<u>(13,662)</u>	<u>(123,142)</u>
Total investment income	<u>\$ 45,476</u>	<u>\$ 13,014</u>	<u>\$ 58,490</u>

Because investments are subject to volatile market risks, it is reasonably possible that the value of investment securities will change in the near term and that such changes could materially affect the amounts reported in the financial statements.

5. PROPERTY, PLANT, AND EQUIPMENT

A summary of the property, plant, and equipment follows:

Land	\$ 506,070
Construction in progress	2,746,666
Equipment	79,680
Computers	156,336
Leasehold improvements	22,696
Less: accumulated depreciation	<u>(102,948)</u>
Total property, plant, and equipment	<u>\$3,408,500</u>

6. NOTE PAYABLE TO BANK

MPSF Properties, L.L.C. has a note payable to a local bank for construction of the new building. One of the board members of the Foundation is the President of the bank loaning the money and owns a portion of the bank stock. The note, which originally expired on August 11, 2008, was extended to November 14, 2008. This note will be replaced by permanent financing. The note is collateralized by the construction deed of trust, assignment of rents, commercial security agreement, and UCC financing statement. The note bears a variable interest of 6.00% at May 31, 2008. Properties had borrowed \$2,525,401 at May 31, 2008.

7. DEFERRED REVENUE

A summary of deferred revenue follows.

Deferred income - golf	\$ 35,170
Deferred income - registration	<u>61,230</u>
Total deferred revenue	<u>\$ 96,400</u>

MILLARD SCHOOLS EDUCATION FOUNDATION, INC.
(A Non-Profit Organization)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS, CONTINUED

8. PENSION PLAN

The Foundation maintains a defined contribution pension plan. Employees are eligible to participate in the plan upon completion of six months of service and attaining age twenty. Employees may generally elect to contribute up to \$15,500 of their salary to the plan. The Foundation may make discretionary matching contributions of 50% of the employee's contribution up to 10% of the employee's salary. The Foundation made matching contributions for the year ended May 31, 2008 in the amount of \$37,500.

9. COMMITMENTS

The Foundation leases office facilities under a noncancellable operating lease that expires August 31, 2008. Rent expense for the year ended May 31, 2008 amounted to \$27,300. The Foundation also leases a copier and printer under an operating lease agreement that expired December 31, 2007 and entered into a new copier lease beginning November 20, 2007 expiring November 20, 2011. Rent expense for this equipment for the year ended May 31, 2008 was \$3,199. The future minimum rental payments on these leases as of May 31, 2008 are as follows:

Year ending May 31, 2009	\$10,304
Year ending May 31, 2010	3,404
Year ending May 31, 2011	1,418

10. SPECIAL EVENTS

The following are the results of the Foundation's special events during the period ended May 31, 2008:

	<u>Gross Proceeds</u>	<u>Expenses</u>	<u>Net</u>
Golf Benefit	\$ 60,699	\$ 28,897	\$ 31,802
Hall of Fame Banquet	<u>22,200</u>	<u>25,881</u>	<u>(3,681)</u>
TOTAL	<u>\$ 82,899</u>	<u>\$ 54,778</u>	<u>\$ 28,121</u>

11. RESTRICTIONS ON NET ASSETS

Temporarily restricted net assets at May 31, 2008 consist of contributions received for scholarships to be awarded in future periods and contributions held for certain schools in the Millard School District, which are intended for school improvements.

Permanently restricted net assets at May 31, 2008 consist of endowment fund investments to be held in perpetuity, the income from which is expendable for scholarships.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC.
(A Non-Profit Organization)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS, CONTINUED

12. SUBSEQUENT EVENT

Construction was completed on the building owned by the MPSF Properties, L.L.C in July 2008. Total construction cost was \$3,007,226. An additional note payable in the amount of \$218,281 was obtained on June 12, 2008, with a maturity date of June 12, 2013 at an interest rate of 5.875%, from the same local bank as the note payable in Note 6 above. The Foundation moved its administrative offices to this new building in August, 2008. Also, the Early Childhood Education Center, L.L.C. began its operations in this building in August 2008.

Subsequent to May 31, 2008, a significant decline in the value of investment markets has occurred. It is reasonably possible that the values of the Foundation's investments have decreased by a material amount since May 31, 2008.

**BYLAWS OF
MILLARD SCHOOLS EDUCATION FOUNDATION, INC.**

ARTICLE I

The name of the corporation shall be: Millard Schools Education Foundation, Inc., sometimes referred to in these Bylaws as the Foundation.

ARTICLE II

Purposes

1. The purposes for which this Foundation is formed are those set forth in its Certificate of Incorporation, as from time to time amended; namely, to promote the welfare of children and youth in school and community; to raise the standards of school life; and to bring into closer relation the home and the school, that parents and teachers may cooperate in the training of children.

The Foundation is not formed for pecuniary or financial gain, and no part of the assets, income or profit of the Foundation is distributable to, or inures to the benefit of its directors or officers except to the extent permitted under the Nonprofit Corporation Act of the State of Nebraska. No part of the activities of the Foundation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Foundation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

2. The purpose of the Foundation is to provide financial support for the propagation of educational, vocational, and athletic development and education of students.

ARTICLE III

Basic Policies

The following are basic policies of the Foundation:

1. The Foundation shall be noncommercial, nonsectarian, and nonpartisan.
2. The name of the Foundation or the names of any members in their official capacities shall not be used in any connection with a commercial concern or with any partisan interest or for any purpose not appropriately related to promotion of the objectives of the Foundation.
3. The Foundation shall cooperate with the schools to support the improvement of education in ways which will not interfere with administration of the schools and shall not seek to control their policies.
4. The Foundation may cooperate with other organizations and agencies concerned with student welfare but persons representing the Foundation in such matters shall make no commitments that bind the Foundation.

ARTICLE IV

Board of Directors

1. Composition

(a) The Board of Directors shall consist of seventeen members. One member shall be a current Board of Education member appointed by the President of the Board of Education. One member shall be the Superintendent of the Millard School District. One member shall be the Director of Communications of the Millard School District. The other fourteen members shall be residents of the Millard School District or have a sincere interest in the welfare of the Millard School District and its community. Only two of those fourteen members shall be employed by the Millard Public Schools and shall be appointed by the Superintendent. The members of the Board of Directors shall serve until the election and qualification of their successors.

2. The Duties of the Board of Directors shall be:

- (a) To transact necessary business of the Foundation;
- (b) To create standing committees;
- (c) To approve the plans of work of the standing committees;
- (d) To appoint an auditor or an auditing committee;
- (e) To approve a budget for the fiscal year.

3. Term of Office

(a) The term of office for Directors shall be two (2) years unless otherwise elected for a shorter term. There shall be no election in the first year.

(b) Members of the Board of Directors shall elect the directors for the succeeding years at the annual meeting of the Foundation.

(c) Each Director shall hold office commencing on the day of his or her election until the conclusion of the annual meeting which coincides with the expiration of his or her term, or until his or her earlier resignation, death or removal from office. A Director may be elected to succeed himself or herself. Only the designee of the President of the Board of Education and the Superintendent of Schools may serve more than three (3) consecutive terms.

4. Resignation, Removal and Vacancies

A director may resign at any time by instrument in writing to that effect filed with the Secretary.

Whenever any vacancies shall occur among the Directors, the remaining Directors shall constitute the Directors of the Foundation until such vacancy is filled or until the number of Directors is changed. The remaining Directors shall, by a vote of a majority of their number, fill any vacancy for the unexpired term.

5. Voting, Quorum and Adjournments

A majority of the total number of Directors shall constitute a quorum at any duly called meeting. Any meeting called by a majority of the Directors may adjourn from time

to time and place to place within or without the State of Nebraska, provided that notice of adjournment is given to any Directors who may not have been present at the time of the vote for the adjournment. All business and acts of the Directors shall be determined by the affirmative vote of a majority of the Directors present.

6. Annual Meeting

The annual meeting of the Board of Directors shall be held in April of each year at the Millard Education Foundation office at 7:00 p.m. OR at such other time and at such place after written notice has been given to all Directors, as may be fixed by the Board of Directors, or if it falls to do so, by the President. The annual meeting shall be held for the purpose of electing Directors and officers and transacting any other business.

7. Regular Meetings

Regular meetings of the Directors shall be held at least quarterly at such time and place as is determined by the President and set forth in the Notice of Meeting.

8. Special Meetings

Special meetings of the Directors may be held at any time within or without the State of Nebraska upon call by the President or by any two (2) Directors. Notice of each such meeting shall be given to each Director in writing or in person not less than forty-eight (48) hours prior to such meeting. Unless otherwise specified in the notice thereof, the business to be transacted at any special meeting shall be limited to that set forth in the Notice of Meeting.

9. Notice and Waivers of Notice

Except as otherwise provided in these Bylaws, notice of each annual or regular meeting of Directors shall be given to each Director in writing or in person not less than five (5) nor more than thirty (30) days prior to such meeting.

Notice of special meetings shall be governed by Section 8 of these Bylaws.

Any Director may waive notice of any meeting and by attending any meeting without protesting the lack of proper notice, shall be deemed to have waived notice thereof.

10. Electronic Voting

Any action which shall or may, be taken at any annual or special meeting of the board of directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by not less than the minimum number of members of the board of directors that would be necessary to authorize or take such action at a meeting. A facsimile, e-mail or other electronic transmission consenting to an action to be taken and transmitted by a member of the board of directors to the corporation shall be deemed to be written, signed and dated for the purposes of this section, provided that any such facsimile, e-mail or other electronic transmission sets forth or is delivered with information from which the corporation can determine that the facsimile, e-mail or other electronic transmission was transmitted by the member of the board of directors and the date on which such member of the board of directors transmitted such Facsimile, e-mail or electronic transmission. The date on which such facsimile, e-mail or electronic transmission is transmitted shall be deemed to

be the date on which such consent was signed. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those members of the board of directors who have not consented in writing.” Ratification of any actions taken in this manner will be done by a simple vote at the next regular board meeting, accomplished similarly to approval of the minutes.

11. Compensation

The Directors shall not receive salaries, fees or compensation for their service as Directors or for their attendance at any meeting or committee meeting of Directors.

12. Duality of Interest

A Director having a conflict of interest or conflict of responsibility on any matter involving the Foundation or any other business entity or person shall refrain from voting on such matter.

No Director shall use his or her position as a Director of the Foundation for his or her own direct or indirect financial gain.

ARTICLE V

Committees

The Directors may create such committees, including an Executive Committee, and appoint such persons and assign such duties and powers to them to facilitate the administration of the Foundation.

ARTICLE VI

Officers and Their Election

1. Officers

(a) The officers of the Foundation shall consist of a President, a President-Elect, a Secretary and a Treasurer.

(b) Officers shall be elected by the Directors at the annual meeting.

(c) Officers shall assume their official duties following the close of the annual meeting in April.

(d) The President shall serve for a term of one (1) year, to be succeeded by the President-Elect.

(e) The President-Elect shall serve as President-Elect for one year, and upon the end of his or her term, shall assume the title and duties of President.

(f) The Secretary and Treasurer shall each serve for one (1) year. The Secretary and Treasurer shall not be eligible to serve more than two consecutive terms in the same office.

2. Election

(a) There shall be a nominating committee composed of three (3) members selected by the Board of Directors from its body.

(b) The nominating committee shall nominate one eligible person for each office to be filled, and report its nominees at the regular meeting in January.

(c) Other persons may be nominated by members of the Board of Directors.

(d) Only those persons who have signified their consent to serve if elected shall be nominated for or elected to such office.

3. Vacancy

A vacancy occurring in any office shall be filled for the unexpired term by a person elected by a majority vote of the Board of Directors, notice of such election having been given. In case a vacancy occurs in the office of President, the President-Elect shall serve notice of the election.

ARTICLE VII

Duties of Officers

1. The President shall preside at all meetings of the Board of Directors at which he may be present; shall perform such other duties as may be prescribed by these Bylaws or assigned to him by the Board of Directors and shall coordinate the work of the officers and the committees of the Foundation in order that the purposes may be promoted.

2. The President-Elect shall act as an aide to the President and shall perform the duties of the President in the absence or disability of that officer to act.

3. The Secretary shall record the minutes of all meetings of the Board of Directors and shall perform such other duties as may be delegated to him.

4. The Treasurer shall have custody of all of the funds of the Foundation; shall keep a full and accurate account of the receipts and expenditures; and shall make disbursements in accordance with the approved budget as authorized by the Board of Directors, or a special committee. The Treasurer shall present a financial statement when requested by the Board of Directors and shall make a full report at the annual meeting. The Treasurer shall be responsible for the maintenance of such books of account and records as conform to the requirement of the Bylaws.

The Treasurers accounts shall be examined annually by an auditor or an auditing committee of not less than three (3) members, who, satisfied that the Treasurer's annual report is correct, shall sign a statement of that fact at the end of the report.

5. All officers shall:

(a) Perform the duties prescribed in the parliamentary authority in addition to those outlined by these Bylaws and those assigned from time to time.

(b) Deliver to their successors all official material not later than ten (10) days following the election of their successors.

6. Compensation

The Directors are authorized to determine or provide the method for the compensation reimbursement of expense of all officers. No Director shall receive compensation for serving as a Director, provided, however, reimbursement for reasonable expenses may be paid if it does not endanger the tax exempt status of the Foundation.

ARTICLE VIII

Indemnity and Reimbursement

1. Persons Covered.

Any person made a party to or threatened with any action, suit or proceedings (civil or criminal), by reason of the fact that he or she is or was a director, officer or employee of this corporation or is or has been serving at the request of the corporation as a director, officer or employee of another corporation shall be indemnified by this corporation against reasonable expenses including attorneys' and accountants' fees and court costs actually and reasonably incurred in connection with the defense of such instituted or threatened action, suit or proceeding, or in connection with any appeal therein, if such person conducted himself or herself in good faith, and reasonably believed: (i) in the case of conduct in his or her official capacity with the corporation, that his or her conduct was in its best interests; (ii) in all other cases, that his or her conduct was at least not opposed to its best interests; and (iii) in the case of any criminal proceedings, the director had no reasonable cause to believe his or her conduct was unlawful, except in relation to matters as to which he or she shall be adjudged in action, suit or proceeding to be liable for negligence or misconduct in the performance of his duty in said capacity. Moreover, any person who serves as a director or officer of the Corporation shall be indemnified from and against any civil liability or damages for any act or omission which results in damages or injury if such person was acting within the scope of his or her official functions and duties as a director or officer (unless such damage or injury was caused by the willful or wanton act or omission of such director or officer).

2. Reimbursement.

This corporation shall also reimburse to any person qualifying for indemnification of costs under Section 1 of this Article VIII, the reasonable costs of settlement of the underlying action, suit or proceeding referred to therein.

3. Nonexclusive Provision.

The foregoing right of indemnity and reimbursement shall not be deemed exclusive of any other rights to which any officer or director or employee may be entitled under any other Bylaw, agreement, or otherwise.

4. Amount of Indemnity.

The amount of indemnity or reimbursement to which any of the foregoing indemnities may be entitled shall be fixed by the Board of Directors, except that in any

case where there is no disinterested majority of the Board of Directors available (whether a quorum or not) the amount shall be fixed by a committee of arbitrators appointed by the Board of Directors.

ARTICLE IX

Procedure

All meetings of the Foundation shall be conducted pursuant to Roberts Rules of Order.

ARTICLE X

Amendments

These Bylaws may be amended, repealed or altered in whole or in part by a majority vote at any regular or special meeting of the Board of Directors of the Foundation.

ARTICLE XI

Contracts and Financial Matters

1. Contracts.

The corporation shall approve or ratify by resolution any contract in excess of \$20,000. The corporation may authorize by resolution the president or other specified officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Due diligence shall be shown by demonstrating appropriate research and competitive options were considered prior to selecting and entering into contracts and purchases at this level.

2. Borrowing.

No loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

3. Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other indebtedness issued in the name of the corporation shall be signed by one of the following: president, president-elect, treasurer, executive director. Checks, drafts or other orders for the payment of money, notes or other indebtedness in amounts over \$3,000 shall require signatures from two of the previously stated positions.

4. Deposits.

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may elect.

5. Gifts.

The Board of Directors may solicit and accept on behalf of the corporation any contribution, gift, bequest or devise for the general purpose or any special purpose of the corporation.

6. Agents, Employees, Etc.

The corporation shall be entitled to engage such agents, employees and independent contractors as it shall in its discretion determine is appropriate to fulfilling its purposes.

The foregoing Bylaws were adopted by the Board of Directors on the 12th day of December 1990.

Lowell E. Boetger

President

Amended 4-10-97

Amended 4-15-99

Amended 8-23-07

AGENDA SUMMARY SHEET

Agenda Item: Status report - Career Academy Development

Meeting Date: November 3, 2008

Department: Educational Services

Title and Brief Description: Career Academy Development Status Report

Action Desired: Information Only

Background: In support of the district strategic plan, one career academy will open at each high school in the fall of 2009. Millard North will host a Finance Academy; Millard South, an Entrepreneurship Academy; and Millard West, an Education Academy. This report summarizes planning progress on the academies.

Recommendations: Receive the report

Strategic Plan Reference: Strategy 8 in 2004 Strategic Plan

Responsible Persons: Dr. Mark Feldhausen, Nancy Johnston, and Barb Waller

Superintendent's Signature: _____

Career Academy Development Progress Report

Summary:

The district will open career academies at Millard North, Millard South, and Millard West in the fall of 2009. Millard North will host a Finance Academy; Millard South, an Entrepreneurship Academy; and Millard West, an Education Academy. The following information highlights progress on academy development to date:

- A sequence of dual enrollment courses has been identified for each academy.
 - Students will earn 40 credits per year toward high school graduation while also earning college credit at Metropolitan Community College (MCC) and University of Nebraska Omaha (UNO).
 - Each academy will include dual enrollment courses with MCC and UNO. This will allow the students to complete more college credit at a lower tuition rate than if only one institution is included.
 - Most MCC courses will transfer to UNO and will appear on the UNO transcript upon enrollment at UNO.
 - The course sequence for each academy is attached.
 - Dual enrollment credits for each academy are documented on the following table.

Academy	Dual Enrollment Credits earned at MCC	Dual Enrollment Credits earned at UNO	MCC Credits that will transfer to UNO	Total Potential UNO Credits
Education Academy	28.5	9	18	27
Entrepreneurship Academy	52.5	6	30	36
Finance Academy	52.5	6 (6 additional pending)	15	21-27

- Each academy will include internship experiences.
- Tuition for dual enrollment courses will be reduced by MCC and UNO.
- Students will attend their home school half of each day and will travel to the academy for the remaining half.
- All 2009-2010 juniors may apply for any of the academies, regardless of their school assignment.
- 2009-2010 seniors will be accepted if space is available because the academies are two-year programs.
- An application and interview process will be used to select students for the academies.
- Course descriptions for each academy sequence will be included in the 2009-2010 MPS High School Curriculum Handbook and Registration Guide.

Future Work:

Additional decisions to support academy development will be made prior to implementation.

These include:

- Schedules and transportation plans will be finalized.
- Support for tuition scholarships will be sought.
- Staff training on academy opportunities will be provided to prepare for advisement and registration activities.
- Promotional materials will be distributed to students, parents and staff.
- Decisions on number of academy sections are pending enrollment.

MILLARD CAREER ACADEMIES

Education Academy Course Sequence			
Year One		Year Two	
<u>Semester One</u> (Terms 1 & 2)	<u>Semester Two</u> (Terms 3 & 4)	<u>Semester One</u> (Terms 1 & 2)	<u>Semester Two</u> (Terms 3 & 4)
English 11	Research Methods	Behavior Modification and Principles of Learning	Professional Speaking
English 11	Introduction to Professional Education	Introduction to Communication Disorders	Education Seminar II
Child Development	World Religions	Advanced Placement [®] Psychology	Education Seminar III
Child Development Practicum	Education Seminar I	Best Practices in Education	Practicum

Entrepreneurship Academy Course Sequence			
Year One		Year Two	
<u>Semester One</u> (Terms 1 & 2)	<u>Semester Two</u> (Terms 3 & 4)	<u>Semester One</u> (Terms 1 & 2)	<u>Semester Two</u> (Terms 3 & 4)
College Accounting I	College Accounting I	College Accounting II	College Accounting II
Principles of Management	Business Law	Marketing for the Entrepreneur	Advanced Placement [®] Macroeconomics
Introduction to Entrepreneurship	Entrepreneurship Feasibility Study	Legal Issues for the Entrepreneur	Entrepreneurship Business Plan
Personal Finance	Advanced Placement [®] Microeconomics	Internship	Internship

Finance Academy Course Sequence			
Year One		Year Two	
<u>Semester One</u> (Terms 1 & 2)	<u>Semester Two</u> (Terms 3 & 4)	<u>Semester One</u> (Terms 1 & 2)	<u>Semester Two</u> (Terms 3 & 4)
College Accounting I	College Accounting I	College Accounting II	College Accounting II
Personal Finance	Introduction to the Financial Services Industry	Business Law	Advanced Placement [®] Macroeconomics
Business Math with Financial Calculator Applications	Advanced Placement [®] Microeconomics	Fundamentals of Financial Planning	International Finance
Principles of Management	Introduction to Investments	Finance Seminar and Internship	Finance Seminar and Internship

EDUCATION ACADEMY						
			Dual Enrollment Credit			
		Millard Credit	Metropolitan Community College	University of Nebraska at Omaha	MCC Courses Transfer to UNO	UNO Course
Year 1 Semester 1	English 11	10	4.5		Yes	English Composition I
	Child Development	5	4.5		Yes	Introduction to Early Childhood Education
	Child Development Pre-practicum	5	1.5		Yes	Introduction to Early Childhood Education
		20	10.5	0		
Year 1 Semester 2	Research Methods	5	4.5		Yes	English Composition II
	Intro. To Professional Education	5		3		Introduction to Professional Education
	World Religions	5	4.5		Yes	Introduction to World Religions
	Education Seminar I	5				
		20	9.0	3		
Year 2 Semester 1	Behavior Modification and Principles of Learning	5	4.5		Yes	Education Elective
	Intro. To Communication Disorders	5		3		Introduction to Communication Disorders
	AP Psychology	5		3		Introduction to Psychology
	Best Practices in Education	5				
		20	4.5	6		
Year 2 Semester 2	Professional Speaking	5	4.5		Yes	Public Speaking Fundamentals
	Education Seminar II	5			No	
	Education Seminar III	5			No	
	Practicum	5			No	
		20	4.5	0		
		80	28.5	9	27 UNO Credits	

ENTREPRENEURSHIP ACADEMY						
		Millard Credit	Dual Enrollment Credit		MCC Courses Transfer to UNO	UNO Course
			Metropolitan Community College	University of Nebraska at Omaha		
Year 1 Semester 1	College Accounting I	5	6		Yes	Principles of Accounting I
	Personal Finance	5	4.5		Yes	Principles of Financial Management
	Principles of Management	5	4.5		Yes	Introduction to Business Management
	Introduction to Entrepreneurship	5	4.5		Yes	Introduction to Entrepreneurship
		20	19.5	0		
Year 1 Semester 2	College Accounting I	5				Principles of Accounting I
	Business Law	5	4.5		Yes	Introduction to Business Law & Ethics
	AP Microeconomics	5		3		Principles of Economics (Micro)
	Entrepreneurship Feasibility Study	5	4.5		Yes	Business Elective
		20	9	3		
Year 2 Semester 1	College Accounting II	5	6		Yes	Principles of Accounting II
	Legal Issues for the Entrepreneur	5	4.5		Yes	Business Elective
	Marketing for the Entrepreneur	5	4.5		Yes	Business Elective
	Internship	5			No	
		20	15	0		
Year 2 Semester 2	College Accounting II	5				Principles of Accounting II
	AP Macroeconomics	5		3	Yes	Principles of Economics (Macro)
	Entrepreneurship Business Plan	5	4.5		Yes	Business Elective
	Internship	5	4.5		No	
		20	9	3		
		80	52.5	6	36 UNO Credits	

FINANCE ACADEMY						
			Dual Enrollment Credit			
		Millard Credit	Metropolitan Community College	University of Nebraska at Omaha	MCC Courses Transfer to UNO	UNO Course
Year 1 Semester 1	College Accounting I	5	6		Yes	Principles of Accounting I
	Wealth Building and Personal Finance	5	4.5		Pending	Principles of Financial Management
	Financial Calculator Applications/Business Math	5	4.5		No	
	Introduction to Financial Services Industry	5	4.5		Pending	Business Elective
	Total	20	19.5	0		
Year 1 Semester 2	College Accounting I	5			Yes	Principles of Accounting I
	Business Management	5	4.5		Pending	Introduction to Business Management
	AP Microeconomics	5		3		Principles of Economics (Micro)
	Introduction to Investments	5	4.5		Pending	Business Elective
	Total	20	9	3		
Year 2 Semester 1	College Accounting II	5	6		Yes	Principles of Accounting II
	Business Law	5	4.5		Yes	Principles of Accounting II
	Fundamentals of Financial Planning	5	4.5		Yes	Introduction to Business Law & Ethics
	Seminar & Internship	5			No	
	Total	20	15	0		
Year 2 Semester 2	College Accounting II	5			Yes	Principles of Accounting II
	AP Macroeconomics	5		3		Principles of Economics (Macro)
	International Finance	5	4.5		Pending	Business Elective
	Internship	5	4.5		No	
	Total	20	9	3		
		80	52.5	6	21-27 UNO Credits	