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 21, 2005, at Don Stroh Administrative Center 5606 South 147th Street.

Dated this 21st day of November, 2005.

Julie A. Johnson - President

Brad Burwell – Vice President

Linda Poole - Secretary

BOARD OF EDUCATION MEETING – NOVEMBER 21, 2005

NAME:	***REPRESENTING:***
Dawn Hawley	Millard South
Tanya Kovesnikova	Millard S.
Reyna Hernandez	Millard South.
Melina Alic	Millard South
Jason Magill	Millard South
Emily Kenney	Millard South
Aaron Bass	millard south
Kelly Straminger	millard south
Adaliz Garcia	millard South
Alex Good	Millard North
James Bednar	millard South
Brooke Olson	Millard West
[illegible]	[illegible]

BOARD OF EDUCATION MEETING – NOVEMBER 21, 2005

NAME:	***REPRESENTING:***
Jessica Lund	Millard South
Danyelle Aegerter	Millard South
Lindsay Colton	Millard South
[redacted]	
Billy Hunt	MW
Matthew Rybensky	Millard South
Mandy Jorgensen	Millard West
Laura Lundblad	Millard South
[redacted]	

BOARD OF EDUCATION MEETING – NOVEMBER 21, 2005

NAME:	***REPRESENTING:***
Nate Rafferty	
Whitney Nielsen	MS
Lindsay Thomsen	MN
Sam Mayorga	S.A.C.
[illegible]	MS
Dan Thulen	MS
Susan [illegible]	Sandoz
Lauren Wallis	MW
Alia Anzai	MW
Heather Pfeifer	MW
[illegible]	[illegible]
[redacted]	
Colby Hart	MW
[illegible]	[illegible]

BOARD OF EDUCATION MEETING – NOVEMBER 21, 2005

NAME:	***REPRESENTING:***
Kendra Jenkins	MS
Nick Kurcz	MS
Josh Napier	MS
Derek Hill	MS
Courtney Fetherkile	MS
Lauren Smith	MS

BOARD OF EDUCATION MEETING

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NOVEMBER 21, 2005

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

REGULAR MEETING
7:00 P.M.

STROH ADMINISTRATION CENTER
5606 SOUTH 147th STREET
NOVEMBER 21, 2005

6:45 P.M. – Public Hearing – Land Acquisition

AGENDA

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Public Comments on agenda items – This is the proper time for public questions and comments on agenda items only. Please make sure a request form is given to the Board President before the meeting begins.

E. Routine Matters*
1. *Approval of Board of Education Minutes – November 7, 2005
2. *Approval of Bills
3. *Receive the Treasurer's Report and Place on File
4. Summary of Committee of Whole Meeting – November 14, 2005

F. Information Items
1. Showcase: National Merit Semi-Finalist and Commended Students
2. Superintendent's Report
3. Board Comments/Announcement
4. Report from Student Representatives

G. Unfinished Business

H. New Business
1. Reaffirm Policy 6010 - Curriculum, Instruction, and Assessment – Comparability
2. First Reading of Policy 6130 - Curriculum, Instruction, and Assessment – Written Curriculum – Frameworks and Level/Course Guides
3. First Reading of Policy 6203 - Curriculum, Instruction, and Assessment – Taught Curriculum – Lesson (Instructional) Plans
4. First Reading of Policy 6220 - Curriculum, Instruction, and Assessment – Taught Curriculum – Organization of Instruction
5. Approval of A.P. English Language & Composition
6. Approval of Rule 8230.1 – Internal Board Policies – Remuneration and Reimbursement
7. Approval of Millard South Phase II Contract Documents
8. Approval of DSAC Cell Tower Agreement

9. Approval of the Abbott Cell Tower Agreement
10. Approval of Personnel Actions: New Hire, Local Option Substitute Teacher Hire

I. Reports
1. Bond Issue Construction Report
2. Elementary Terra Nova Report
3. Re-Teaching Evaluation Report
4. Alternate Diploma Paths at Millard High Schools
5. United Way Report
6. Personnel Report

J. Future Agenda Items/Board Calendar
1. Board of Education Meeting on Monday, December 5, 2005 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
2. Committee of the Whole Meeting on Monday, December 12, 2005 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
3. Board of Education Meeting on Monday, December 19, 2005 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
4. Board of Education Meeting on Monday, January 9, 2006 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
5. Committee of the Whole Meeting on Monday, January 16, 2006 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
6. Board of Education Meeting on Monday, January 23, 2006 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street

K. ol

BOARD OF EDUCATION

H.5. Motion by _____, seconded by _____ to approve adding the Advanced Placement English Language and Composition Course. (See enclosure.)

H.6. Motion by _____, seconded by _____ to approve Rule 8230.1 – Internal Board Policies – Remuneration and Reimbursement. (See enclosure.)

H.7. Motion by _____, seconded by _____ that approval be given to the contract documents for the MSHS Phase II project. (See enclosure.)

H.8. Motion by _____, seconded by _____ that the Option and Lease Agreement between the District and Cingular Wireless related to a cell tower at DSAC be approved as presented. (See enclosure.)

H.9 Motion by _____, seconded by _____ that the Option and Lease Agreement between the District and Cingular Wireless related to a cell tower at Abbott Elementary School be approved as presented. (See enclosure.)

H.10. Motion by _____, seconded by _____, to approve Personnel Actions: New Hire and Local Option Substitute Teacher for Hire. (See enclosure.)

I. Reports
1. Bond Issue Construction Report
2. Elementary Terra Nova Report
3. Re-Testing Evaluation Report
4. Alternate Diploma Paths at Millard High Schools
5. United Way Report
6. Personnel Report

J. Future Agenda Items/Board Calendar
1. Board of Education Meeting on Monday, December 5, 2005 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street

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.

PUBLIC HEARING - HIGH SCHOOL SITE
NOVEMBER 21, 2005

1. This is the public hearing regarding the acquisition of private property by the Millard Public School District, for a proposed High School building site. The private real property to be acquired is 47.176 acres, more or less, of land owned by Stender Limited Partnership, c/o Kuehl Brothers. Notice of this hearing was published once, at least 10 days prior to today's date (publication date was November 9, 2005) in the Daily Record, a legal newspaper published in and of general circulation in Douglas County, Nebraska. Notice of this public hearing was also provided to each owner or known person having an interest by United States mail.

2. At this time I would ask that Dr. John Crawford, on behalf of the Millard Public School District, address the Board, to explain and discuss:

   a. The nature of the proposed high school project;
   b. The necessity for the proposed high school project; (due to the increased population growth near the subject property and anticipated increase in the number of school age children, an additional high school is necessary to meet the growing demands in the property area.)
   c. The reasons for selecting the proposed location of the high school; (the property location was selected based upon the proximity to the area of increasing student population.) and
   d. The quantity of land needed to complete the high school project. (All of the property to be acquired shall be for the public purpose and the compensation to be given for the subject property shall be fair market value.)

   (Dr. Crawford addresses the above items)

3. Thank you Dr. Crawford. I now request that the District's attorney explain and discuss the following:

   a. The right of each owner to be represented by an attorney during the purchase negotiations;
   b. The right of each owner to negotiate and accept or reject the offer of damages, which will be sustained by the acquisition;
   c. The right of each owner to require that such damages be determined pursuant to the procedures for acquiring real property by eminent domain; and
   d. That the interest to be acquired in the real property will be in fee simple absolute interest.

4. (After the District's attorney has completed the presentation on legal issues) Thank you, now is the time for comments and objections by any person in attendance at this meeting. I would ask that people try to keep their comments to 3 minutes or less.

5. (After all persons present have had the opportunity to address the Board). There being no further comments, is there a Motion to proceed to acquire the subject property through the powers of eminent domain? (Motion made, seconded, and passed) There being no other business, the Public hearing can be adjourned, upon motion, second and passage of the adjournment motion.

On the Agenda for the Board of Education Meeting should be an item as follows:

"Acquisition of private real property for public use for a proposed high school site."

At the meeting, there should be a Motion made as follows:

"Motion to proceed to acquire private real property for public use for a proposed high school site, generally located in the East One-Half (E ½) of the Northwest Quarter (NW 1/4) of Section 12, Township 14 North, Range 10, East of the 6th P.M., in Douglas County, Nebraska."

The motion should be seconded and passed.

Enclosure E.1
November 21, 2005

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. This meeting was convened in open public session at 7:00 p.m., Monday, November 7, 2005, at the Don Stroh Administration Center, 5606 South 147th Street.

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

ABSENT: Jean Stothert

Notice of this meeting was given in advance thereof by publication in the Daily Record on November 4, 2005; 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. Julie Johnson called the meeting to order and asked everyone to say the Pledge of Allegiance.

Roll call was taken and members present were: Julie Johnson, Mike Pate, Jean Stothert, Brad Burwell, and Linda Poole. Dr. Johnson informed the other members that Stothert was out of town. Mike Kennedy was expected to come a little late.

Motion by Brad Burwell, seconded by Linda Poole to excuse Jean Stothert from the meeting. Upon roll call vote, all members voted aye. Motion carried.

Motion by Linda Poole, seconded by Brad Burwell to approve the Board of Education Minutes of October 17, to approve the bills, and to receive the Treasurer's Report and place on file. Upon roll call vote, all members voted aye. Motion carried.

The Employees for the Month of November were Nicole Chudomelka, information specialist at Black Elk Elementary, and Cindy Wrenn, secretary at Abbott Elementary.

Superintendent's Report:

1. The football playoffs games are underway at Buell Stadium. The games began today at 1:00 p.m. with another at 4:30 and the last one will be at 8:00 p.m.

2. The digital process for the school board meetings continue. There are some problems downloading at home and some of the pages are a little fuzzy, but we are continuing to work to correct the problems.

3. ConnectED is up and running. Several building have used it, and there will be further discussion at a meeting tomorrow to make sure that it is not overused, and that it is used for the things that were set forth from the start. There have been many compliments about the service.

4. Today the survey was released 'One City One School District', which is similar to the one done in June. This survey shows that the Millard Community feel the district is going in the right direction. The survey shows that over 94% of the community is aware of the issues, and is not in favor of the 'One City One School District' plan. They believe that providing extended option enrollment is providing many sources for all the kids in the city is a worthy option.

5. There was the addit

Board of Education Minutes
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Motion by Brad Burwell, seconded by Linda Poole to approve the NASB Standing Positions and Legislative Resolutions. Upon roll call vote, all members voted aye. Motion carried.

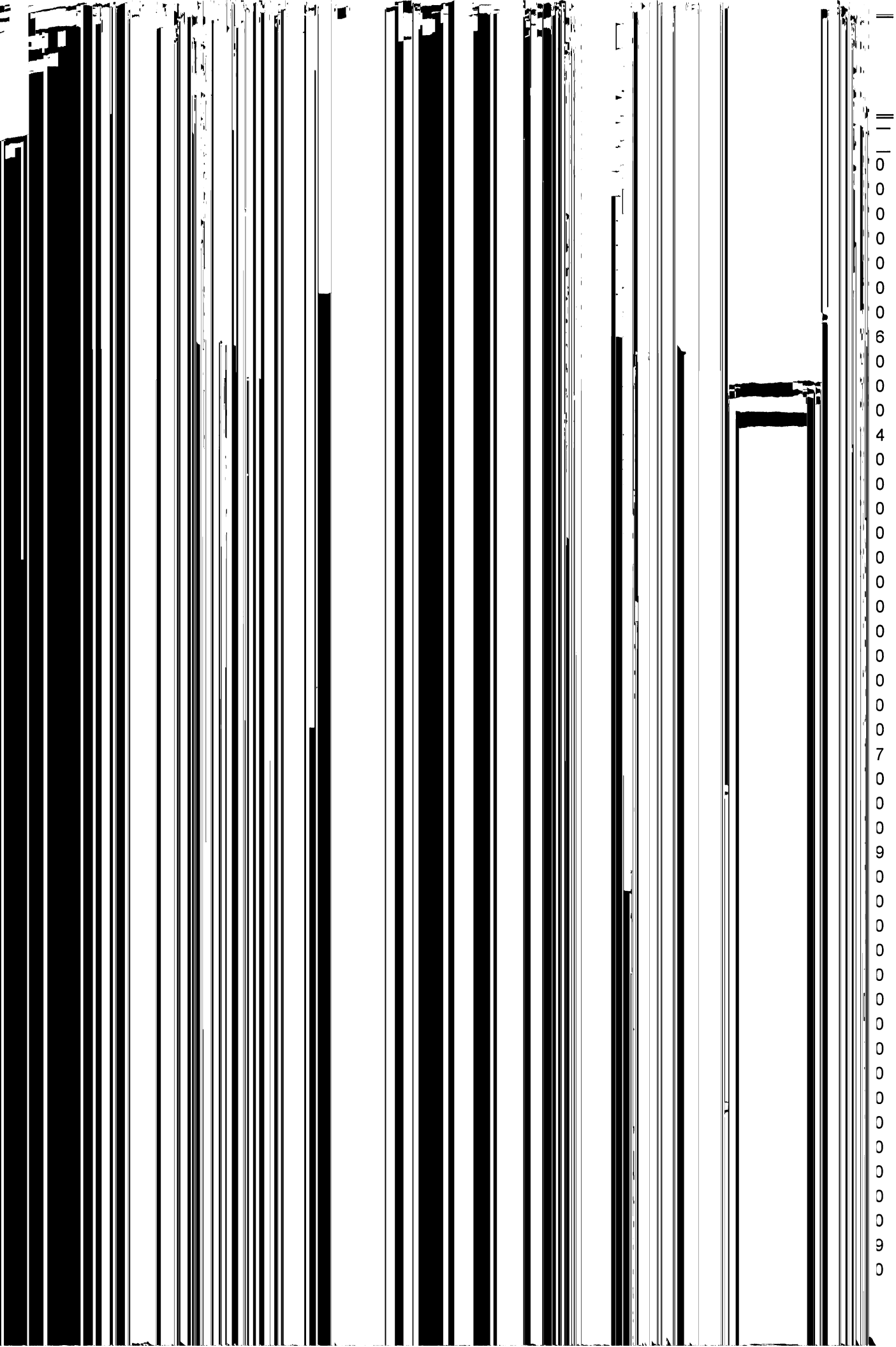
Motion by Brad Burwell, seconded by Linda Poole to approve Personnel Action: Resignation Shari Luebbe. Upon roll call vote, all members voted aye. Motion carried.

Reports included an Enrollment Report, the Foundation Report, and the IB Evaluation.

Future Agenda Items/Board Calendar: A Committee of the Whole Meeting will be held on Monday, November 14, 2005 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. The Nebraska Association of School Board's State Education Conference will be held on November 16-18, 2005 at the Holiday Inn Central. A Board of Education Meeting will be held on Monday, November 21, 2005 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting will be held on Monday, December 5, 2005 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, December 12, 2005 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting will be held on Monday, December 19, 2005 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street.

Julie Johnson adjourned the meeting.

_____
SECRETARY



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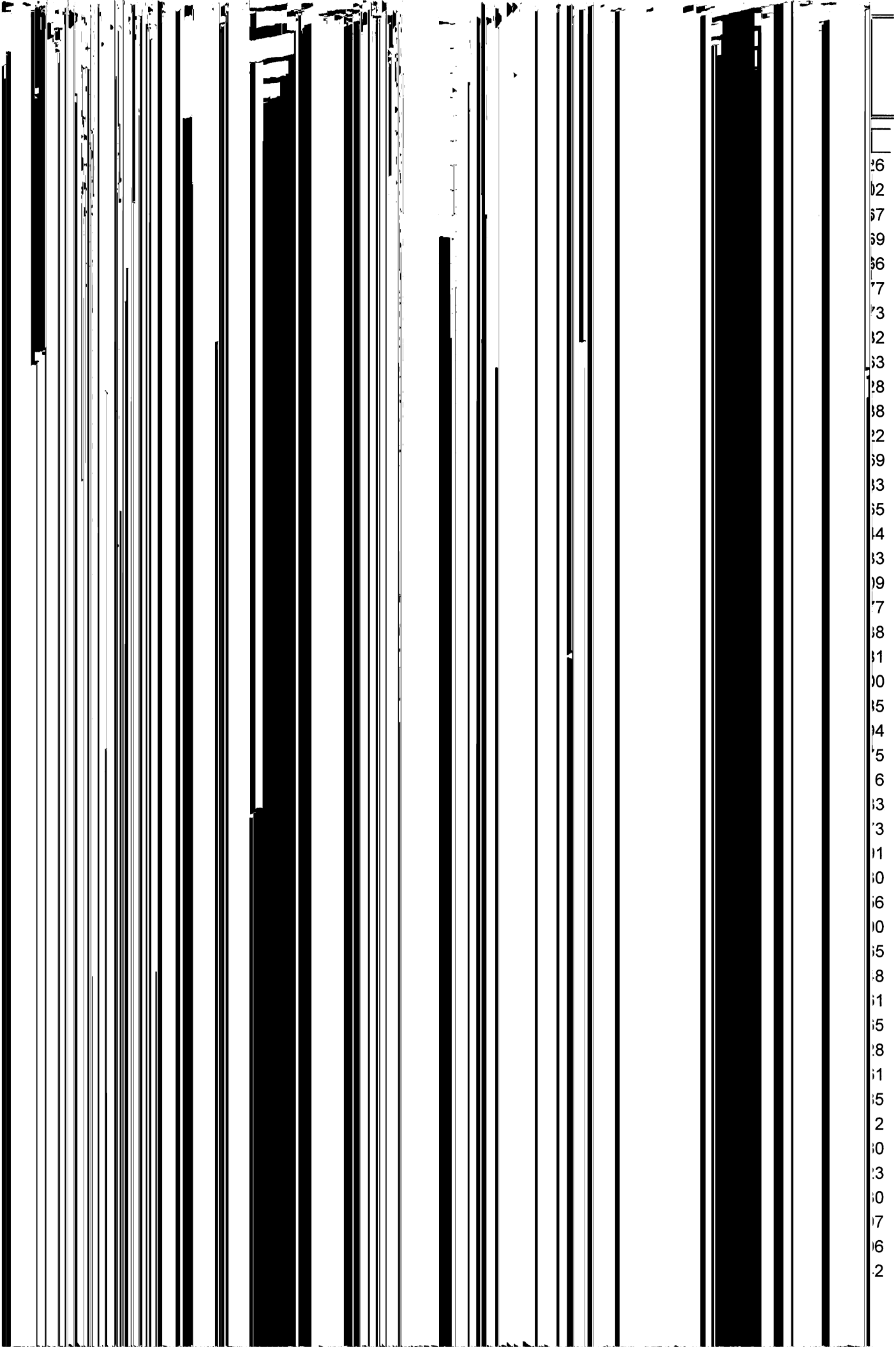

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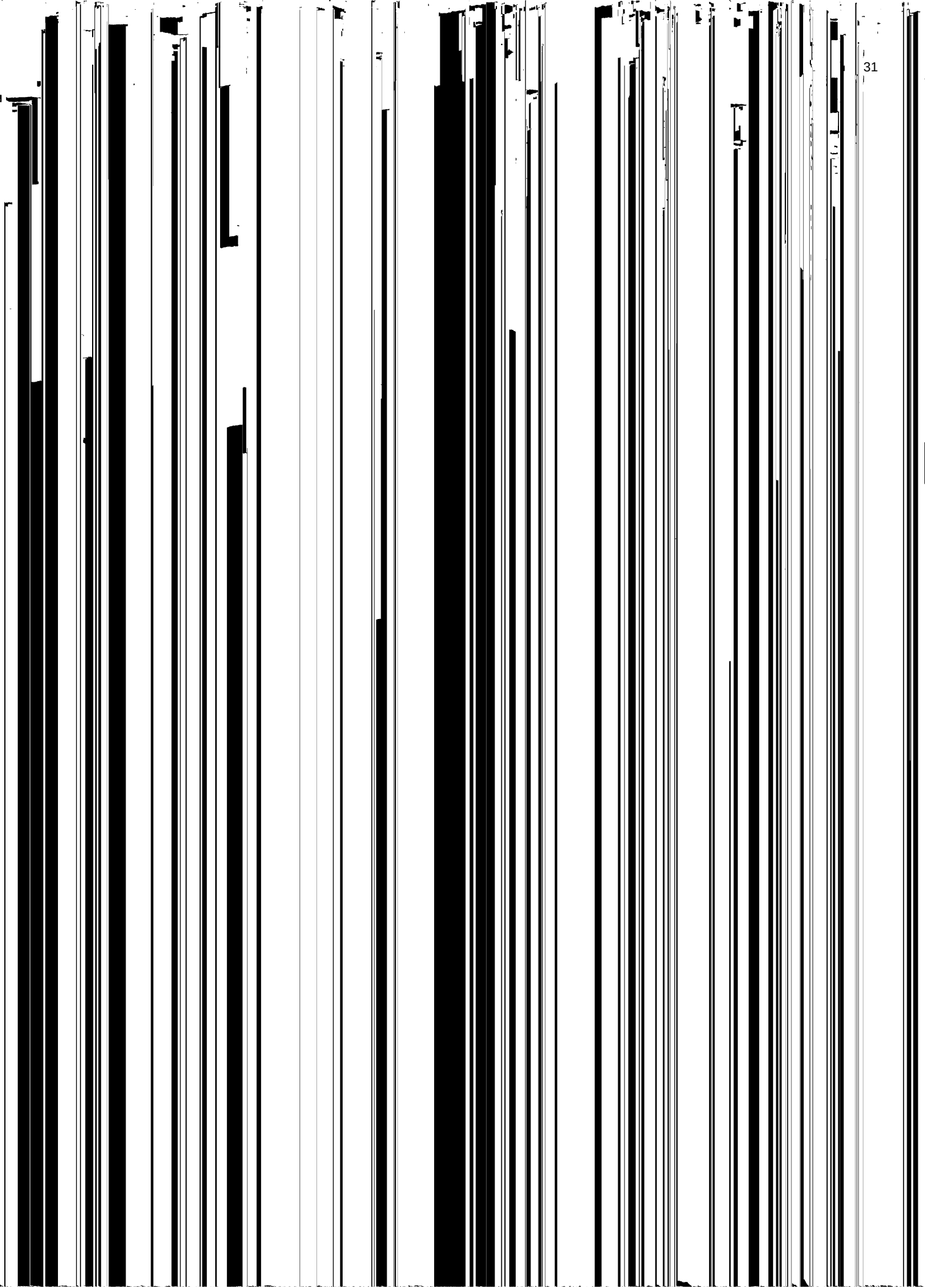
Current Cash Balance Report

Arranged by:
Group ID and Activity Number

10/2005

	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Report Totals:	0.00	0.00	0.00	0.00	0.00



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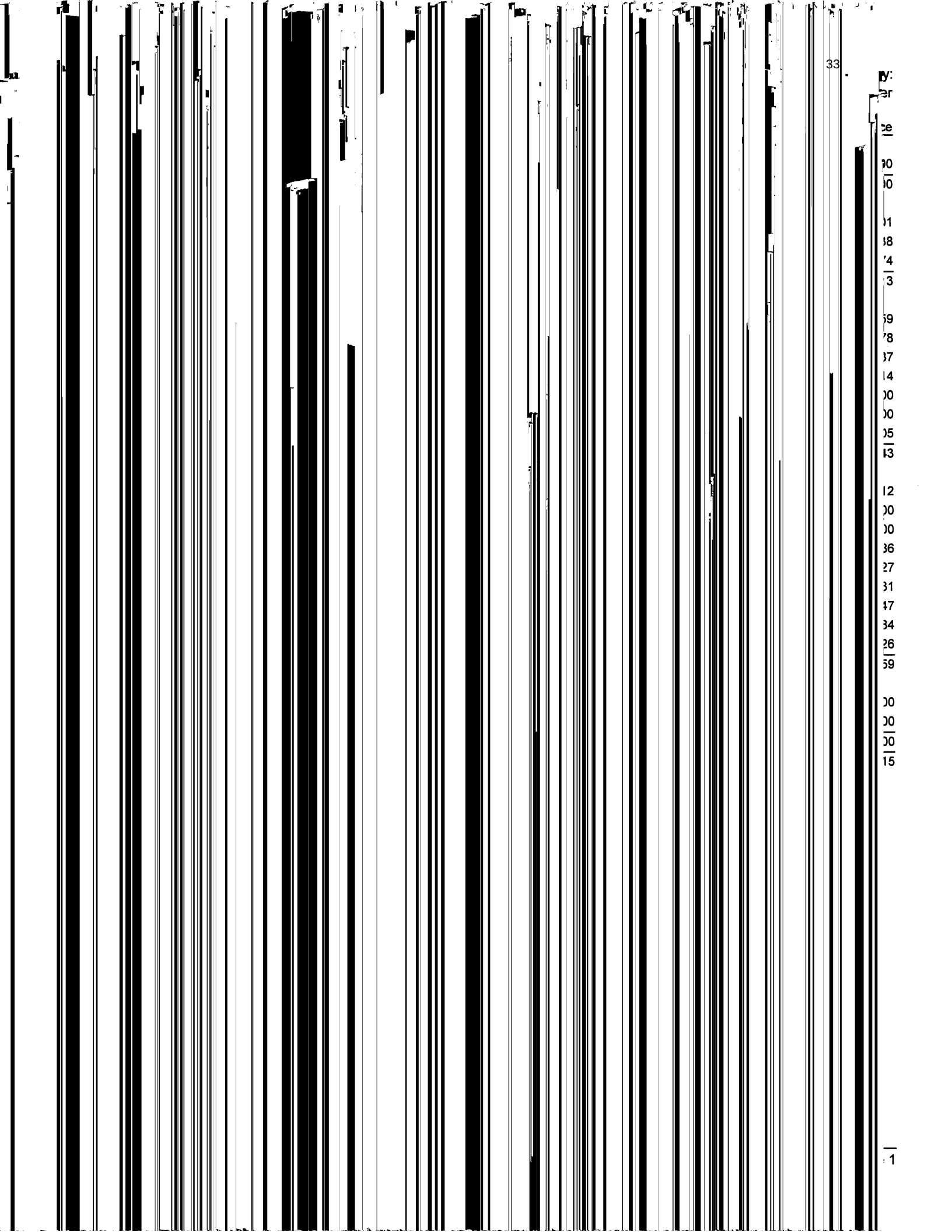

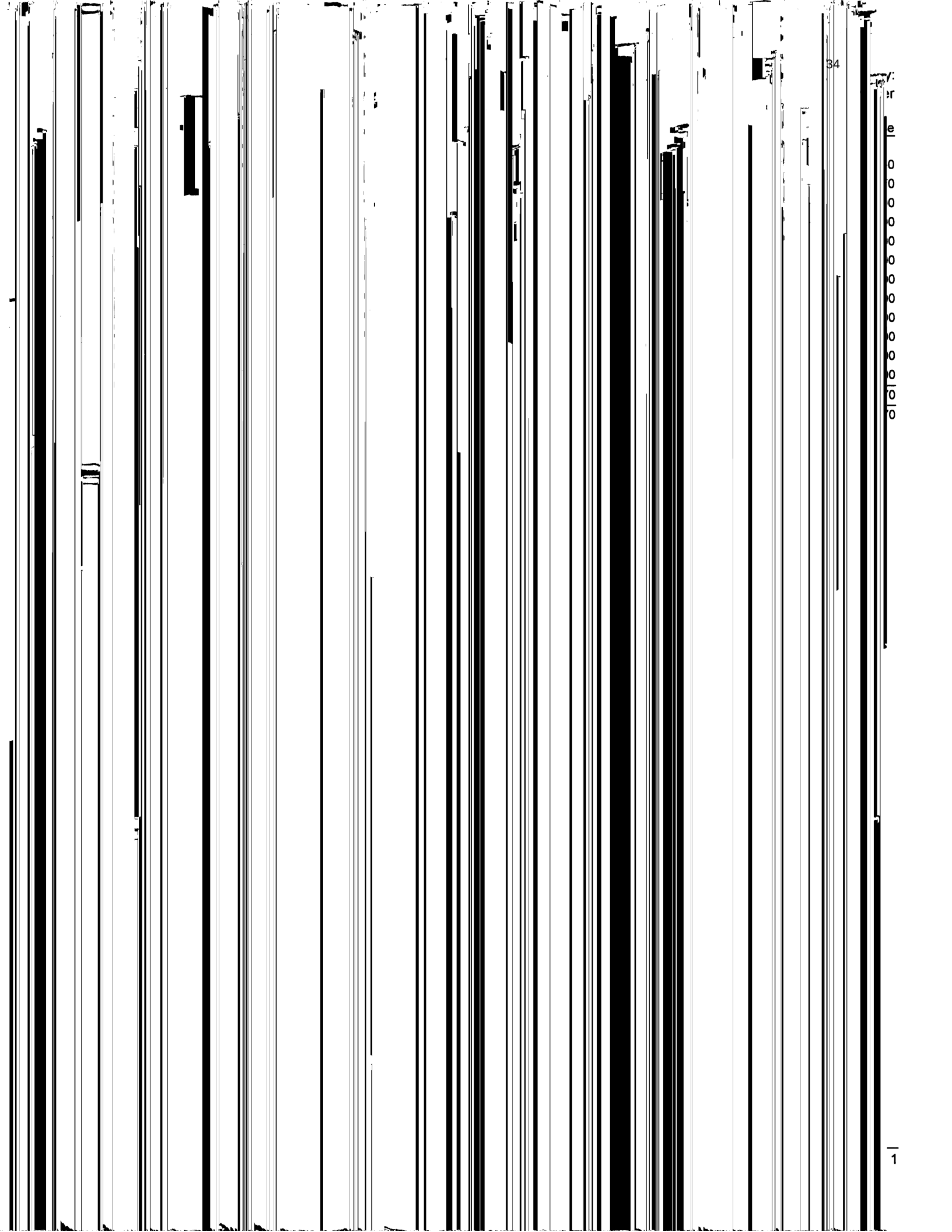

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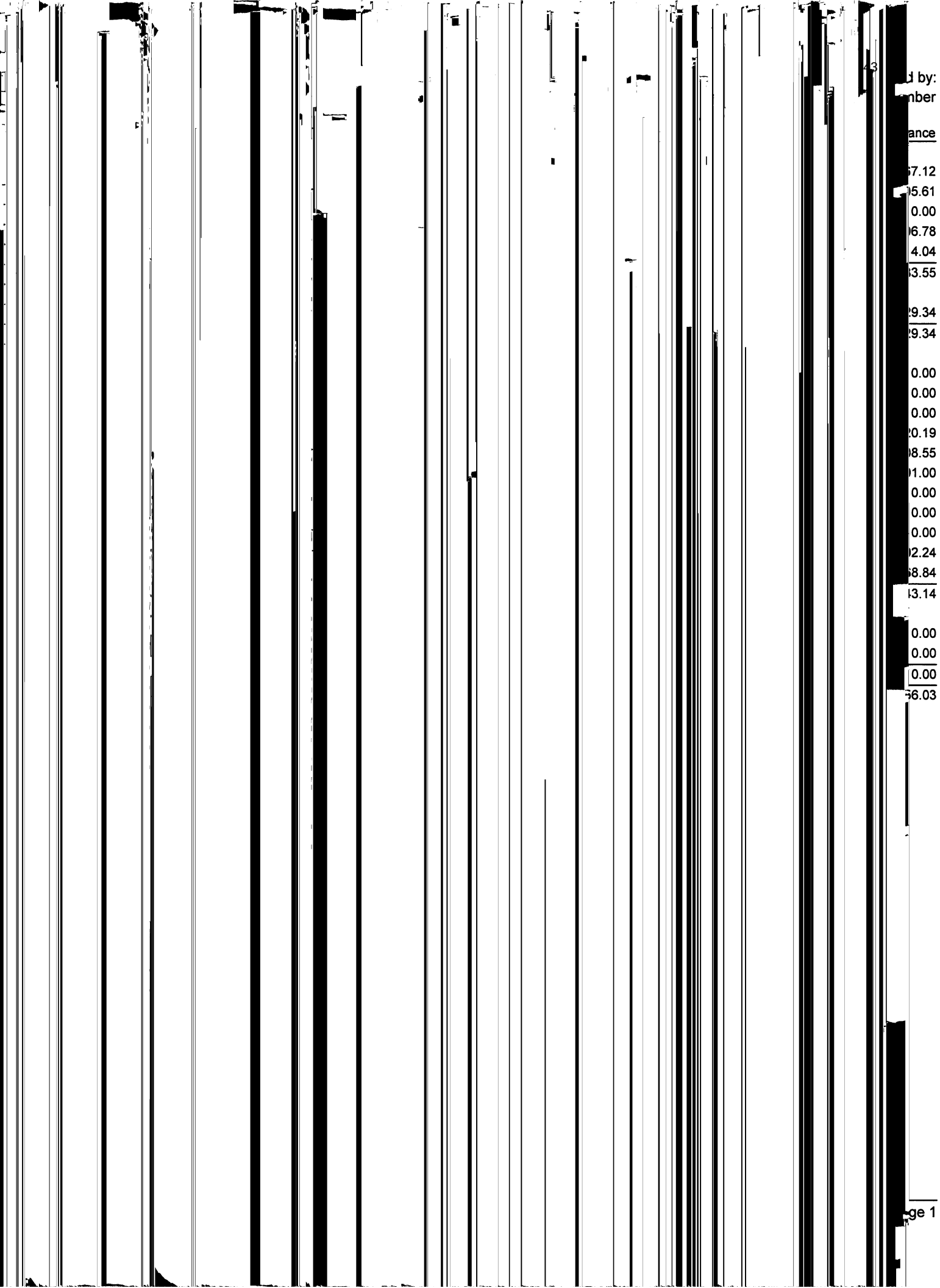


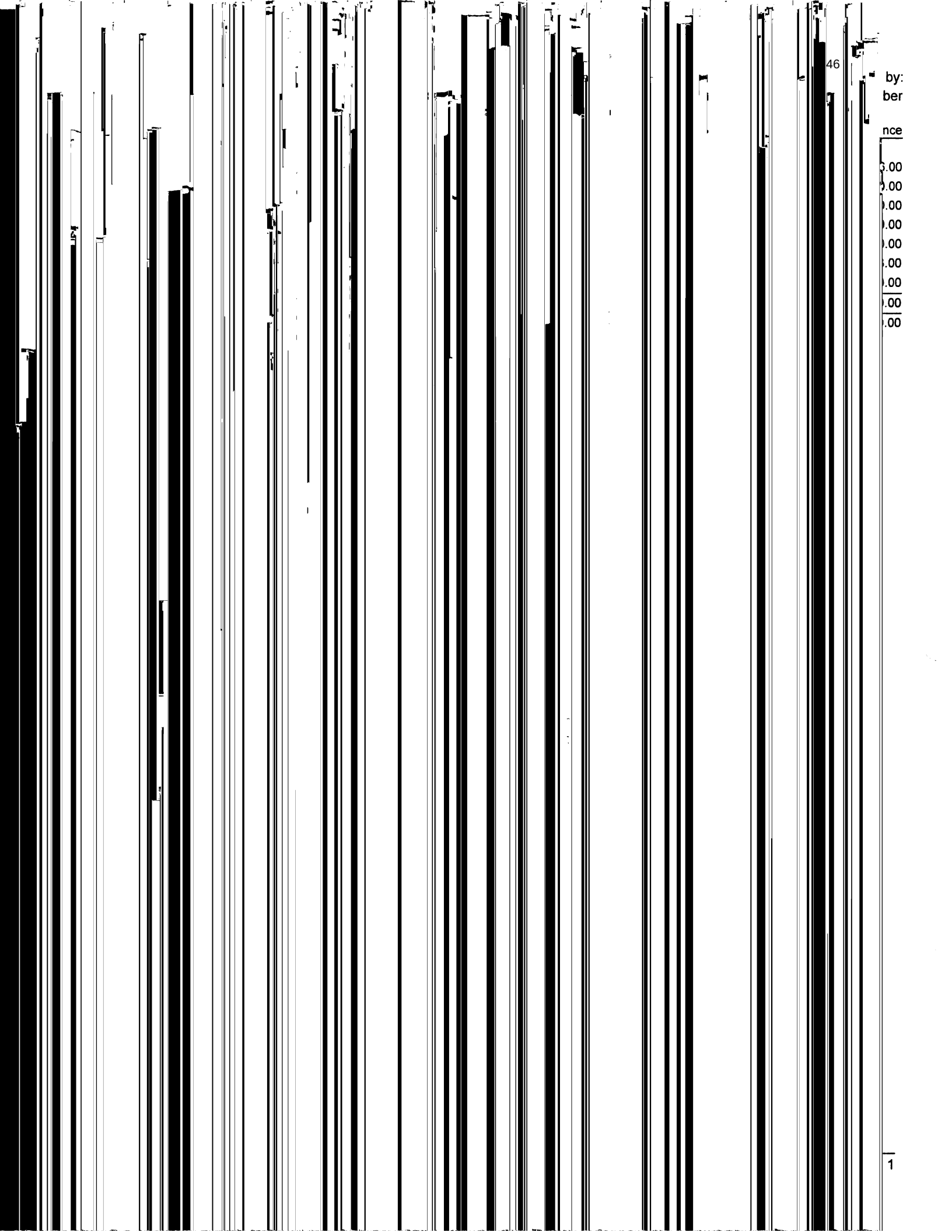
ALL Data

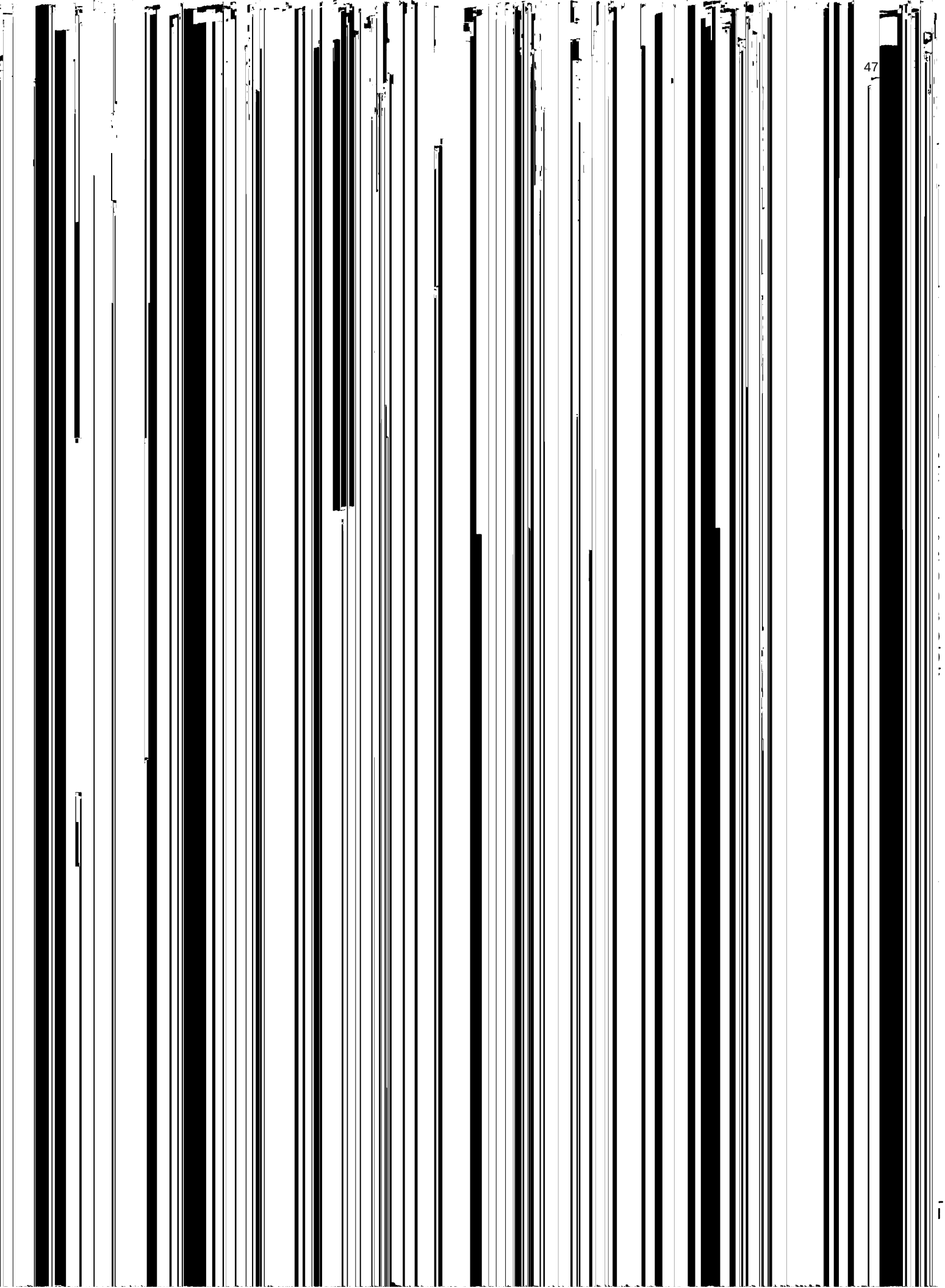
Current Cash Balance Report

Arranged by:
Group ID and Activity Number

Date: 09/01/2005 thru 09/30/2005

Activity Number and Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
A EXTRA CURRICULAR ACTIVITIES					
1000 KDG FIELD TRIP	94.00	0.00	0.00	0.00	94.00
1010 1ST GRADE FIELD TRIP	0.00	0.00	0.00	0.00	0.00
1020 2ND GRADE FIELD TRIP	0.00	0.00	0.00	0.00	0.00
1030 3RD GRADE FIELD TRIP	0.00	0.00	0.00	0.00	0.00
1040 4TH GRADE FIELD TRIP	0.00	0.00	0.00	0.00	0.00
1050 5TH GRADE FIELD TRIP	0.00	0.00	0.00	0.00	0.00
A EXTRA CURRICULAR ACTIVITIES Totals:	94.00	0.00	0.00	0.00	94.00
Report Totals:	94.00	0.00	0.00	0.00	94.00





Arranged by:
Group ID and Activity Number

nts	Adjustments	Cash Balance
.00	0.00	0.00
.00	0.00	0.00
.00	0.00	0.00
.00	0.00	0.00
.00	0.00	355.65
.00	0.00	0.00
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.00	0.00	355.65
.00	0.00	355.65

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Arranged by:
Group ID and Activity Number

eceipts	Disbursements	Adjustments	Cash Balance
57.57	33.55	0.00	152.03
799.00	248.17	0.00	4,838.29
6.39	0.00	0.00	636.33
862.96	281.72	0.00	5,626.65
0.00	0.00	0.00	775.95
0.00	0.00	0.00	775.95
0.00	0.00	0.00	0.00
74.90	47.13	0.00	33.63
0.00	0.00	0.00	1,880.55
0.00	0.00	0.00	-11.34
0.00	0.00	0.00	484.28
0.00	1.46	0.00	45.29
0.00	0.00	0.00	941.73
0.00	0.00	0.00	0.00
74.90	48.59	0.00	3,374.14
0.00	0.00	0.00	0.00
0.00	0.00	0.00	2,685.00
0.00	0.00	0.00	2,685.00
937.86	330.31	0.00	12,461.74

Cheryl Grace
11-7-05

Roberta Deremer
11-7-05

Arranged by:
d Activity Number

s	Cash Balance
0	0.00
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0	247.00
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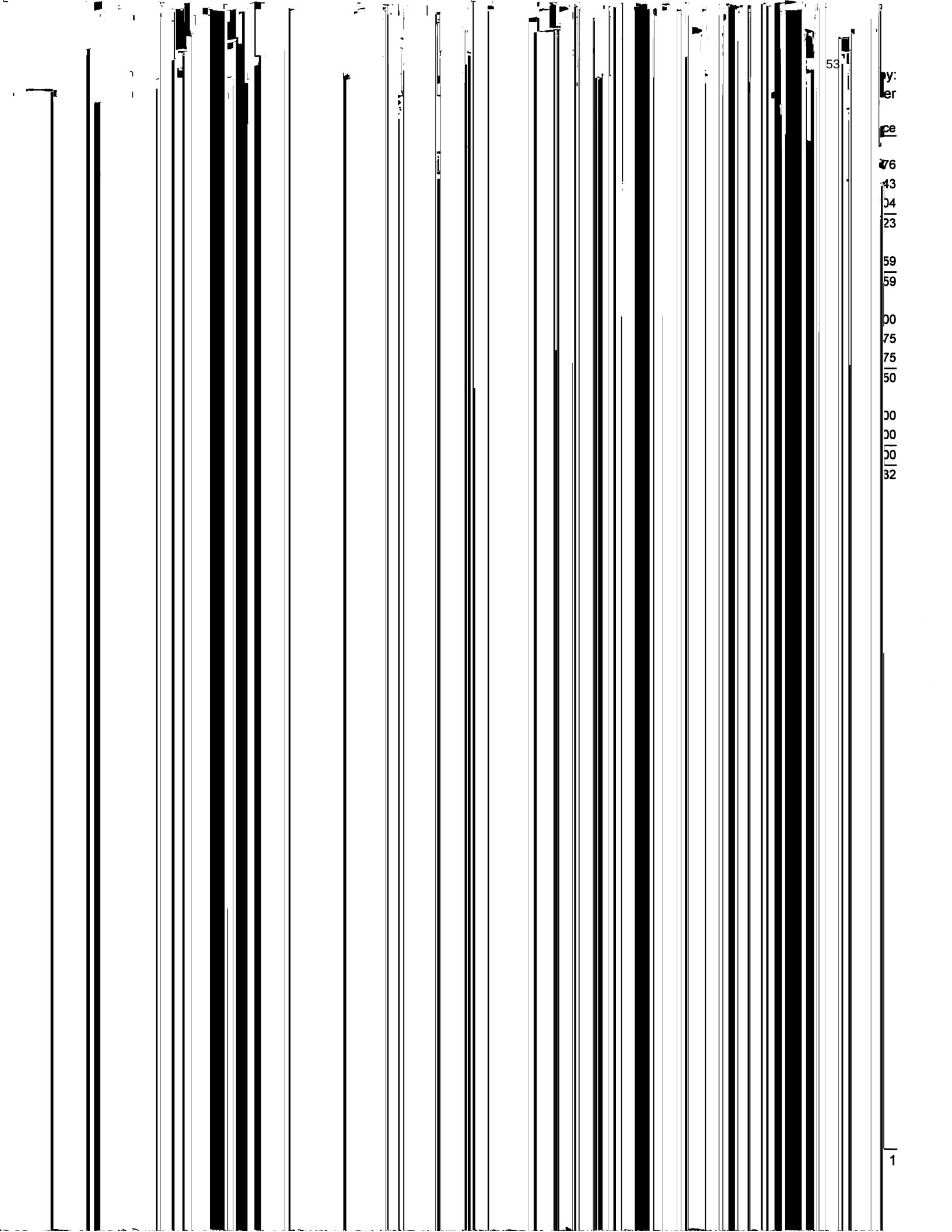

Arranged by:
Group ID and Activity Number

ts	Disbursements	Adjustments	Cash Balance
)0	0.00	0.00	0.00
)0	0.00	0.00	0.00
)0	0.00	0.00	123.90
)0	0.00	0.00	0.00
50	0.00	0.00	229.50
)0	0.00	0.00	257.00
)0	0.00	0.00	0.00
10	0.00	0.00	610.40
10	0.00	0.00	610.40

Arranged by:
d Activity Number

ts	Cash Balance
0	-361.75
0	150.03
0	0.00
0	63.89
0	-147.83
0	179.28
0	1.84
0	181.12
0	582.56
0	1,731.64
0	0.00
0	1,629.43
0	1,622.41
0	0.00
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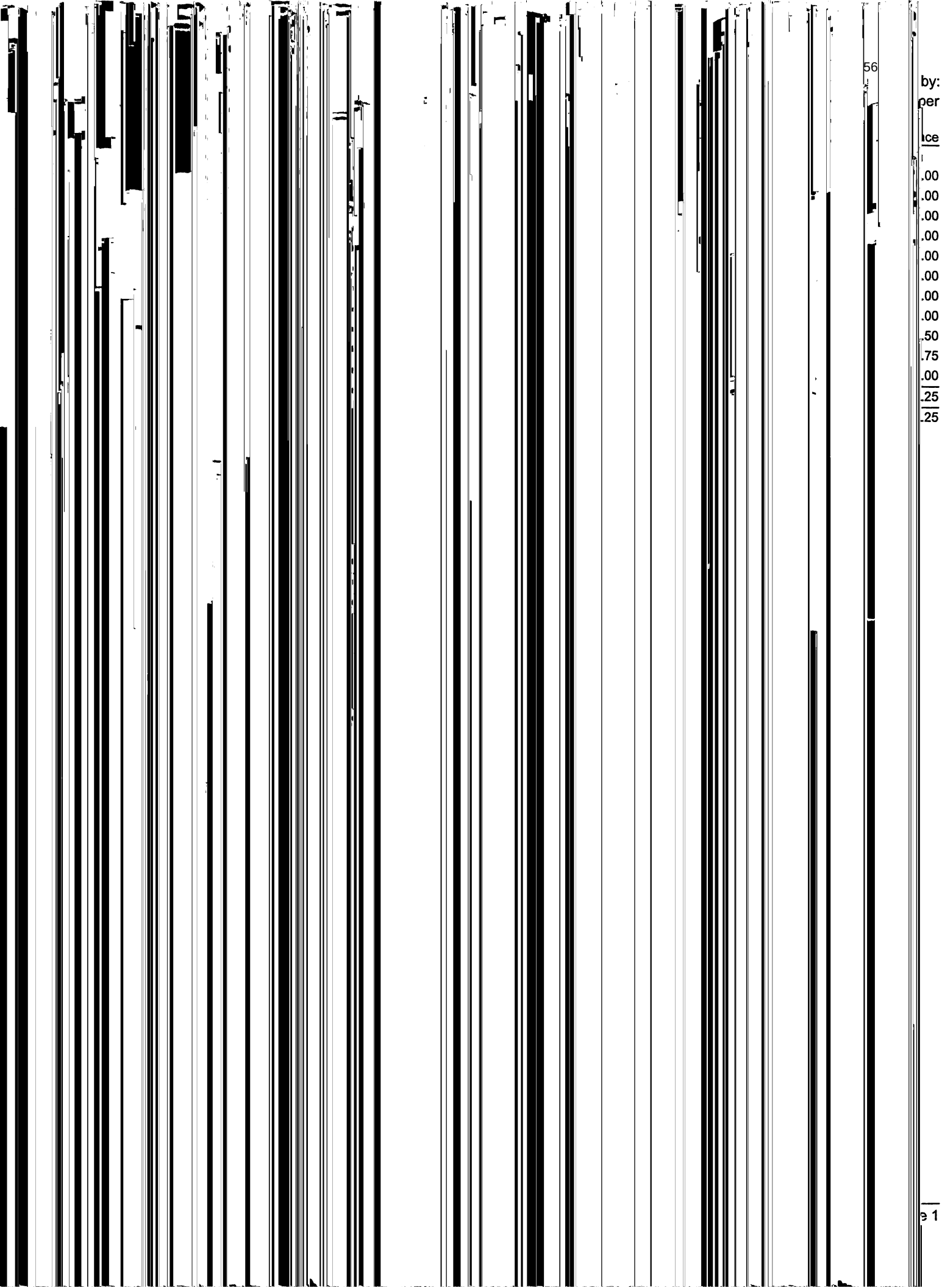

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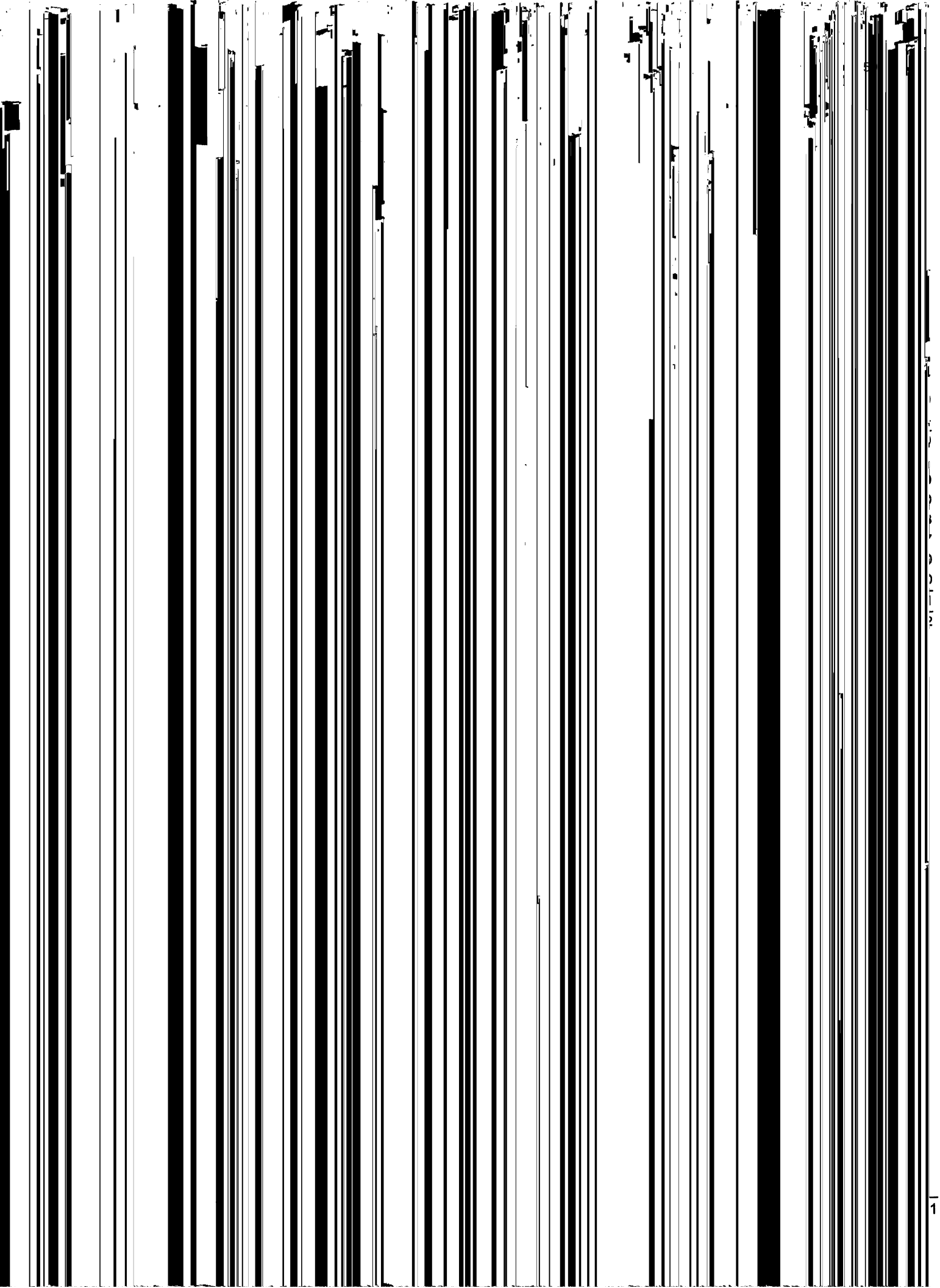

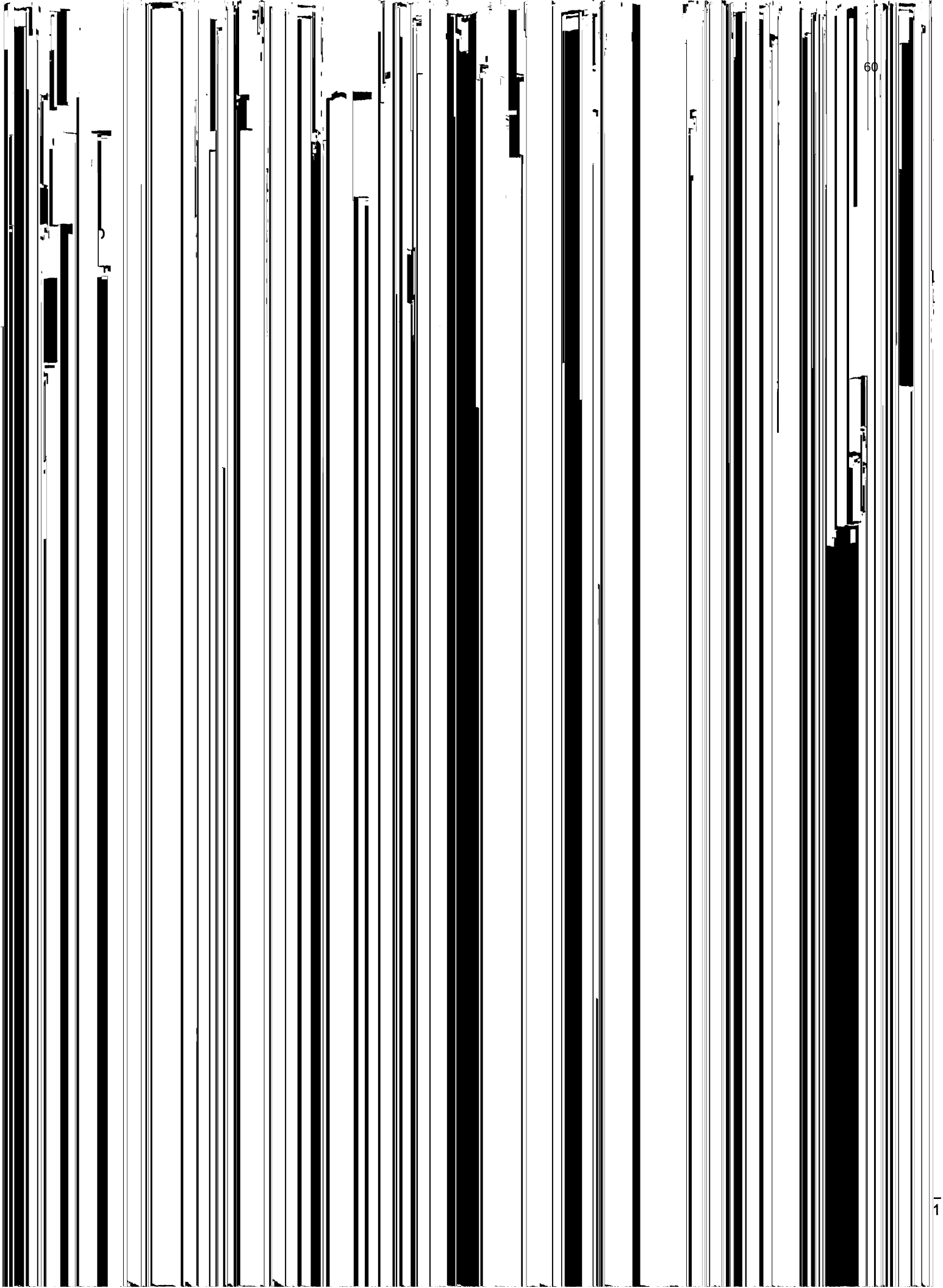

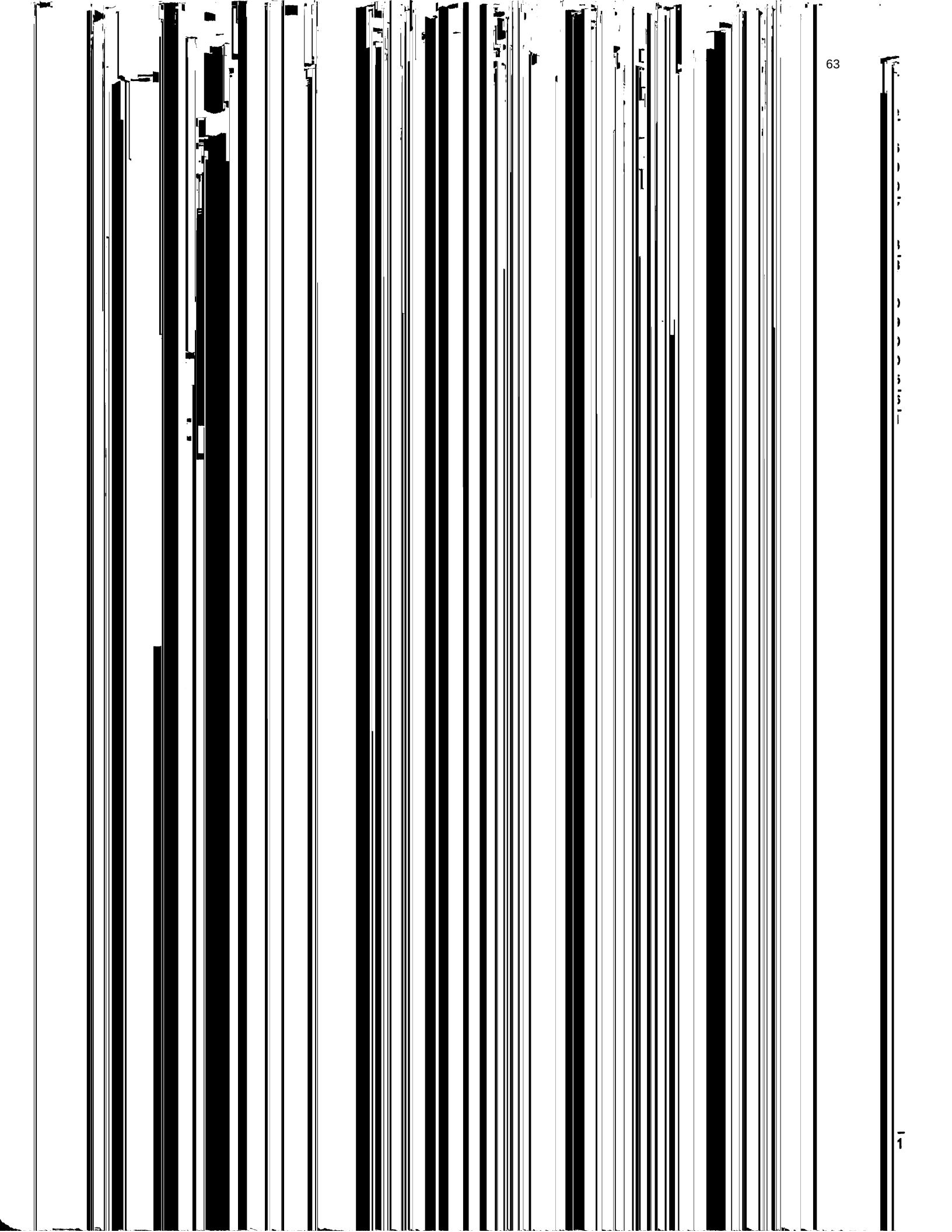

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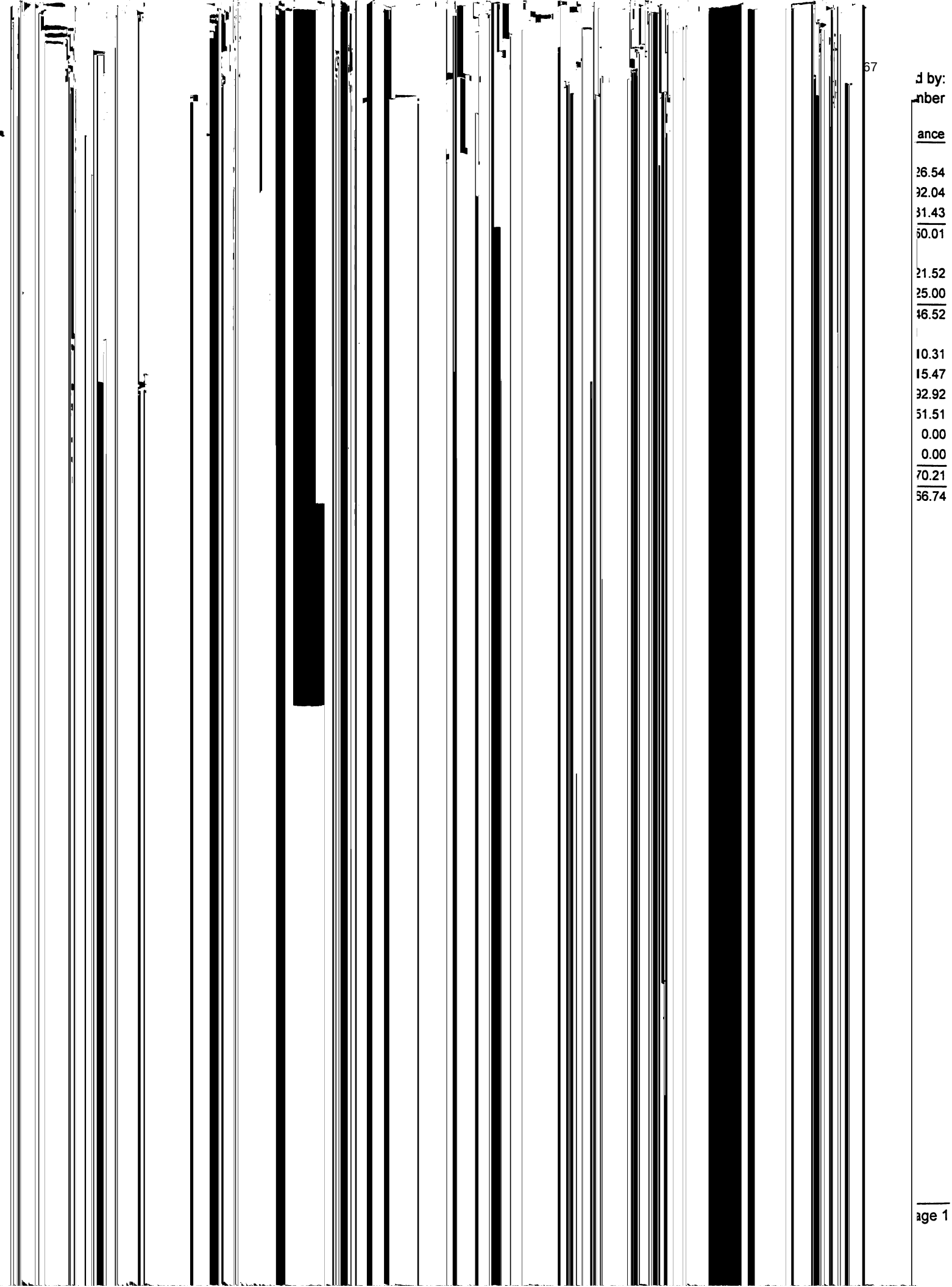
ce Report

Arranged by:
Group ID and Activity Number

sh	Receipts	Disbursements	Adjustments	Cash Balance
0	258.00	0.00	0.00	258.00
0	0.00	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00
0	565.30	0.00	0.00	565.30
0	0.00	0.00	0.00	0.00
0	823.30	0.00	0.00	823.30
0	823.30	0.00	0.00	823.30



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10.31
15.47
92.92
51.51
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0.00
70.21
56.74

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Arranged by:
Group ID and Activity Number

ents	Adjustments	Cash Balance
0.00	0.00	99.96
7.07	0.00	1,694.57
0.00	0.00	0.00
0.00	0.00	43.87
0.00	0.00	0.00
7.07	0.00	1,838.40
0.00	0.00	904.96
0.00	0.00	904.96
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	1,554.16
0.00	0.00	0.00
0.00	0.00	25.73
0.00	0.00	0.00
0.00	0.00	452.92
0.00	0.00	0.00
0.00	0.00	52.32
7.83	0.00	187.25
7.83	0.00	2,272.38
0.00	0.00	0.00
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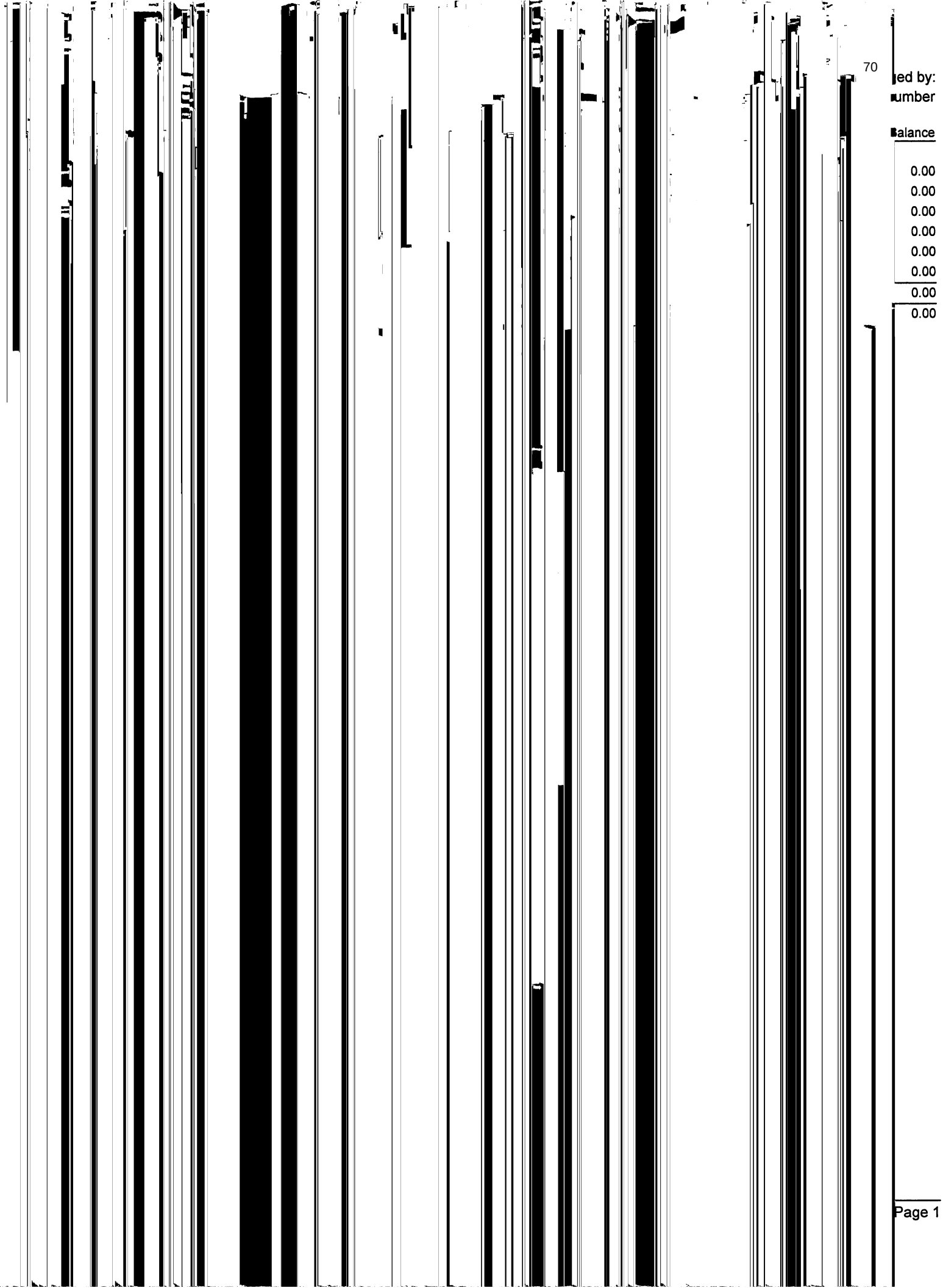
0.00	0.00	0.00
4.90	0.00	5,015.74



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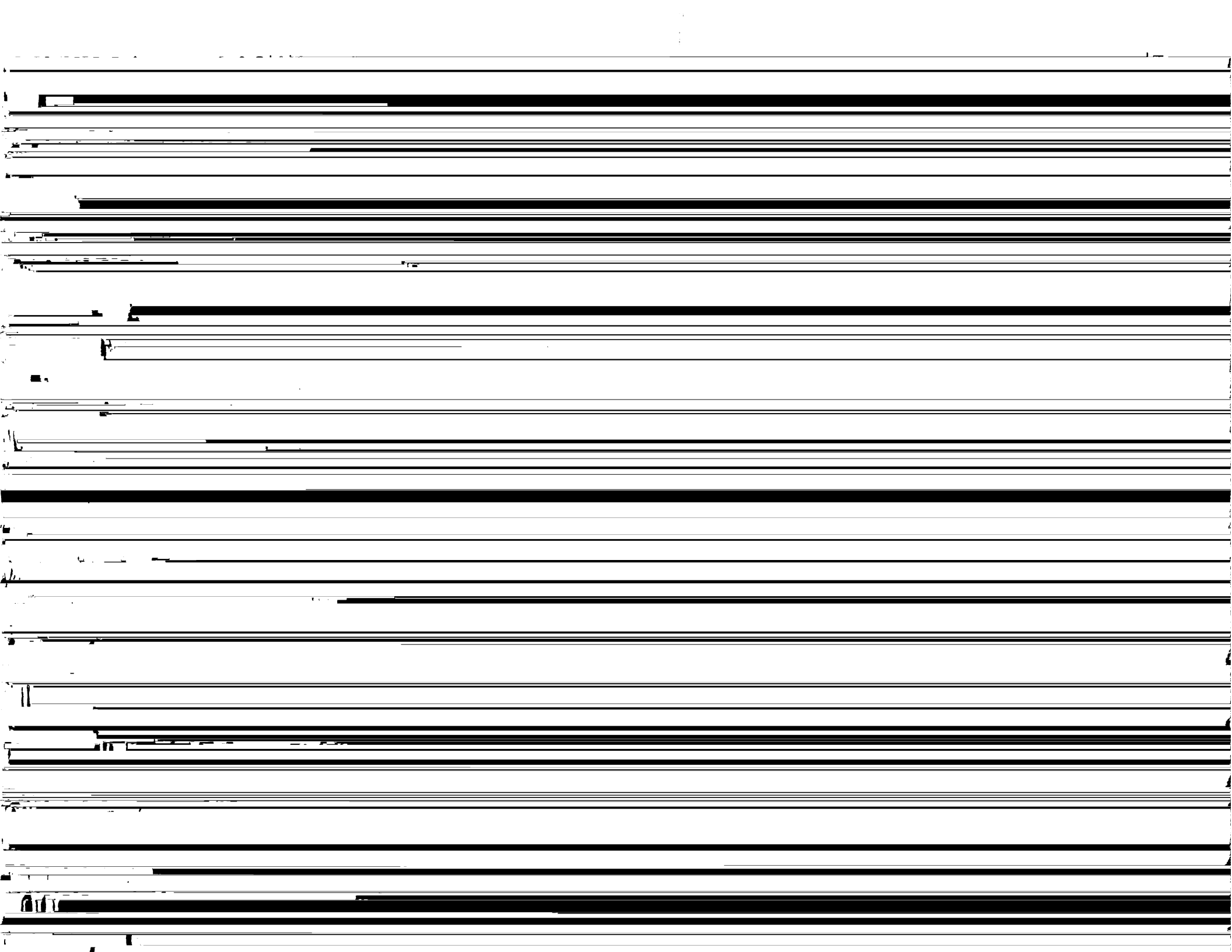
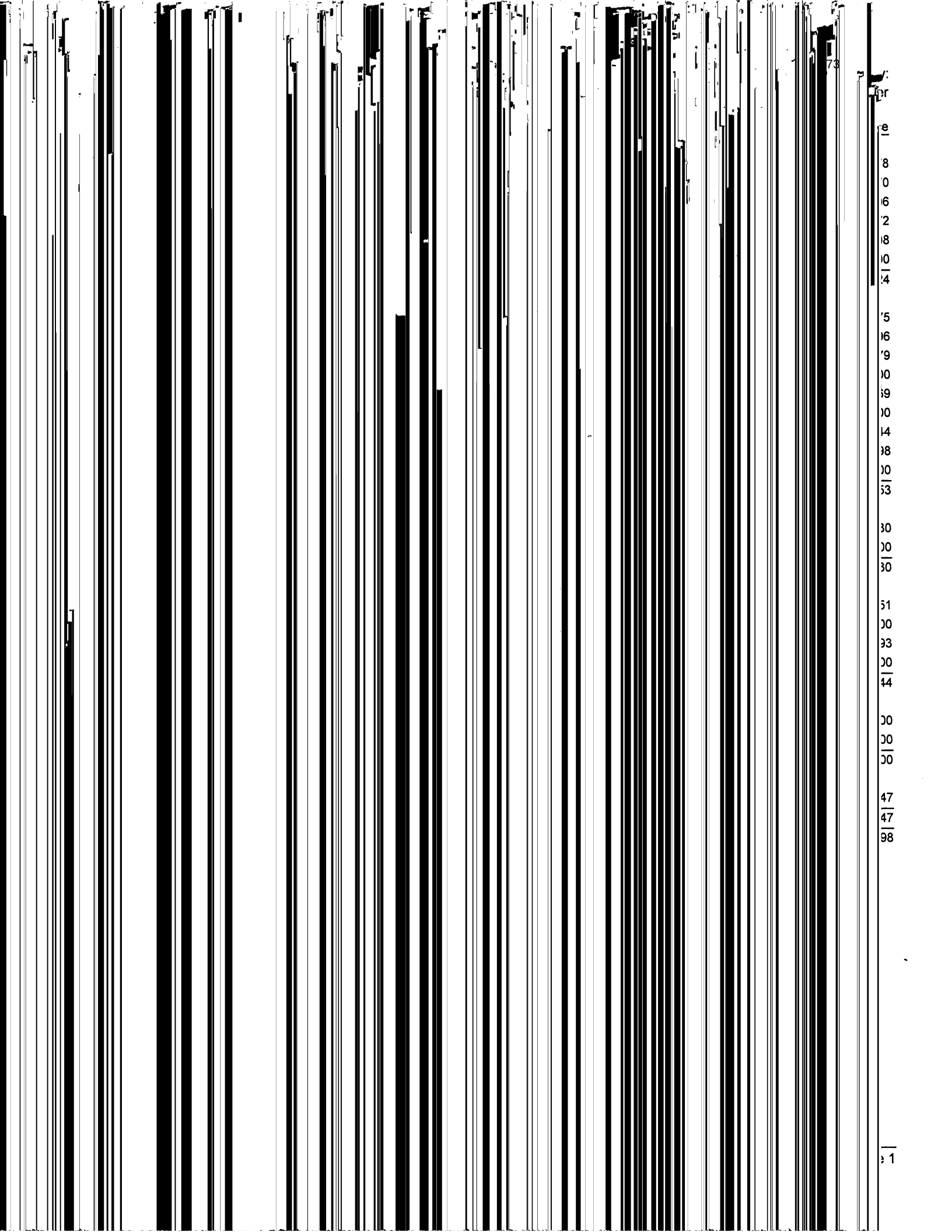
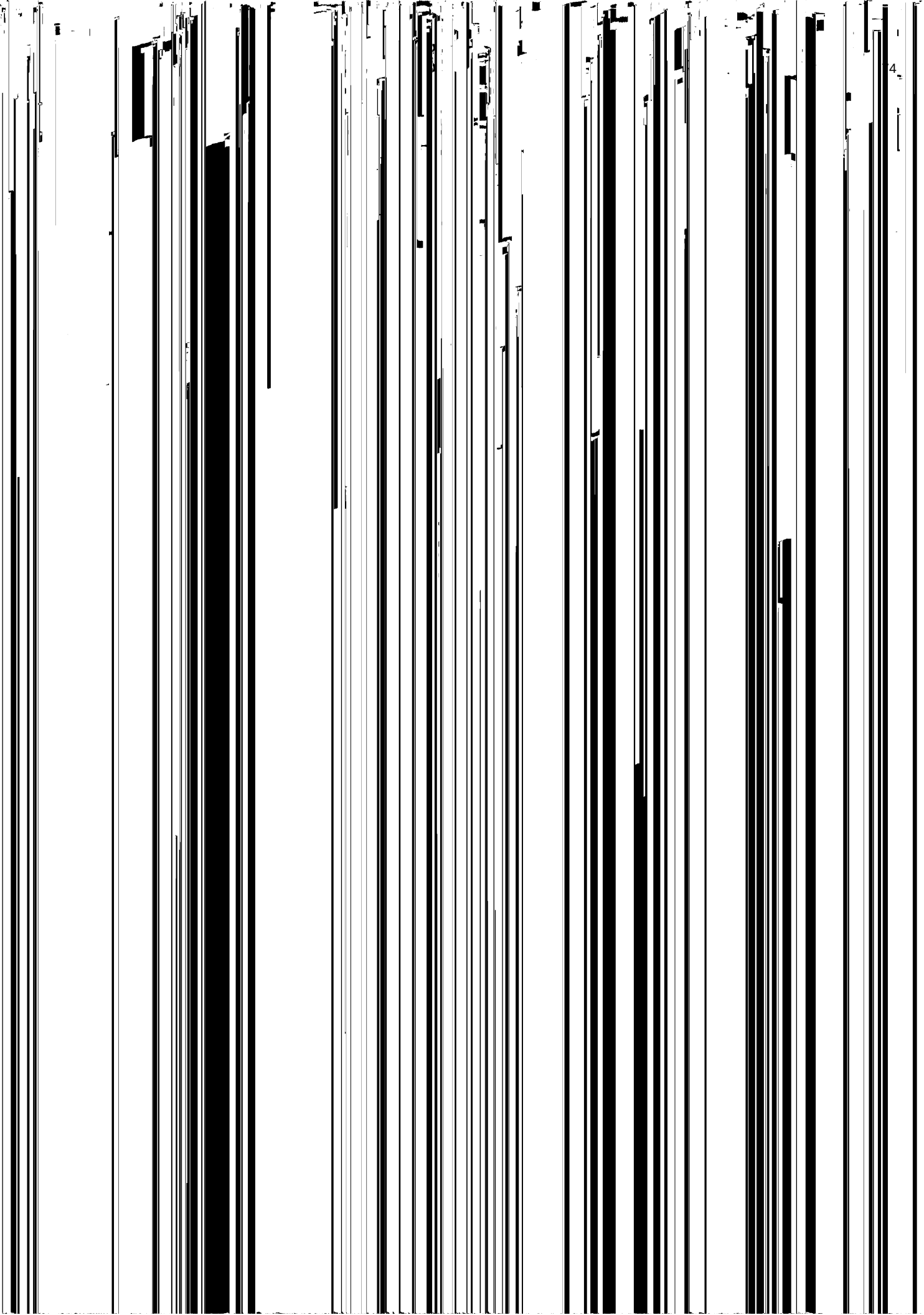
Arranged by:
nd Activity Number

nts	Cash Balance
00	12,307.87
00	1,171.18
00	532.17
00	14,011.22
00	345.03
00	345.03
00	119.52
00	3,077.46
00	154.18
00	1,871.45
00	5,488.17
00	10,710.78
00	25,067.03







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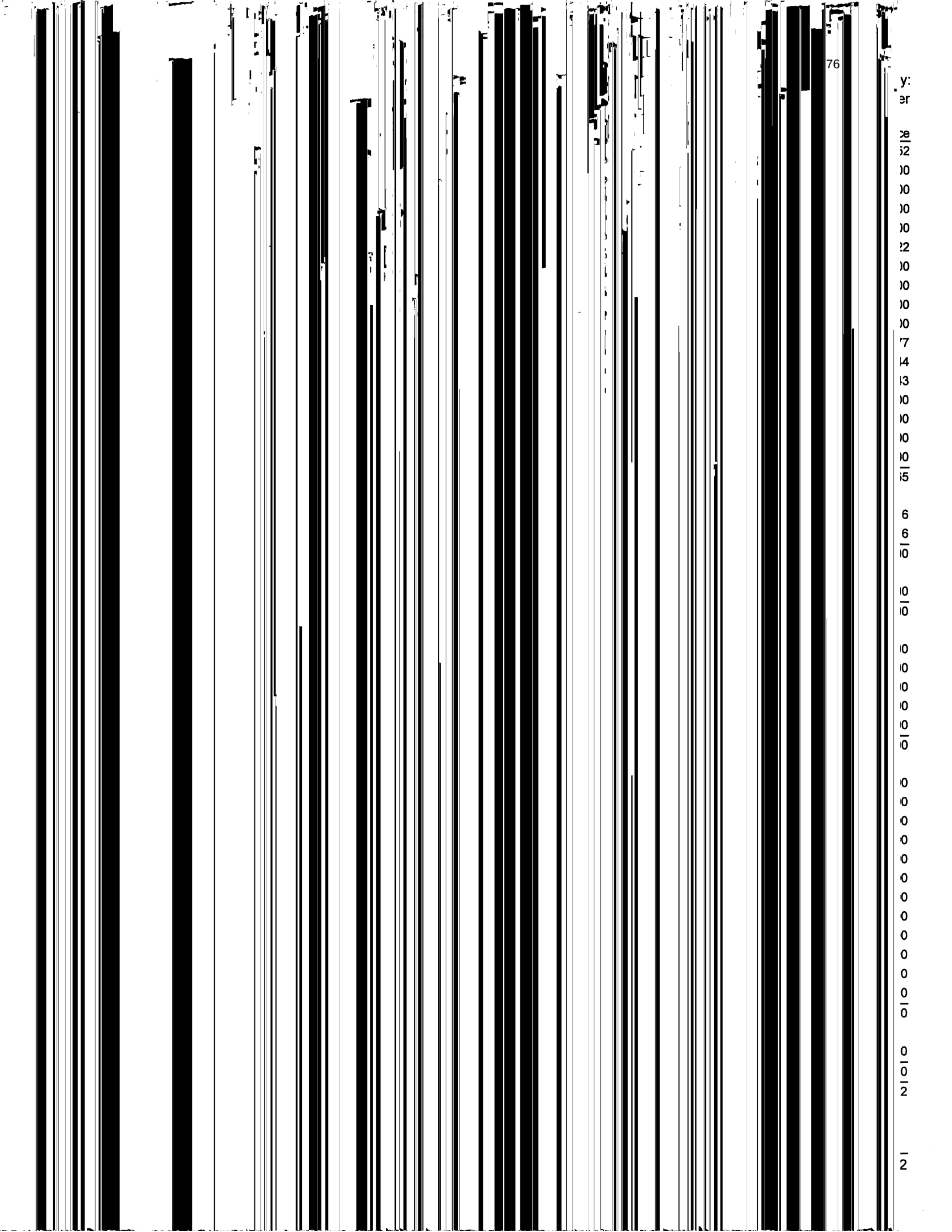

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Arranged by:
Group ID and Activity Number

ceipts	Disbursements	Adjustments	Cash Balance
87.46	0.00	0.00	187.46
0.00	0.00	0.00	0.00
40.00	0.00	0.00	140.00
0.00	0.00	0.00	0.00
55.77	0.00	0.00	555.77
59.75	0.00	0.00	6,059.75
59.75	0.00	0.00	6,059.75
47.51	10,064.54	0.00	37,085.29

Arranged by:
Group ID and Activity Number

s	Adjustments	Cash Balance
0	0.00	0.00
0	0.00	0.00
0	0.00	0.00
0	0.00	0.00
0	0.00	0.00
0	0.00	0.00
1	0.00	0.00
0	0.00	0.00
6	0.00	0.00
0	0.00	0.00
0	0.00	0.00
0	0.00	0.00
7	0.00	0.00
5	0.00	0.00
5	0.00	0.00
2	0.00	0.00

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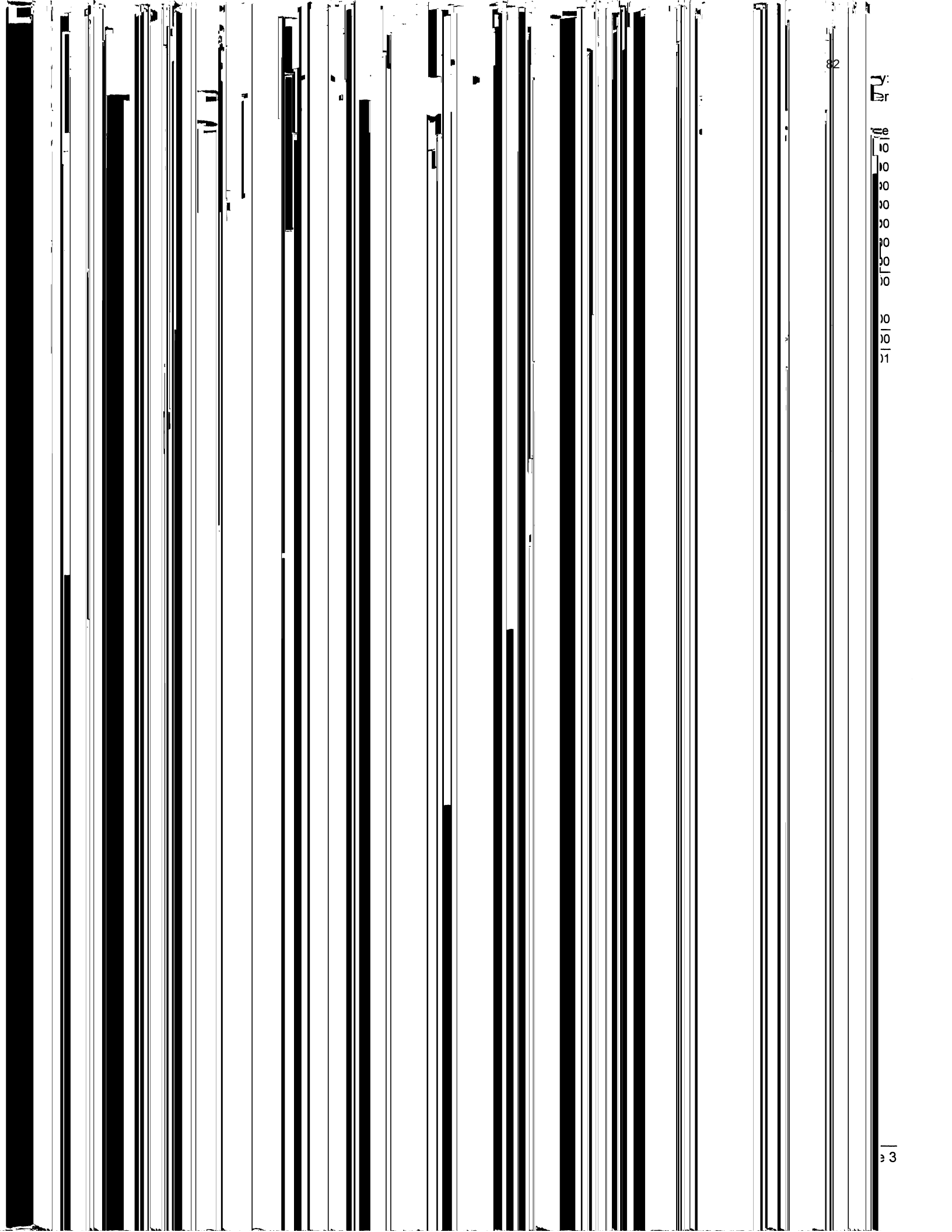

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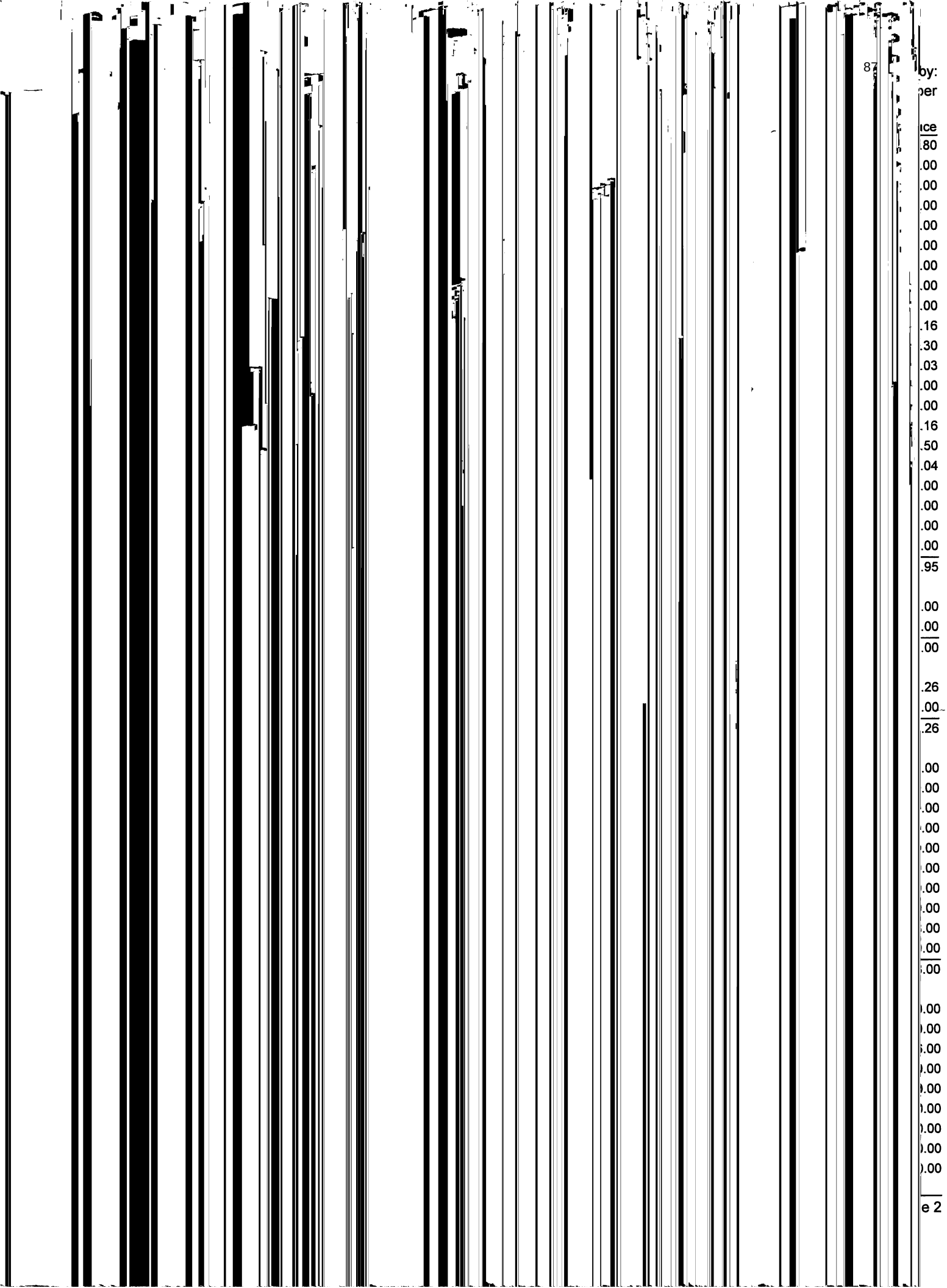
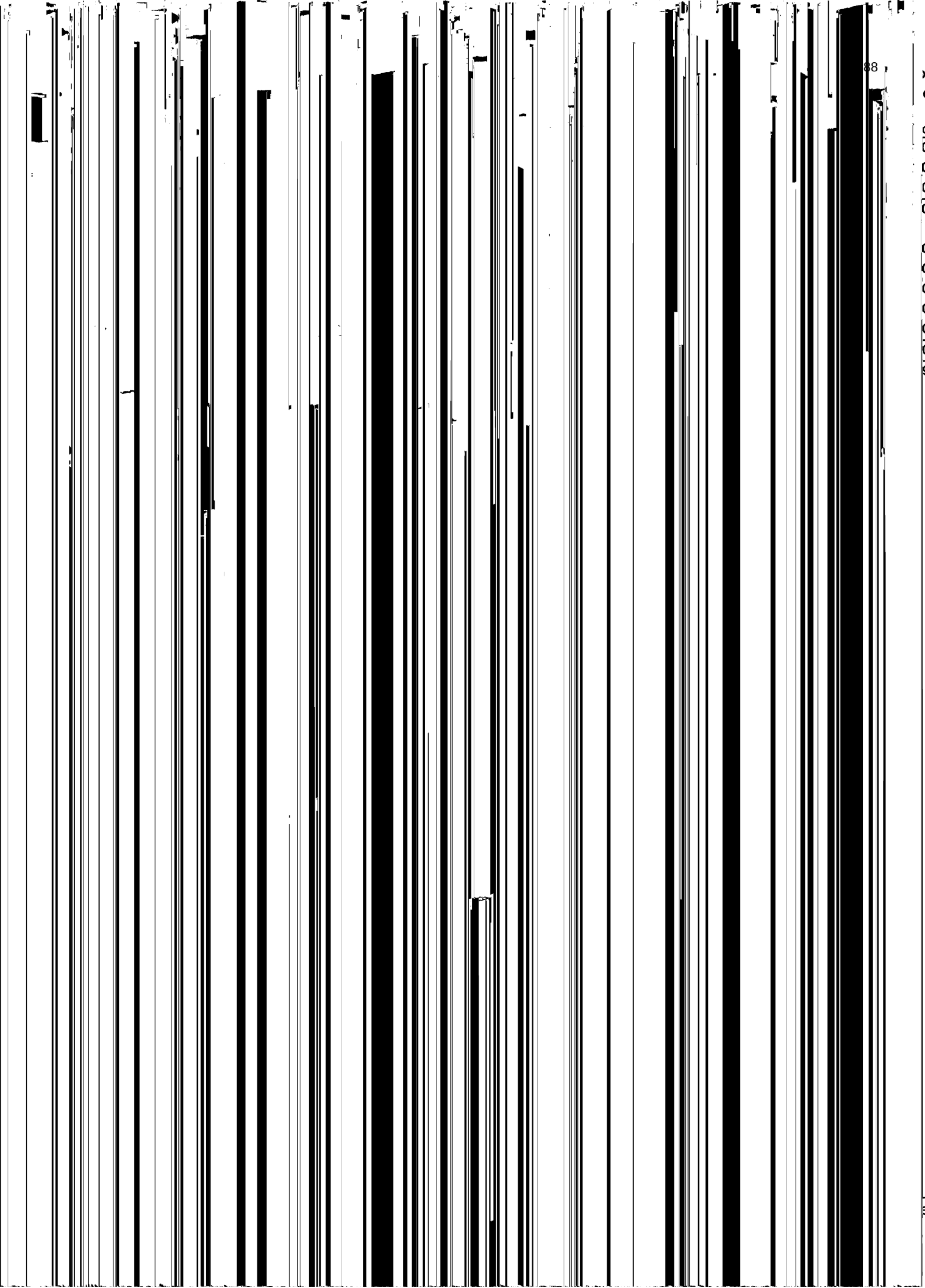
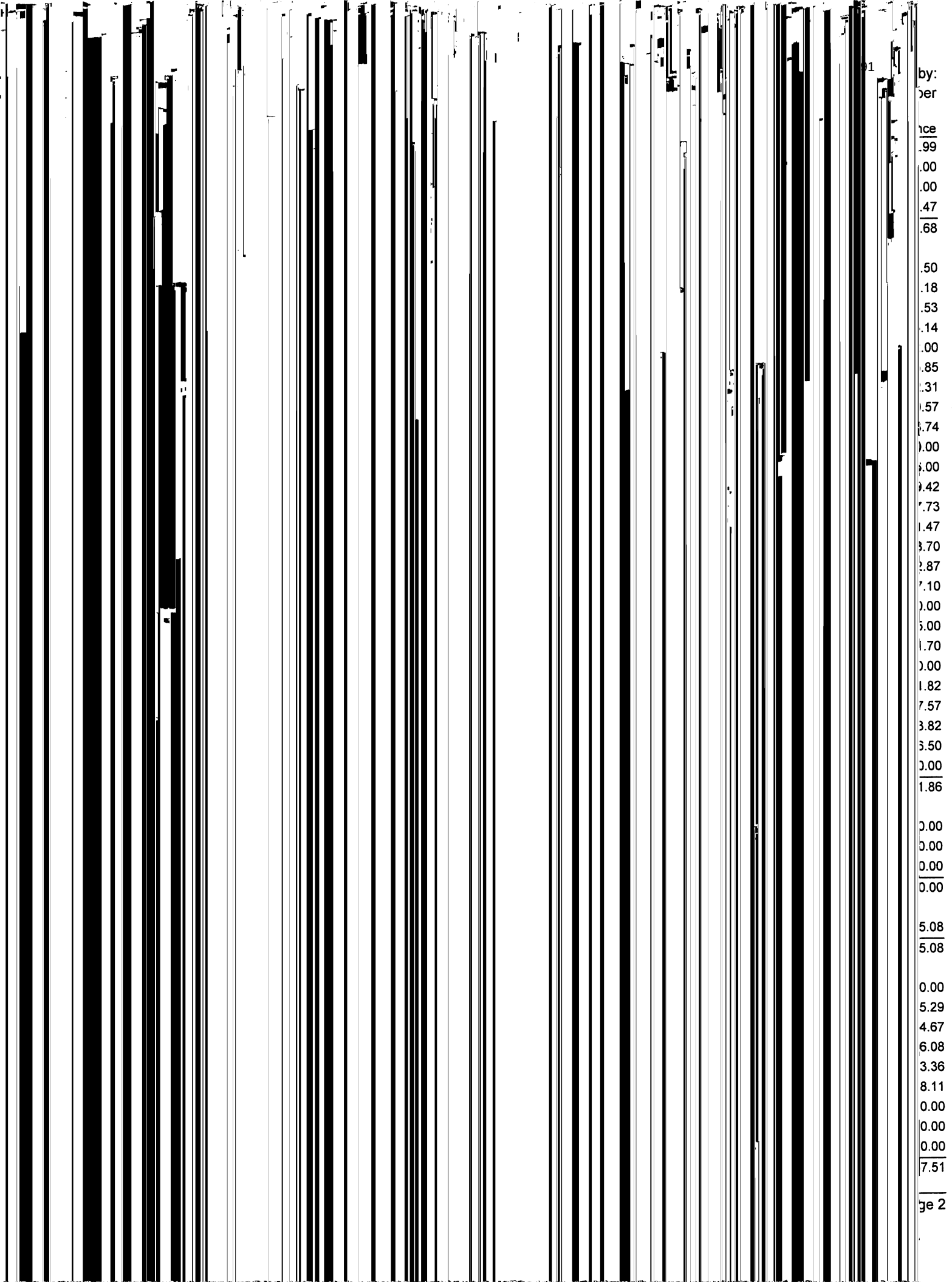
Cash Balance
1,920.00
0.00
1,920.00
96,637.28







Arranged by:
d Activity Number

s	Cash Balance
0	0.00
0	0.00
0	0.00

d by: nber	ance
	0.00
	3.71
	0.00
	0.00
	0.00
	8.06
	8.73
	0.72
	0.00
	0.00
	0.00
	8.87
	6.22
	0.37
	7.53
	4.21
	9.86
	7.76
	2.77
	8.79
	2.00
	4.48
	7.00
	0.00
	4.00
	7.06
	1.18
	0.00
	9.56
	3.72
	7.28
	7.87
	2.00
	9.88
	0.00
	4.78
	6.05
	9.34
	6.87
	5.00
	8.86
	6.38
	5.05
	8.34
	6.10
	0.00
	3.16
	0.00
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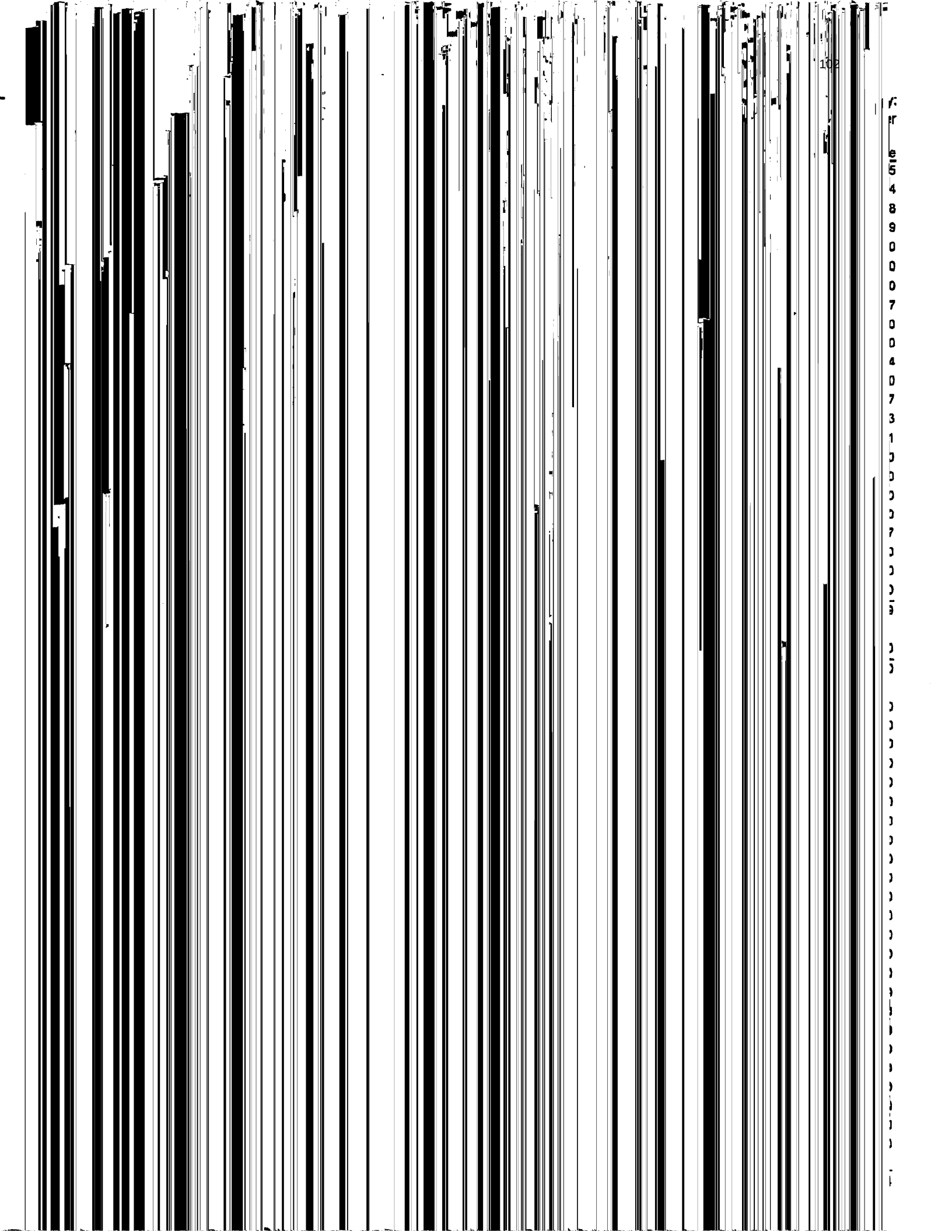

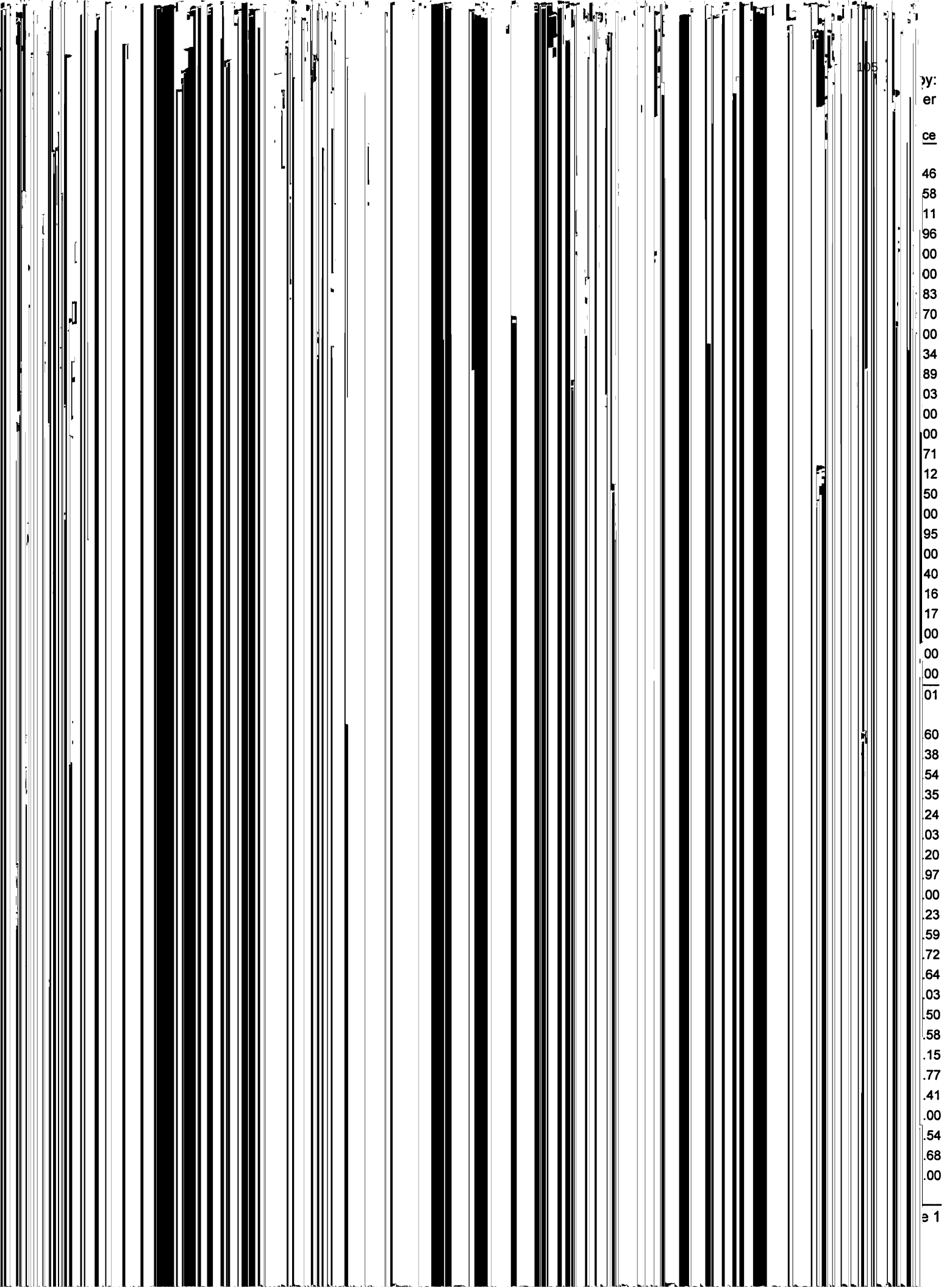

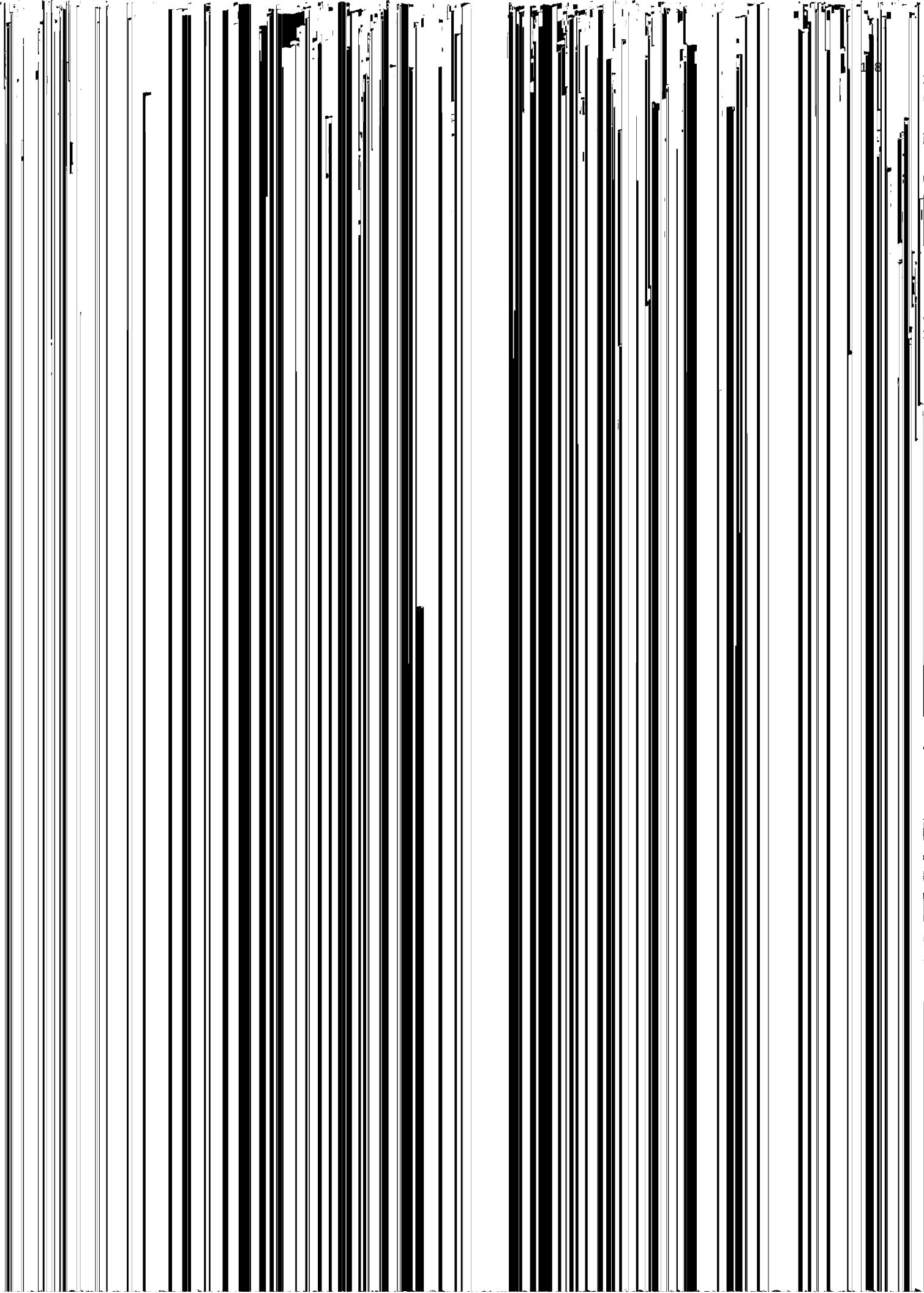

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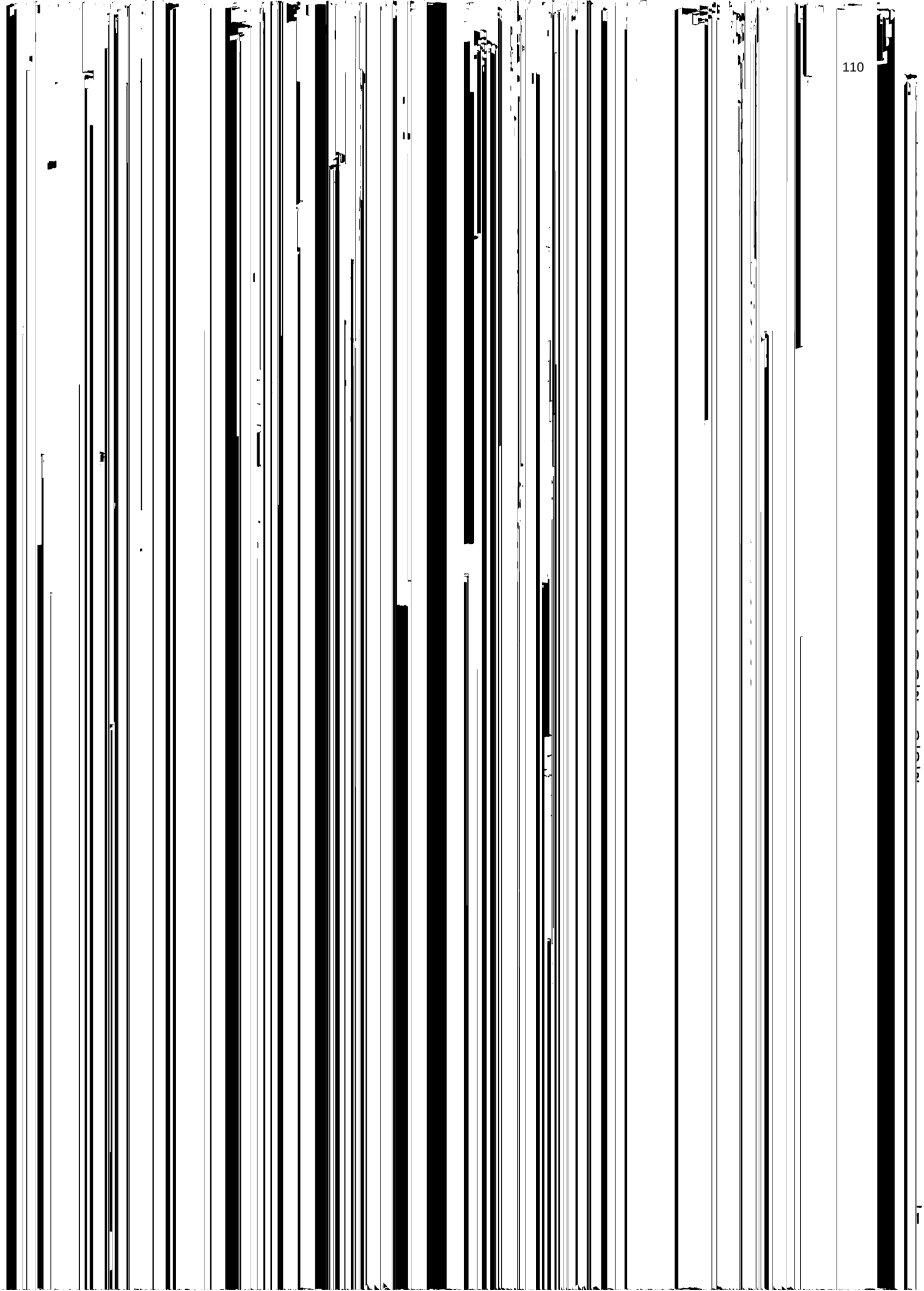

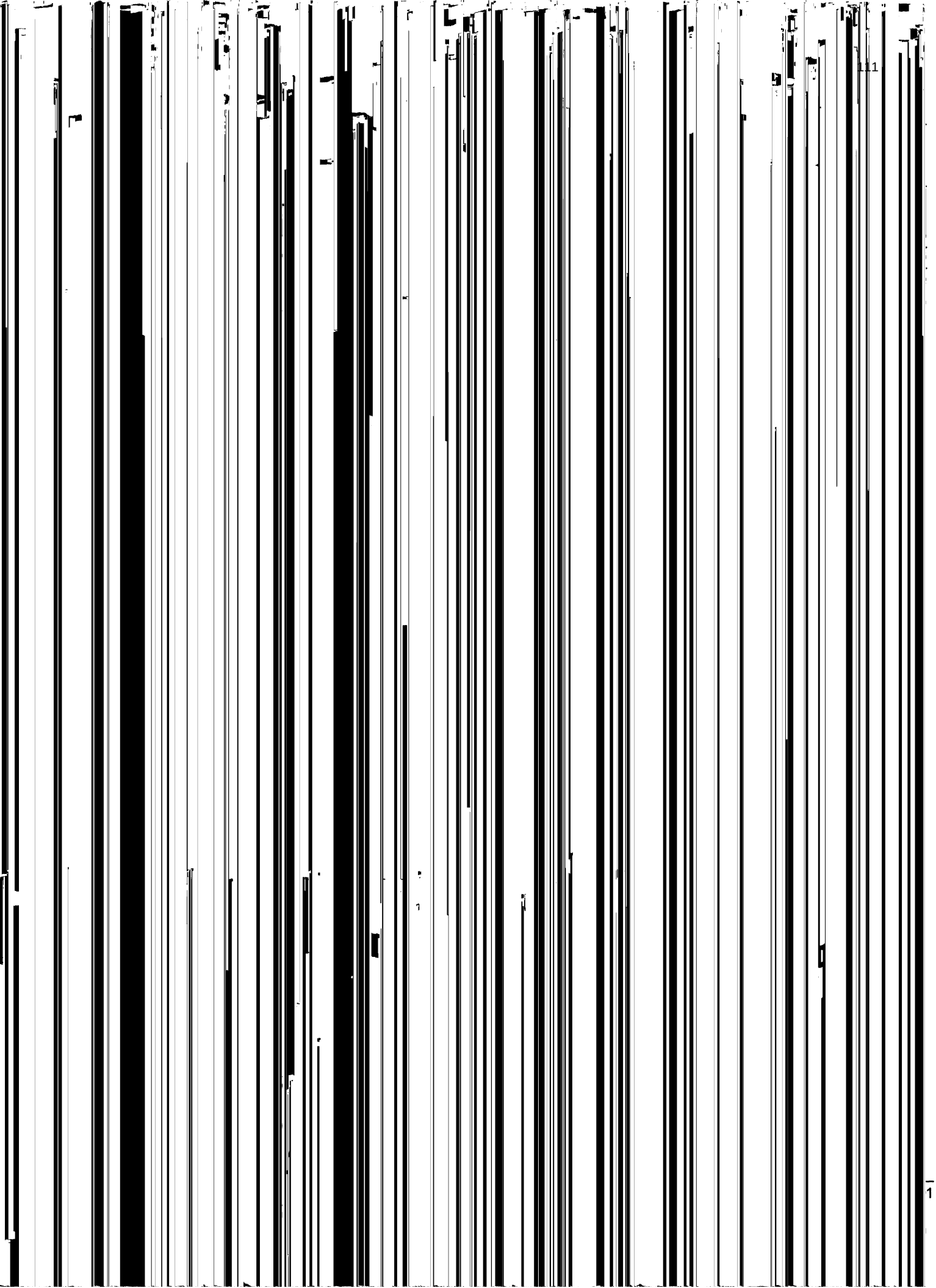

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Minutes
Committee of the Whole
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AGENDA SUMMARY SHEET

AGENDA ITEM: Approval of Curriculum, Instruction, and Assessment Policies

MEETING DATE: First reading: November 21, 2005
Second reading: December 5, 2005

DEPARTMENT: Educational Services

TITLE AND BRIEF DESCRIPTION:

ACTION DESI RED: APPROVAL

Curriculum, Instruction, and Assessment

Comparability 6010

It shall be the policy of the Millard Public Schools to provide comparable curriculum, instruction and assessment to each school in the district.

Legal Reference: Title I, Title IX U.S.C.

Related Rules: 6010R1

Policy Adopted: January 10, 1983
Revised: May 3, 1999

Millard Public Schools
Omaha, NE

Curriculum, Instruction, and Assessment

Written Curriculum – Frameworks and Level/Course Guides

Curriculum, Instruction, and Assessment

Taught Curriculum - Lesson (Instructional) Plans 6203

I. Lesson plans are the link between the written curriculum and the taught curriculum. The daily lesson plans shall be used for the implementation of curriculum, instruction, and assessment.

II. All teachers are responsible for planning and generating weekly lesson plans. Lesson plans shall be aligned with curriculum guides and reflect the various instructional needs of students. Lesson plans shall:

A. be compatible with the school and system wide curriculum (where applicable, design down from course/level outcomes);

B. focus on short-

Curriculum, Instruction, and Assessment

Taught Curriculum - Organization of Instruction 6220

The Millard Board of Education is responsible for public education in the Millard Public School District. This public education responsibility includes:

a. K-12 general education, and

b. Programming for birth to age 21 special education

The Board may elect to provide the educational programs for the general pre-school student population, adults and other supplemental educational programs as provided by law.

The grouping and housing of instructional levels in school facilities throughout the district, and the administration of the instructional program will be according to plans developed by the Superintendent and the administrative staff and approved by the Board.

Legal Reference: Nebr. Rev. Stat. 79-526 district boards; schools; supervision and control

Policy adopted: July 20, 1992 Millard Public Schools
Revised: November 10, 1997; May 17, 1999 Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: Proposed additional course

MEETING DATE: November 21, 2005

DEPARTMENT: Educational Services

TITLE AND BRIEF DESCRIPTION: AP English Language and Composition - Add additional AP English course so that all of the major subject area courses will have at least two AP courses.

ACTION DESIRED: APPROVAL _X__ DISCUSSION___ INFORMATION ONLY ___

BACKGROUND: Strategic planning 5 "We will develop and implement plans to increase student participation in, and performance on, measures of national and international educational excellence."
The specific result for Strategic Action Plan 5-6 states "Ensure AP curriculum alignment across all levels with College Board standards for Advanced Placement exams."
Under Action Plan 5-6, action step #5 that states "work with higher education faculty to support curriculum development and expansion." Discussion, in this regard, about College Board course options prompted the implementation team for this 1(")-4sm962Y70(a)att

AP Language & Composition

Description: AP

AGENDA SUMMARY SHEET

AGENDA ITEM: Internal Board Policies: Remuneration and Reimbursement

MEETING DATE: November 21, 2005

DEPARTMENT: Technology Division

TITLE AND BRIEF DESCRIPTION: Internal Board Policies: Remuneration and Reimbursement 8230.1

ACTION DESIRED: ___X__ Approval

BACKGROUND: Changes in the rule will allow for the reimbursement of Board of Education members for broadband internet access. Such access might be either cable modem DSL based. This would eliminate the need for a telephone line for Board member use since it cannot provide sufficient internet bandwidth for Board business.

STRATEGIC PLAN REFERENCE:

RESPONSIBLE PERSON: Mark Feldhausen

SUPERINTENDENT APPROVAL: _____
(Signature)

BOARD ACTION:

AGENDA SUMMARY SHEET

AGENDA ITEM: Approval of MSHS

Market: Minnesota/Northern Plains (MNP)
Cell Site Number: OMAHANE1084-B
Cell Site Name: 144th & Harrison

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Millard School District, School District No. 17, Douglas County, Nebraska, having a mailing address of 5606 S. 147th St., Omaha, Nebraska 68137 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns or controls a lihe hea 68137

and the payment of an additional Six Hundred Twenty-five and No/100 Dollars ($625.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property," which includes (without limitation) the remainder of the structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. PERMITTED USE. (a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a stealth light pole ("Stealth Light Pole"), associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Prior to the initial installation of Tenant's Che "

(c) All Rent or other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals

(b)

If to Tenant: c/o Cingular Wireless LLC
Attn: Network Real Estate Administration
Re: Cell Site #OMAHANE1084-B; Cell Site Name 156th & Blondo
6100 Atlantic Boulevard
Norcross, GA 30071

With a copy to: Cingular Wireless LLC
Attn: Legal Department
Re: Cell Site #OMAHANE1084-B; Cell Site Name 156th & Blondo
15 E Midland Avenue
Paramus, NJ 07652

If to Landlord: Millard School District, School District No. 17
Attn: Ken Fossen
5606 S. 147th St., Omaha
Nebraska 68137
402-895-8200

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business (e)-306(t)-5(o(bus)-22(n)-26w)5(e)-2(/)

(e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and

IN WITNESS WHEREOF , the parties have caused this Agreement to be effective as of the date last written below.

WITNESSES:

"LANDLORD "

Millard School District, School District No. 17, Douglas County, Nebraska

_____
Print Name: _____

_____
Print Name: _____

By: _____
Print Name: _____
Its: _____
Date: _____, 2005

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company

_____
Print Name: _____

_____
Print Name: _____

By: _____
Print Name: Scott A. Root
Its: Real Estate and Construction Manager, MNP
Date: _____, 2005

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2005, before me personally appeared Scott A. Root, and acknowledged under oath that he is the Real Estate and Construction Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

_____
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____ _____, 200_ _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of Millard School District, School District No. 17, Douglas County, Nebraska, the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

EXHIBIT 1

DESCRIPTION OF PREMISES
Page 1 of 2

to the Agreement dated _____, 2005, by and between Millard School District, School District No. 17, Douglas County, Nebraska, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Property Address: 14905 Q St, Omaha, Nebraska 68137
Property ID#: 1716 0006 01

The Premises are described and/or depicted as follows:

THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 11, TOWNSHIP 14, RANGE 11, DOUGLAS COUNTY, NEBRASKA

655 First Bank Drive
Palatine, IL 60067

c/o Cingular Wireless LLC
6100 Atlantic Boulevard
Norcross, Georgia 30071
Attn: Network Real Estate Administration
Re: Cell Site #: OMAHANE1084-B;
Cell Site Name: 144th & Harrison

Return to:
State: NEBRASKA
County: DOUGLAS

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 200__ by and between Millard School District, School District No. 17, Douglas County, Nebraska, having a mailing address of New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Option and Lease Agreement (the "Agreement") on the _____ day of _____, 200__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be five (5) years ("Initial Term") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with four (4) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit 1 annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

"LANDLORD "

Millard School District, School District No. 17, Douglas County, Nebraska

_____
Print Name: _____

_____
Print Name: _____

By: _____
Print Name: _____
Its: _____
Date: _____, 2005

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

_____
Print Name: _____

_____
Print Name: _____

By: _____
Print Name: Scott A. Root
Its: Real Estate and Construction Manager, MNP
Date: _____, 2005

TENANT A CKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2005, before me personally appeared Scott A. Root, and acknowledged under oath that he is the Real Estate and Construction Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company

_____
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____ _____, 200_, _____ [name of representative] personally came before me and acknowledged under oath that he

(a) is the _____ [title] of Millard School District, School District No. 17, Douglas County, Nebraska, the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

_____
Notary Public: _____
My Commission Expires: _____

SUBORDINATION, NON -DISTURBANCE
AND ATTORNMENT AGREEMENT

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:
c/o Cingular Wireless, LLC
6100 Atlantic Boulevard
Norcross, GA 30071
Attn: Network Real Estate Administration
Re: Cell Site #OMAHANE1084-B;
Cell Site Name: 144th & Harrison

State: NEBRASKA
County: DOUGLAS

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS AGREEMENT ("Agreement), dated as of the date below, between _____ having its principal office at _____, (hereinafter called "Mortgagee") and Millard School District, School District No. 17, Douglas County, Nebraska, having its principal office/residing at 5606 S. 147th St., Omaha, Nebraska 68137 (hereinafter called "Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter called "Tenant").

W I T N E S S E T H:

WHEREAS, Tenant has entered into a certain lease dated _____ _____, 20__, (the "Lease") with Landlord, covering property more fully described in Exhibit 1 attached hereto and made a part hereof (the

delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's righ

LANDLORD (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200_____, by _____ [name of representative], the _____ [title] of the corporation, ( ) who is personally known OR ( ) who has produced _____ as _____ identification.

_____
Notary Public
My Commission Expires: _____

TENANT

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 2005, before me personally appeared Scott A. Root, and acknowledged under oath that he is Real Estate and Construction Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

_____
Notary Public
My Commission Expires: _____

MORTGAGEE (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___day of _____, by _____ [name of representative] the _____ [title] of _____ [name of banking institution], a _____ corporation on behalf of the corporation ( ) who is pers

EXHIBIT 1

DESCRIPTION OF PREMISES

THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 11, TOWNSHIP 14, RANGE 11, DOUGLAS COUNTY, NEBRASKA

AGENDA SUMMARY SHEET

AGENDA ITEM: Cell Tower Agreement Abbott Elementary

MEETING DATE:

Market: Minnesota/Northern Plains (MNP)
Cell Site Number: OMAHANE1081-A
Cell Site Name: 156th & Blondo

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Millard School District, School District No. 17, Douglas County, Nebraska, having a mailing address of 5606 S. 147th St., Omaha, Nebraska 68137 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 13113 N. 156th St., Omaha, in the County of Douglas, State of Nebraska (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

and the payment of an additional Six Hundred Twenty-five and No/100 Dollars ($625.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company

any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and to enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

(b) The Stealth Flag Pole shall be made of standard aluminum or galvanized steel and shall include space for Tenant and up to one (1) additional carrier to collocate on the Stealth Flag Pole. The Stealth Flag Pole will be approximately seventy (70) feet in height, as further described in Exhibit 1, attached hereto.

(c) Tenant shall provide Landlord with one (1) United States American Flag suitable for flying on the Stealth Flag Pole together with all necessary rigging for same. The initial installation of the rigging and flag shall be borne by the Tenant, at its sole cost and expense, thereafter Landlord shall be responsible for providing any and all additional United States American Flags and any other flag it wishes to fly on the Stealth Flag Pole. Landlord shall be responsible for raising and lowering the United States American Flag along with the maintenance of the same. Upon the completion of the initial installation of the United States American Flag, Tenant shall be relieved of further liability of same. Notwithstanding the above, Landlord or its agent, shall not

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of One Thousand Two Hundred Fifty and No/100 Dollars ($1,250.00) ("Rent"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by ten percent (10%) over the Rent paid during the previous Term.

(c) All Rent or other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as see meuniione 5(on)-500-25

damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

(b) Tenant shall have the right to self-insure with respect to any of the above insurance requirements.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with the existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement(-2(.)]TJ 1)-5(e)-2(l)-5(9 554 17(e)-2(nt)-e)-

Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this

any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a

such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

17. NOTICES. All notices, requests, demands and communi

proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.

21. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. TAXES. Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Leased Property. Landlord shall provide Tenant with copies of all assessment notices on or including the Leased Property immediately upon receipt, but in no event less than three (3) business days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Leased Property by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Leased Property. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne buc T27brute(ny)-2(e) sh

IN WITNESS WHEREOF

TENANT A CKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2005, before me personally appeared Scott A. Root, and acknowledged under oath that he is the Real Estate and Construction Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

_____
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____ _____, 200_ _____ [name of representative] personally came before me and acknowledged under oath to me that he or she:

(a) is the _____ [title] of Millard School District, School District No. 17, Douglas County, Nebraska, the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation, and

(c) executed the instrument as the act of the corporation.

_____
Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES
Page 1 of 2

to the Agreement dated _____, 2005, by and between Millard School District, School District No. 17, Douglas County, Nebraska, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Property Address: 1313 N. 156th St., Omaha, Nebraska 68137
Property ID#: 1865 0000 01

The Premises are described and/or depicted as a portion of the following Property

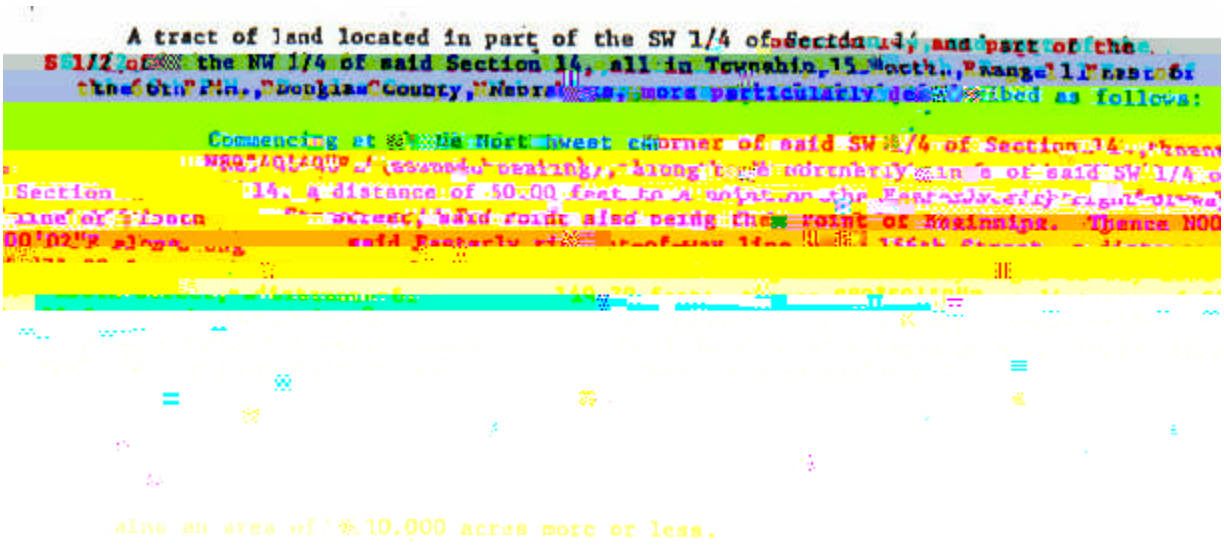
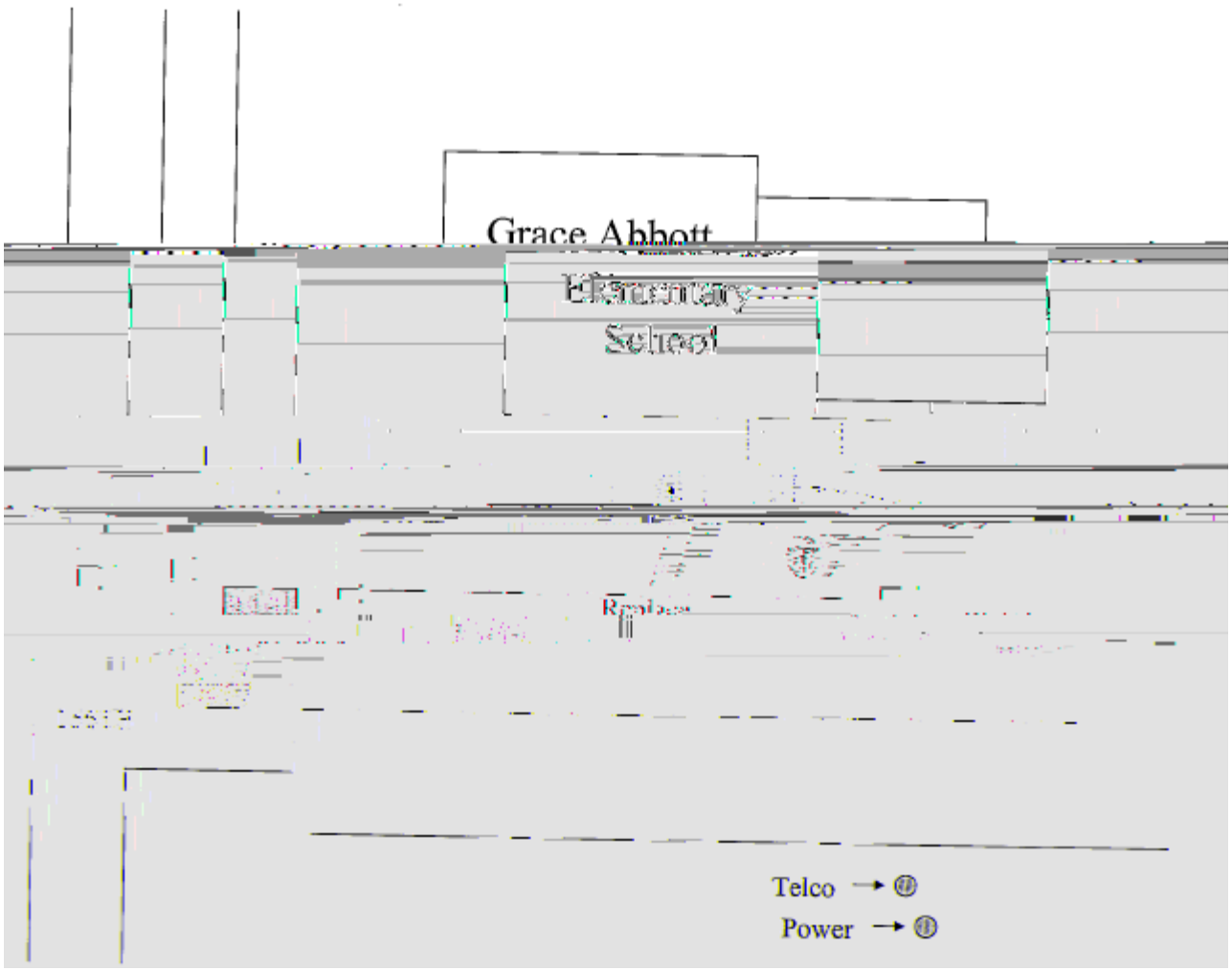


EXHIBIT 1

DESCRIPTION OF PREMISES
Page 2 of 2



Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Prepared by:
Site Acquisition Consultants, Inc.

655 First Bank Drive
Palatine, IL 60067

c/o Cingular Wireless LLC
6100 Atlantic Boulevard
Norcross, Georgia 30071
Attn: Network Real Estate Administration
Re: Cell Site #OMAHANE1081-A
Cell Site Name: 156th & Blondo

Return to:
State: NEBRASKA
County: DOUGLAS

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of 82(82(8,____)-8(on)-348(9348(i))00)-6(6 4d(8

IN WITNESS WHER EOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

"LANDLORD "

Millard School District, School District No. 17, Douglas County, Nebraska

_____
Print Name: _____

_____
Print Name: _____

By: _____
Print Name: _____
Its: _____
Date: _____, 2005

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company

_____
Print Name: _____

_____
Print Name: _____

By: _____
Print Name: Scott A. Root
Its: Real Estate and Construction Manager, MNP
Date: _____, 2005

TENANT ACKNOWLEDGMENT

EXHIBIT 1

DESCRIPTION OF PREMIS ES
Page 1 of 1

to the Agreement dated _____, 2005, by and between Millard School District, School District No. 17, Douglas County, Nebraska, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Property Address 1313 N. 156th St., Omaha, Nebraska 68137

November 21, 2005

TEACHERS RECOMMENDED FOR HIRE

Recommend: the following teacher be hired for the 2005-06 school year:

1. Stacie Witherspoon BSN – Methodist College. School Nurse at North Middle School, Cody Elementary, and Cather Elementary.

AGENDA SUMMARY SHEET

Agenda Item: Local Option Substitute Teacher for Hire

Department: Human Resources

Title & Brief Description: Recommendation to Hire a Local Option Substitute Teacher

Action Desired: Approval to hire the following person as a Local Option Substitute Teacher:

Lynae Gardiner

Background: The Nebraska State Board of Education has approved the use of "Local Option" substitute teachers. A Local Option substitute must have completed at least 60 hours of college

AGENDA SUMMARY SHEET

AGENDA ITEM:	Construction Report
MEETING DATE:	November 21, 2005
DEPARTMENT:	General Administration
TITLE & BRIEF DESCRIPTION:	Construction Report – A report from the District's construction management firm with regard to the progress on projects related to the 2005 bond issue.
ACTION DESIRED:	Approval ___ Discussion ___ Information Only _x_ .
BACKGROUND:	The District has engaged the services of Magnum Resources, Inc. (RMI) as the construction manager for the District's construction/renovation projects related to the 2005 bond issue. Don Mohlman (RMI) will be present at the meeting to present the construction update (see attached) and to answer questions.
OPTIONS AND ALTERNATIVES:	n/a
RECOMMENDATION:	n/a
STRATEGIC PLAN REFERENCE:	n/a
IMPLICATIONS OF ADOPTION/REJECTION:	n/a

CONSTRUCTION PROGRESS REPORT

NOVEMBER 2005
Vol. 5

MAGNUM
RESOURCES

Millard Public Schools
Construction Progress Report No. 5
November 2005

Index

I. Executive Summary Page 1- 2

- Administrative Overview
- Project(s) Overview
- Budget Overview

II. Project Status Report Page 3- 5

- Buell Stadium
- South High School
- North High School
- West High School
- Alternative Hig

MAGNUM
RESOURCE

x Elementary #24 ±Site

Millard Public Schools
Construction Progress Report No. 5
November 2005

Project Status Report

HIGH SCHOOLS

- Buell Stadium
  - Warranty phase for field improvements
  - In progress for installation of track timing system

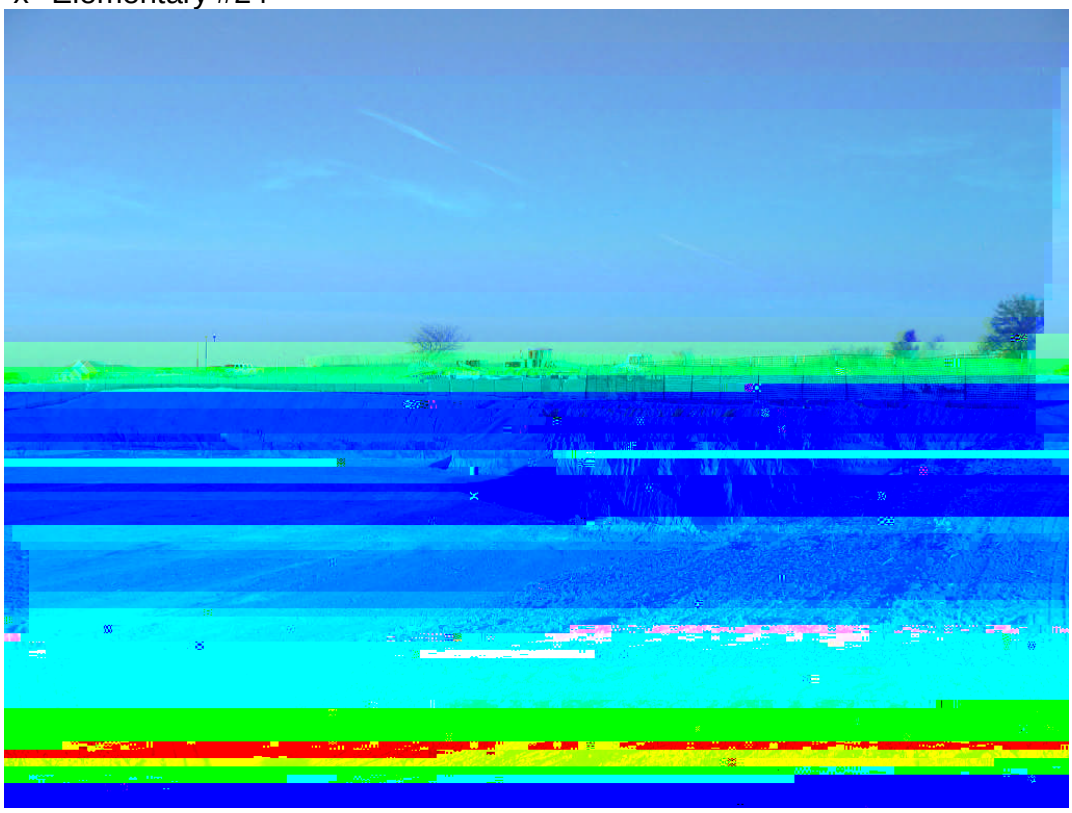
- South High School
  - Contract Document phase.
  - HVAC renovations at 300/400 wing (building fan) incorporated into project.

- North High School
  - Contract Document phase.

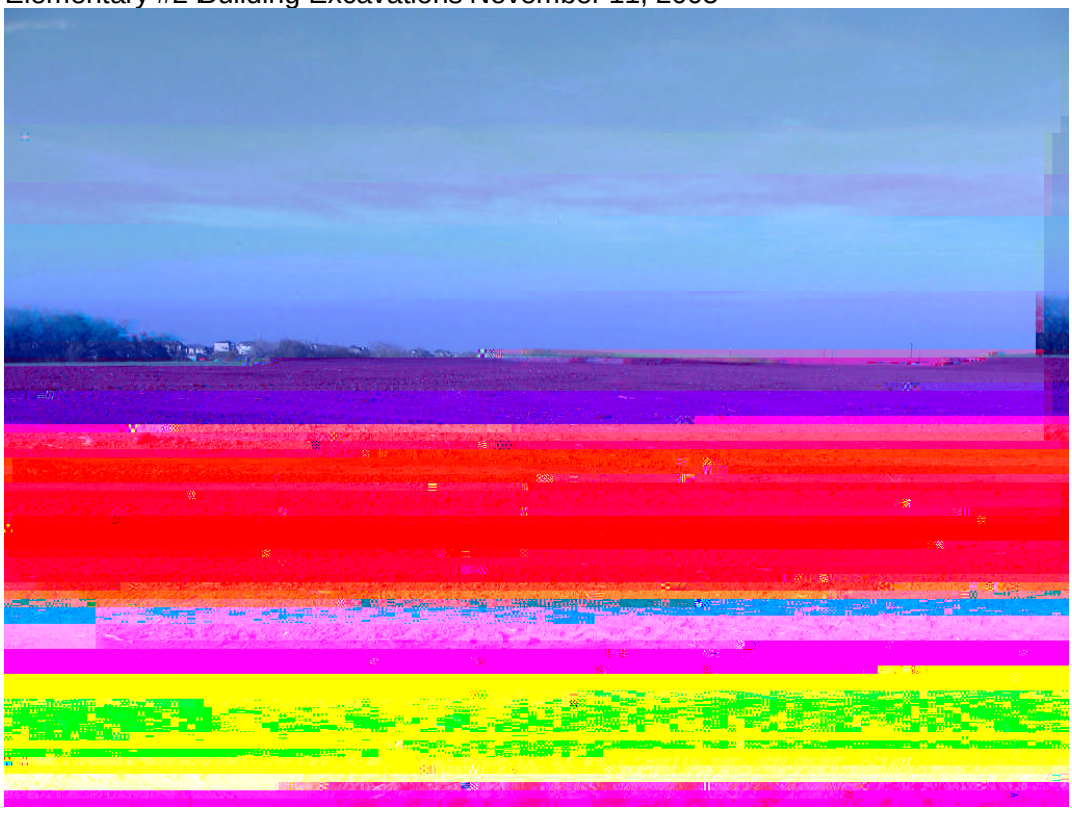
- West High School
  - Contract Document phase.
  - Relocation of portable classrooms for new construction

ELEMENTARY SCHOOLS

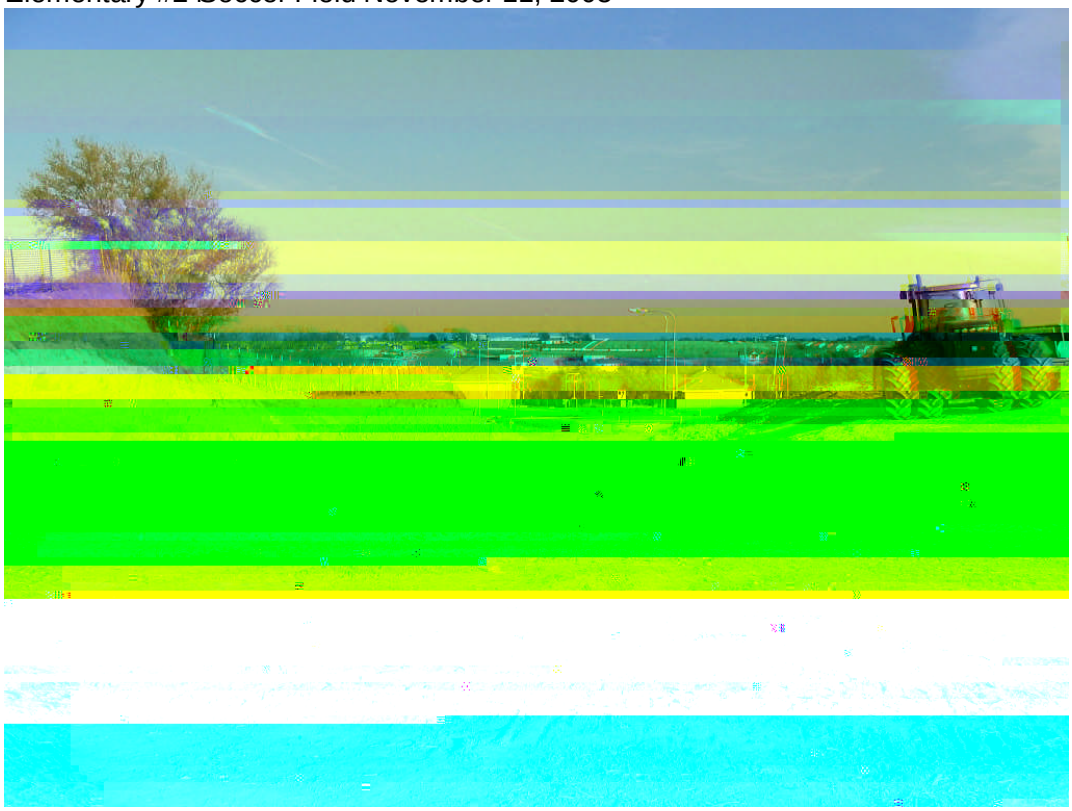
x Elementary #24



Elementary #24 Building Excavations - November 11, 2005



Elementary #24 Soccer Field - November 11, 2005



Elementary #24 J Street - November 11, 2005

- In final stage of Overlot Grading work.
- Completing verification survey of Overlot Grading.
- Completing

Millard Public Schools
11.16.05

	Original Budget	Ackerman 07.150.05.01	Elementary 24	Elementary 25	Beadle MS	North HS	South HS Phase 2	South HS Phase 1	West HS	Alt HS	Buell Stadium	Future HS	Current Budget	Total

	NOV	Dec	Jan	Feb
Bond Committee Meetings	17	1, 8, 15, 22, 29	5, 12, 19, 26	2, 9, 16, 23
Board Committee of the Whole Meetings	14	12	16	13
Board Meetings	7, 21	5, 19	9, 23	6, 20

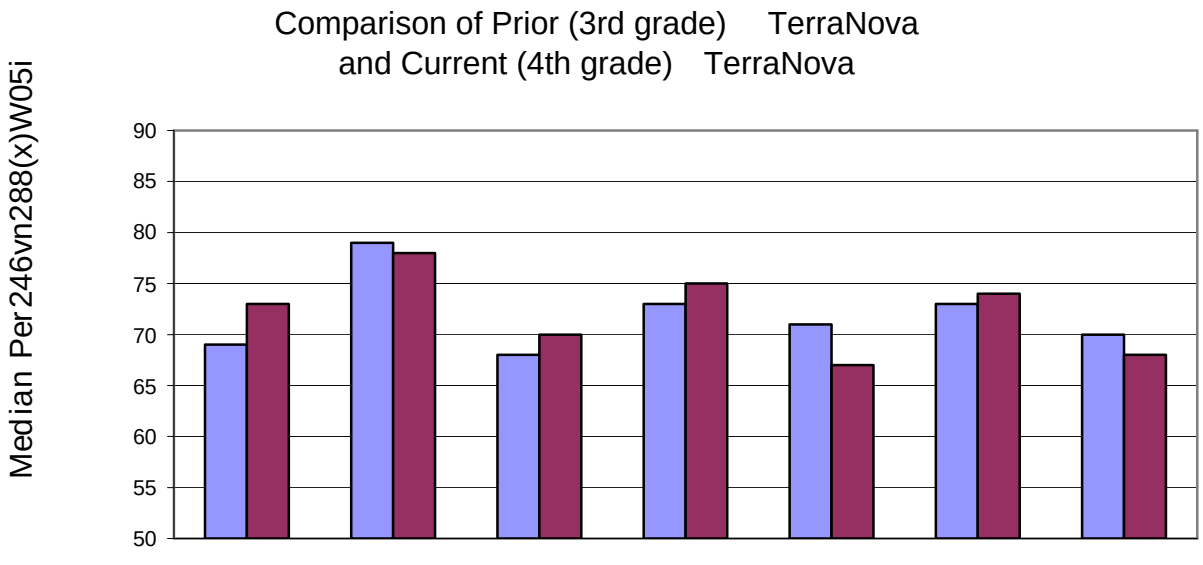
	Project Commencement	Bond Committee	Bond Committee	School Board	Bond Committee	School Board	Receive Bids	Bond Committee	School Board	Project Completion
Elem Schools										
Ackerman	3-Aug-05	22-Sep-05								01-Aug-07
Elementary #24										
Overlot Grading					08-Sep-05	12-Sep-05	14-Sep-05	15-Sep-05	19-Sep-05	21-Nov-05
Public Improv.					08-Sep-05	12-Sep-05	25-Oct-05	27-Oct-05	076(0)-3(5)]TJ /TT1 7.075 339.75 Tm [(2)-	

AGENDA SUMMARY SHEET

AGENDA ITEM:	Elementary TerraNova Report
Meeting Date:	November 21, 2005
Department:	Planning, Evaluation & Information Services
Title and Brief Description:	Elementary Grades (3rd and 4th) administer the TerraNova in the fall. This report presents district and building level results.
Action Desired:	Approval ___ Discussion x__ Information Only ____
Background:	Scores continue at the high level seen in past years. Math scores show the highest performance (78th and 79th percentile). Approximately 50% of the 3rd and 4th grade students scored in the top quartile, nationally.
Options/Alternatives Considered:	N.A.
Recommendations:	Use the results to monitor programs and the strategic objectives.
Strategic Plan Reference:	Strategic objectives and the mission statement.
Implications of Adoption/Rejection:	N.A.
Timeline:	N.A.
Responsible Persons:	John Crawford

Superintendent's Signature: _____

Elementary TerraNova


Comparison of Prior (3rd grade) TerraNova
and Current (4th grade) TerraNova
Median Per246vn288(x)W05i
90
85
80
75
70
65
60
55
50

TerraNova School Level Results: National Percentiles of the Mean NCE

	Terra Nova READING 2004-05	Terra Nova READING 2005-06	Terra Nova MATH 2004-05	Terra Nova MATH 2005-06	Terra Nova LANGUAGE 2004-05	Terra Nova LANGUAGE 2005-06	Terra Nova TOTAL SCORE 2004-05	Terra Nova TOTAL SCORE 2005-06	TerraNova SCIENCE 2004-05	TerraNova SCIENCE 2005-06	TerraNova SOC STDY 2004-05	TerraNova SOC STDY 2005-06	TCS/2 2004-05	TCS/2 2005-06
DISTRICT														
3	69	68	79	79	68	68	73	73	71	68	73	71	70	70
4	75	73	79	78	71	70	76	75	69	67	75	74	70	68
ABBOTT														
3	76	79	86	86	74	81	80	84	78	77	81	77	75	78
4	77	77	80	83	75	76	79	80	70	75	78	83	72	77
ACKERMAN														

Terra Nova READING 2004-05	Terra Nova READING 2005-06	Terra Nova MATH 2004-05	Terra Nova MATH 2005-06	Terra Nova LANGUAGE 2004-05	Terra Nova LANGUAGE 2005-06	Terra Nova TOTAL SCORE 2004-05	Terra Nova TOTAL SCORE 2005-06	TerraNova SCIENCE 2004-05	TerraNova SCIENCE 2005-06	TerraNova SOC STDY 2004-05	TerraNova SOC STDY 2005-06	TCS/2 2004-05	TCS/2 2005-06

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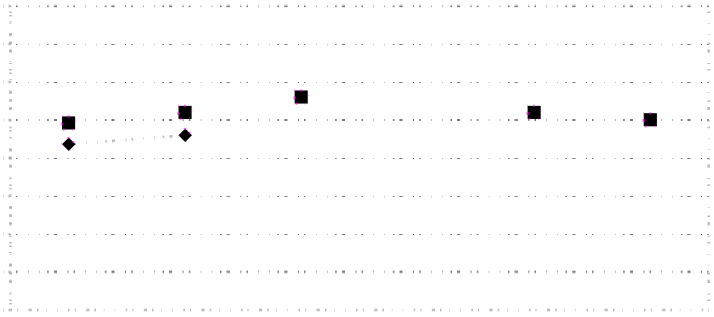
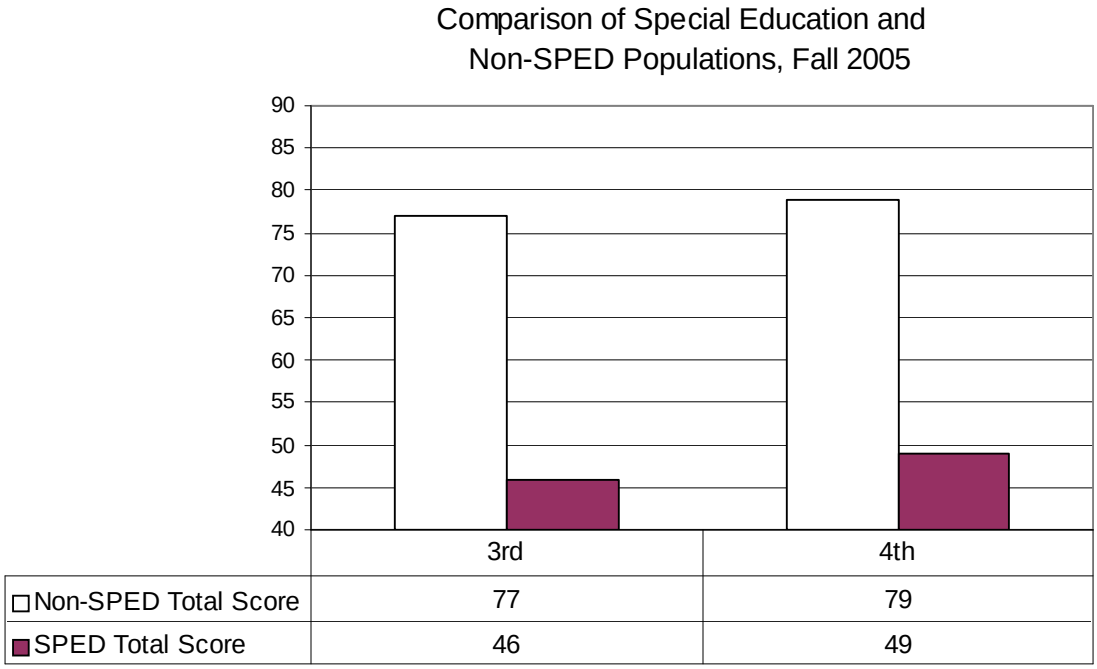


The next chart presents special education scores, disaggregated within the districtwide data, and building-by-building. While the special education scores are generally lower, they range as high as the 75th to the 89th percentile ranks at some buildings. The Special Education scores for the district as a whole are near the national norm of the 50th percentile (at the 46th and 49th percentiles nationally).



TerraNova 2005-06
SPED vs. Non-SPED Disaggregations
National Percentiles

	Total Score Not SPED	Total Score SPED
District		
3	77	46
4	79	49
Abbott		
3	86	41
4	83	57
Ackerman		
3	76	46
4	78	34
Aldrich		
3	86	41
4	94	n.a.
Black Elk		
3	77	53
4	77	21
Bryan		
3	69	30
4	66	49
Cather		
3	73	64
4	78	54
Cody		
3	66	36
4	69	36
Cottonwood		
3	80	43
4	78	51
Disney		
3	73	38
4	78	40
Ezra		
3	81	44
4	82	68

"n.a." indicates there are fewer than 5 students in a SPED group

	Total Score Not SPED	Total Score SPED
Harvey Oaks		
3	85	52
4	82	n.a.
Hitchcock		
3	88	89
4	81	63
Holling Heights		
3	65	37
4	59	35
Montclair		
3	78	56
4	77	75
Morton		
3	78	50
4	78	50
Neihardt		
3	69	42
4	77	27
Norris		
3	74	29
4	72	32
Rockwell		
3	70	20
4	83	37
Rohwer		
3	84	76
4	82	83
Sandoz		
3	69	46
4	79	51
Wheeler		
3	80	40
4	80	60
Willowdale		
3	82	45
4	81	66

"n.a." indicates there are fewer than 5 students in a SPED group

The last chart is a measure of the percent of Millard students who scored at or above the 75th percentile. By the national norming distributions, one would expect 25% of the students to be in the top quartile. However, in the Millard data for the last three years, the percentage in the top quartile has ranged from 48% to 55.5%. The percentages in this top quartile were higher in 2003-04 than in 2004-05 and 2005-06.

TerraNova Percentage of Students in Top Quartile On Total Score

Grade	2003-04	2004/05	2005/06
3rd	52.1%	48%	49.5%
4th	55.5%	53.9%	50.7%

AGENDA SUMMARY SHEET

AGENDA ITEM:	Reteaching Program Evaluation
Meeting Date:	11/21/05
Department:	Planning, Evaluation, & Information Services
Title and Brief Description:	This is the annual report on resources and methods related to the Millard remediation program.
Action Desired:	Approval ___ Discussion X Information Only ____
Background:	The board has asked us to monitor the expenditures of resources and the models in place for reteaching students who do not master the ELO assessments on the first try.
Options/Alternatives Considered:	N.A.
Recommendations:	At the high school level, for the second year in a row, all students who had attained the 225 credits were able to pass all the ELO assessments. Seventy-six students made use of the "demonstration of proficiency" option and 22 were given lowered cutscores on the recommendation of the IEP team.
Strategic Plan Reference:	To meet the district mission.

Implications ossIi o ychE 1 0 0 1 216 2e4(ere)]TJ0ss A.laTi12(pl)-4(,)-246()-24r1

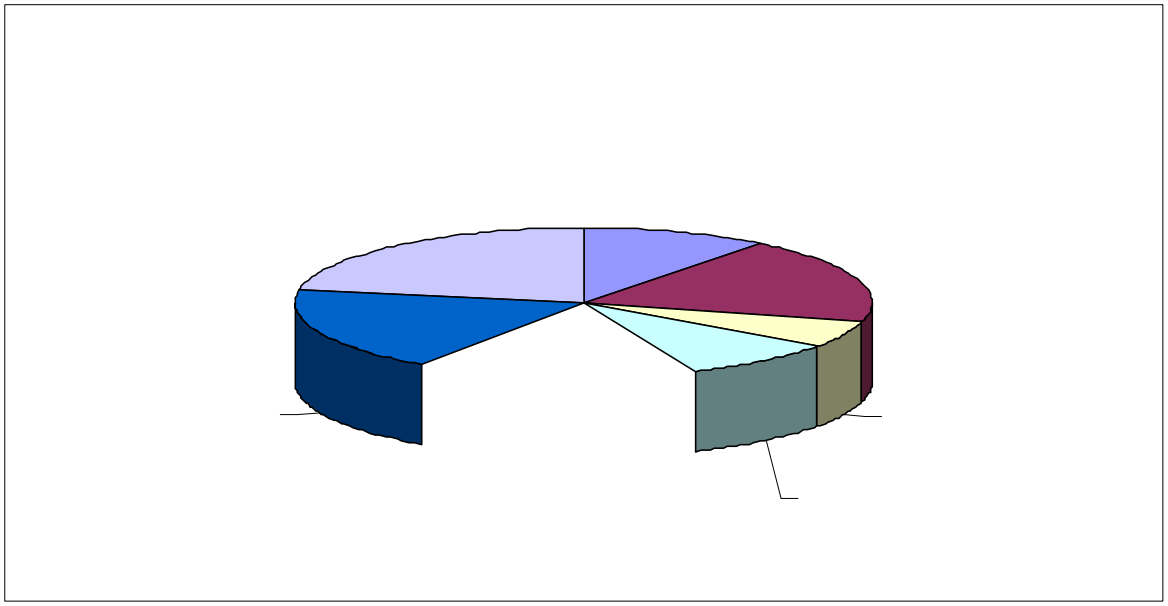
Reteaching Program Evaluation, 2004-2005

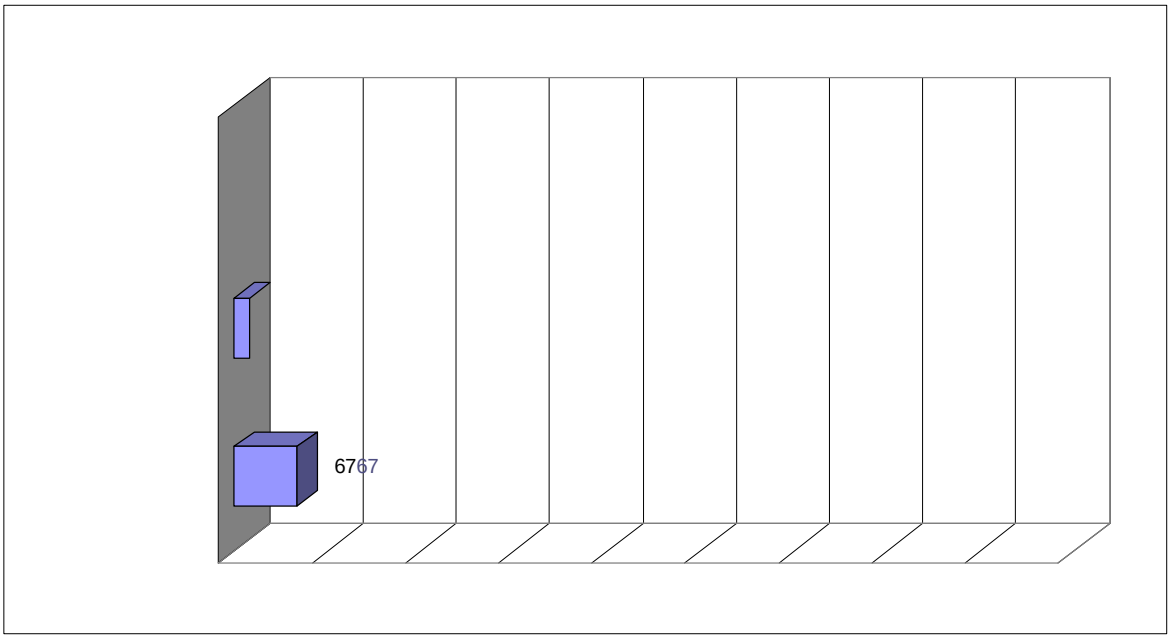
Introduction/Background

This report is intended to provide descriptive information on the reteaching program

Elementary

The following results summarize the reteaching activity at the elementary level for the 2004-2005 school year. The first graph shows the numbers of students in the reteaching program, by the content area in which they were receiving services.

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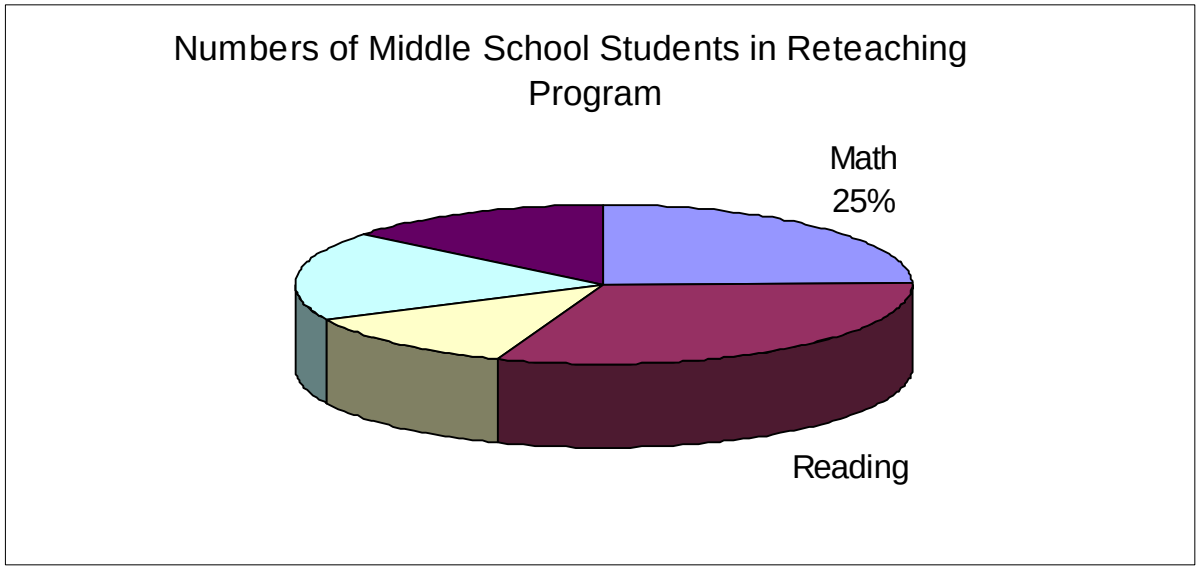
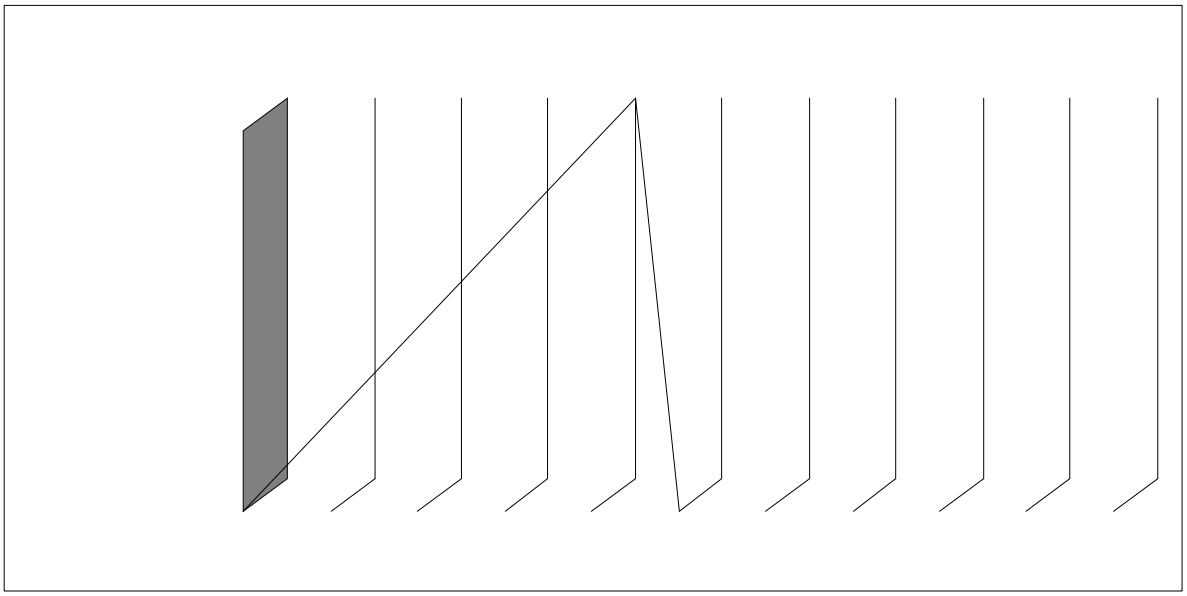
Middle School

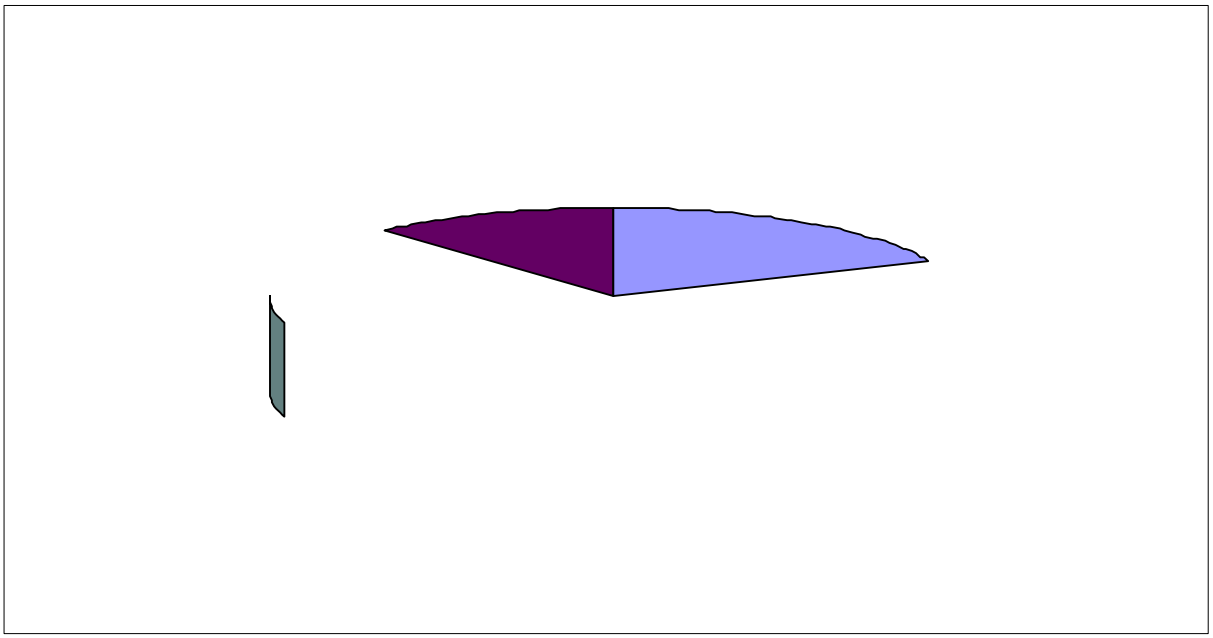
The next 4 graphs summarize reteaching activity at the middle level for 2004-2005. The first graph shows the numbers of students in the reteaching program by content area.



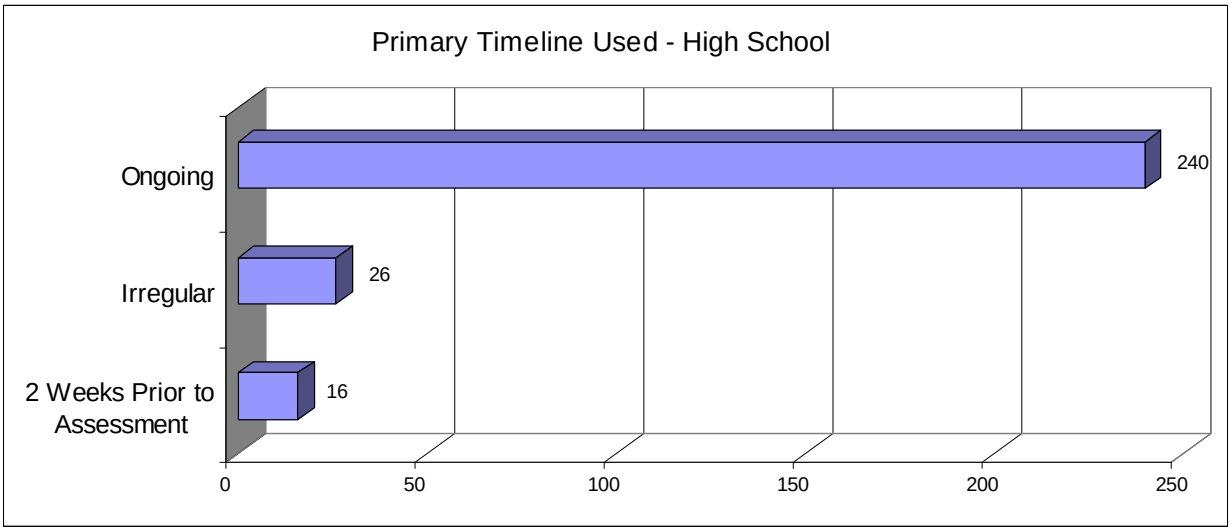


High School

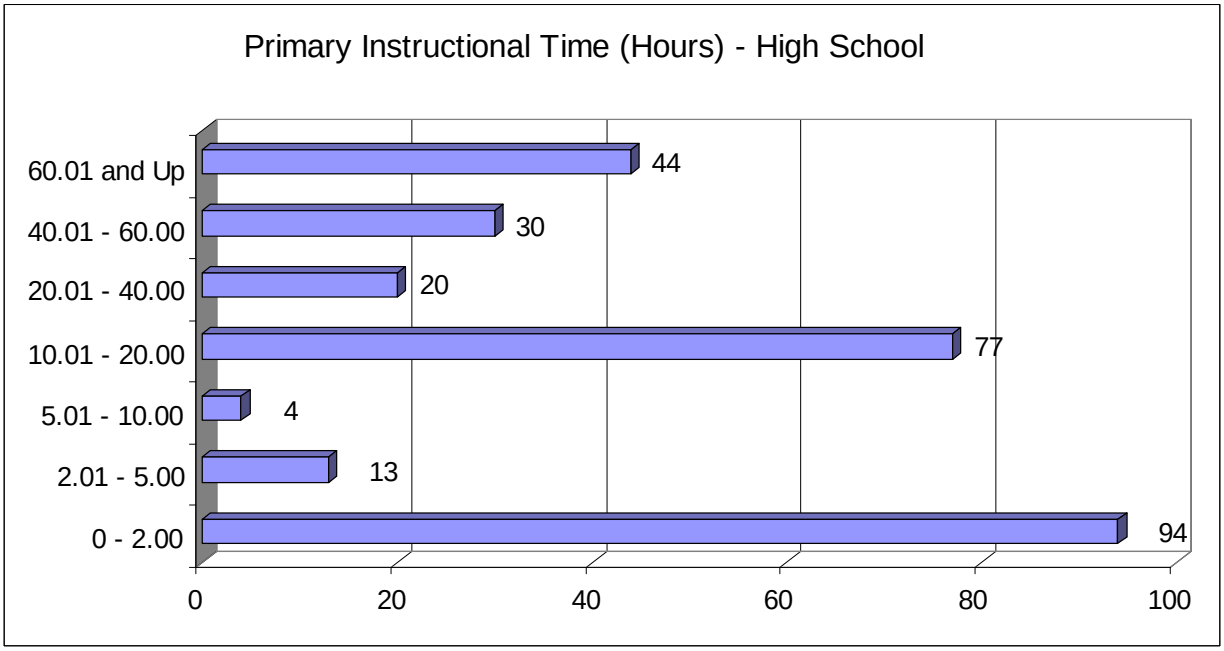
The next 4 graphs summarize reteaching activity at the high school level for 2004-2005
The following graph shows the numbers of students in the reteaching program by content area.



Results for the primary timeline used show about 85% high school reteaching was ongoing throughout the year.



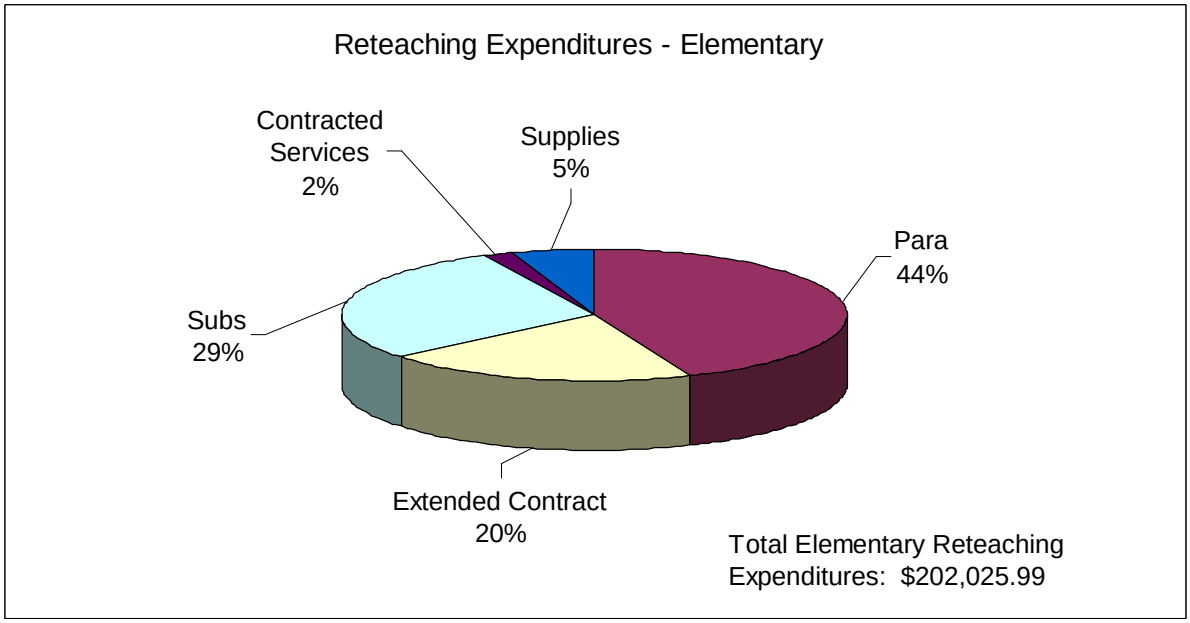
The last graph for high school shows reteaching instruction time in hours. Over one-third of students received 2 hours or less of remedial instruction, 27% of students received 10.01 to 20.00 hours of remediation, and over 26% of high school students were reported as receiving more than 40 hours of remediation.



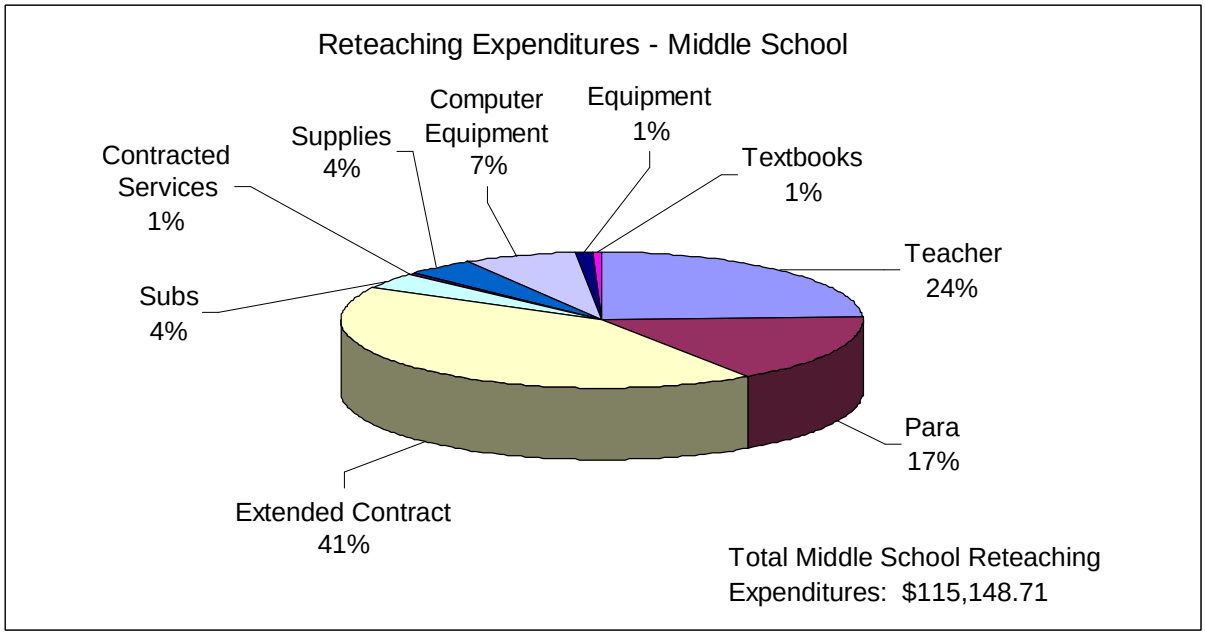
Expenditures

In the 2004-2005 school year, approximately $483,000 was allocated for the reteaching program. The following graphs show that the sum of the actual expenditures totaled $427,303.

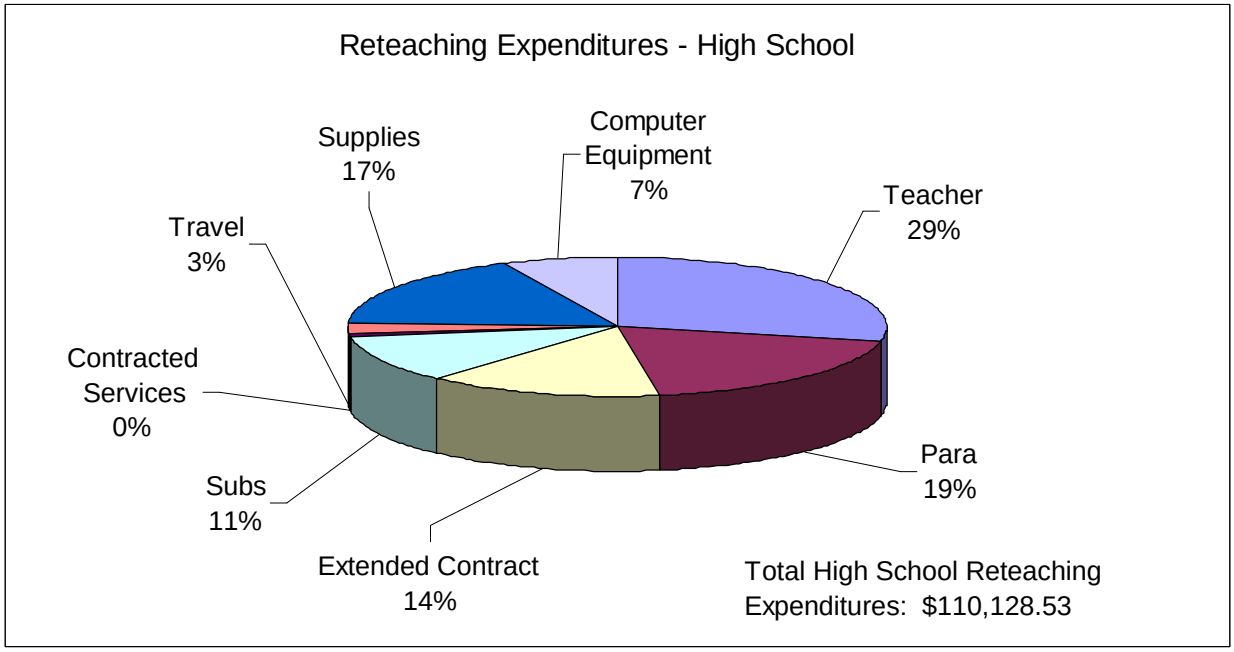
About 73% of the funds for elementary programs went to paraprofessionals and substitute teachers.



At the middle level, the largest expenditure categories were extended contracts and teacher salaries, making up 65% of the total.



At the high school level, the two largest categories of expenditures were teachers and paras, amounting to 48% of the total.


Reteaching Expenditures - High School
Supplies 17%
Computer Equipment 7%
Teacher 29%
Travel 3%
Contracted Services 0%
Para 19%
Subs 11%
Extended Contract 14%
Total High School Reteaching Expenditures: $110,128.53

Reteaching Outcomes

During 2004-05, a number of new assessments were piloted. These "pilot" exams are not

Appendix:

Definitions of Program Codes for Tracking Reteaching Interventions

Instructor

- "Teacher Reg. Assignment" – This should be selected if, as the name indicates, the student's regular classroom teacher or subject area teacher was the person to provide reteaching. This should only be checked if the reteaching offered was readily identifiable as being separate from regular classroom instruction. This item should not be checked if reteaching was so integrated as to be indistinguishable from regular classroom instruction.
- "Teacher Extra Duty" – This should be selected if certified Millard Public Schools staff are facilitating reteaching outside of their regular contracted hours.
- "Substitute" – This should be checked only if the substitute was the person who actually delivered the reteaching activities. There are situations where a substitute is brought into a classroom to enable the regular teacher to work with designated students on reteaching activities. If that was how reteaching was delivered, then the regular classroom teacher would be the person designated as the person delivering reteaching activities as long as they were distinguishable from regular instruction.
- "Para-professional" – In those situations where a person classified as a para-professional delivered reteaching, either in the student's regular classroom or in a pullout setting, then this item should be checked.
- "Contracted certified teacher" – If a certified teacher is hired specifically to provide reteaching, exclusively or in combination with other duties, then this item should be checked.

Hours Attend/Planned

- The figure entered in this box should indicate the amount of time (in hours) that the student was engaged in reteaching activities. If the student engaged in reteaching activities in the regular classroom, then only tach31(iho4)-25enaivitonl5.248(r)7(s)-2(on)-250(c)9(l)-5(a)-2(s)9(s)-2(i)6(

AGENDA SUMMARY SHEET

AGENDA ITEM:

Diploma Paths Announced for Classes of 2008 and Beyond

A world-class school district facilitates student goal setting. Therefore, beginning with the Class of 2008, high school students in the Millard Public Schools will choose a

Board member question about how many graduated with bare minimum of 25 credits in math and 25 credits in science:

In 2003-04,

131 graduated with only 25 credits in math
188 graduated with only 25 credits in science
58 graduated with only 25 credits in both math and science, and
261 graduated with the bare minimum in either math or in science (131 plus 188 minus the 58)

So, out of a class of ~1500 seniors, we have about 17 percent who are not taking beyond the minimum.

At the state level, there were very few districts having 25 credits as the requirement in math. About ½ of the districts in the state require more math, and about ½ require less math, putting us near the 50th percentile.

Requirements for Graduation

Millard	English – 4 years Math – 2.5 years Science – 2.5 years S. Studies – 3 years

MNHS Diploma Options

Liberal Arts	(16.9%)		
Commended	(10.4%)	53	3-IB
Distinguished	(6.5%)	33	11-IB
Specialty	(19.5%)		
Commended	(17.7%)	90	4-IB
Distinguished	(1.8%)	9	0-IB
Regular	(63.7%)		
		324	
TOTAL		509	

English	45	AP	20
Math	40	GPA	3.0
Social Studies	30	Credits	235
Science	30		
Foreign Language	20		

English	40	Specialty	30
Math	25	Specialty GPA	3.0
Social Studies	30	Total GPA	2.0
Science	25	Credits	235
Foreign Language			

Specialty (19.3%)			Specialty Credits	30	Specialty GPA	3.0	
Commended (17.7.%)	90	4-IB	Total Credits	235	Total GPA	2.0	

Average Credits		Average GPA	
Specialty	37.20	Specialty	3.78
Total	254.00	Total	3.31
Total ex-IB included	252.80		
Total no IB or ex-IB	251.96		

No AP classes	52	
Had AP classes	38	4-IB, 2 ex-IB

Average AP for those w/ AP	
ALL	32
ex-IB included	22.8
No IB or ex-IB	18

Liberal Arts Commended		Areas Deficient
English	45	45
Math	40	41
Social Studies	30	1
Science	30	4
Foreign Language	20	5
	165	

Total students w/ deficiencies = 68 (75.6%)

Students w/ 0 deficiencies (22)	Students w/ 1 deficiency (47)	Students w/ 2 deficiencies (16)
Average AP credits = 5	Average AP credits = 22.4 (10.4)	Average AP credits = 3.1
Average total credits = 258.6	Average total credits = 258.9	Average total credits = 251.4
Average GPA = 3.16	Average GPA = 3.36	Average GPA = 3.04
Average core credits = 181.6	Average core credits = 181.1	Average core credits = 165.3

Students w/ 3 deficiencies (4)	
Average AP credits = 0	
Average total credits = 245.6	One student had all Essential classes.
Average GPA = 2.92	
Average core credits = 155	

Specialty Areas	
Architecture	3
Performing Arts	41
Business	30
Family & Consumer Sci.	1
Visual Arts	10
Industrial Technology	5

MNHS Diploma Options

Regular (63.7%)

324

English 45

MSHS Diploma Options

Liberal Arts	(10.4%)			English	45				
Commended (4.1%)	18			Math	40				
				Social Studies	30				
				Science	30				
				Foreign Language	20				
					(165)				
						Total Credits 235		GPA 3.0	AP 20
				Average Core Credits		Average Credits		Average GP A	Average AP
				202.22		276.39		3.63	28.33
								(6 under 3.5)	
Distinguished (6.3%)	28			English	45				

MSHS Diploma Options

Liberal Arts (10.4%)

MSHS Diploma Options

Specialty (29.8%)		Specialty Credits	30	Specialty GPA	3.0
Commended (25.3%)	112	Total Credits	235	Total GPA	2.0
				Average GPA	
		Specialty	37.37	Specialty	3.73
		Total	268.95	Total	3.12

No AP classes	46
Had AP classes	66

Liberal Arts Commended		Areas Deficient
English	45	
Math	40	68
Social Studies	30	
Science	30	18
Foreign Language	20	11
	165	

Total students w/ deficiencies = 106 (94.6%)

Average total credits = 263.1

Students w/ 4 deficiencies (3)

Average total credits = 275

Average core credits = 120

Specialty Areas	
Architecture	8
Performing Arts	47
Business	27
Programming	3
Visual Arts	16
Industrial Technology	10
Health Occupations	1

MSHS Diploma Options

Specialty (29.8%)			Specialty Credits	50	Specialty GPA	3.5
Distinguished (4.5.%)	20		Total Credits	240	Total GPA	2.5
			Specialty	60	Specialty	3.85
			Total	279.25	Total	3.37

Total Credits	Core Credits	GPA	AP	Area(s) Short
275	165	3.618	10	Math
275	165	2.836	10	English and Math
280	175	2.964	0	English and Math
310	200	3.661	45	Math
295	210	3.915	40	English
315	210	4.032	40	English
295	210	4.051	35	English
265	150	2.755	5	English and Math
280	180	3.357	20	English
285	185	3.491	25	English and Math
270	170	2.860	5	Math
235	150	2.745	0	Eng, Math and Sci
295	200	3.610	25	English
265	175	3.906	10	English and Math
290	160	3.741	5	English
250	165	3.560	10	English and Math
290	130	2.780	0	Eng, Math, Sci, FL
265	170	3.075	10	English
270	170	3.389	0	English
280	165	3.107	0	English

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MSHS Diploma Options

Regular (59.8%)
265

English 45

MWHS Diploma Options

Liberal Arts	(25.8%)			English	45				
Commended (14.6%)	53			Math	40				
				Social Studies	30				
				Science	30				
				Foreign Language	20				
					(165)				
						Total Credits 235		GPA 3.0	AP 20
				Average Core Credits		Average Credits		Average GPA	Average AP
				211.42		318.96		3.86	29.43
								(16 under 3.5)	
Distinguished (11.3%)	41			English	45				
				Math	40				
				Social Studies	30				
				Science	30				
				Foreign Language	20				
				Additional Core	40				
					(205)				
						Total Credits 240		GPA 3.5	AP 40
				Average Core Credits		Average Credits		Average GPA	Average AP
				224.88		312.56		4.01	54.15

18 Liberal Arts Commended students had enough total credits and the GPA but not the AP or core credits for the Liberal Arts Distinguished diploma.

4 Liberal Arts Commended students had the GPA, AP and total credits but not the core credits .

24 Liberal Arts Commended students had enough core and total credits.

**2 had AP but not GPA

**5 didn't have AP or GPA

**17 had GPA but not AP

MWHS Diploma Options

Liberal Arts	(25.8%)	
Commended	(14.6%)	53
Distinguished	(11.3%)	41
Specialty	(35.4%)	
Commended	(17.9%)	112
Distinguished	(17.6%)	20
Regular	(38.7%)	
		141
TOTAL		364

English 45 AP 20 English 40 Specialty 30

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MWHS Diploma Options

Specialty (35.4%)		Specialty Credits	30	Specialty GPA	3.0
Commended (17.9%)	65	Total Credits	235	Total GPA	2.0
		Specialty	38.14	Specialty	3.72
		Total	284.92	Total	3.23

No AP classes	28
Had AP classes	37

English	45
Math	40
Social Studies	30
Science	30
Foreign Language	20
	165
GPA	3.0
Credits	235

Specialty Areas

MWHS Diploma Options

Specialty (35.4%)		Specialty Credits	50	Specialty GPA	3.5
Distinguished (17.6.%)	64	Total Credits	240	Total GPA	2.5

Average Credits		Average GPA	
Specialty	65.33	Specialty	3.96
Total	298.59	Total	3.43

No AP classes	29
Had AP classes	35

Average AP for those w/ AP
16.57

Liberal Arts Commended	
English	45
Math	40
Social Studies	30
Science	30
Foreign Language	20
	165
GPA	3.0
Credits	235

Specialty Areas	
Business	13
Industrial Technology	4
Performing Arts	44
Culinary Arts	1
Visual Arts	2

MWHS Diploma Options

Regular	(38.7%)		Have AP Classes		No AP Classes		
	141		50		91		
			Average AP Credits				
			17.7				
			Average GPA		Average GPA		
			3.15		2.57		
			Average Credits		Average Credits		
			277.9		256.02		

21 Students have at least 20 AP credits (Liberal Arts Commended)

18 Students have 1 deficiency

English	5	All but 1 have 235 credits and 3.0 GPA
Math	13	

3 Students have 2 deficiencies

English/Math	3	All have 235 credits and 3.0 GPA

Liberal Arts Commended

English	45
Math	40
Social Studies	30
Science	30
Foreign Language	20
	165
GPA	3.0
Credits	235

AGENDA SUMMARY SHEET

AGENDA ITEM: United Way Campaign Summary - 2005

MEETING DATE: November 21, 2005

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF DESCRIPTION: This is a report on the district United Way Campaign

ACTION DESIRED: APPROVAL ____ DISCUSSION____ INFORMATION ONLY XX

BACKGROUND:

Each year the district supports two charitable fund drives as stated in Community Partnerships 1425 Cooperation with Non-Profit Agencies. The two campaigns are the United Way of the Midlands Campaign and the Millard Public Schools Foundation Campaign.

We conducted another successful United Way Campaign and increased our giving by nearly 10% this year.

We are pleased to announce the top three schools in order were: West High ($10,681), North Middle School ($6,207) and Morton Elementary ($4,901).

I have attached a summary of giving since 1988.

OPTIONS AND ALTERNATIVES CONSIDERED:

RECOMMENDATION:

STRATEGIC PLAN REFERENCE:

IMPLICATIONS OF ADOPTION OR REJECTION:

TIMELINE:

RESPONSIBLE PERSON:

SUPERINTENDENT'S APPROVAL:

(Signature)

November 16, 2005

TO: Keith Lutz

FROM: Angelo Passarelli

RE: United Way Summary of Giving

YEAR	STAFF	STUDENTS	TOTAL	% GROWTH
1988	$35,517	$1,494	$37,011	N/A
1989	$36,279	$3,161	$39,440	6.6%
1990	$36,279	$4,690	$39,692	0.6%
1991	$3,5002	$8,582	$48,612	22.5%
1992	$37,260	$4,634	$41,894	-13.8%
1993	$40-11.51 re h94 0.48 9.96 0 1 26(0-11.51 re h948 re h f 99.23 536.52 95.28 494e h948 re h f			

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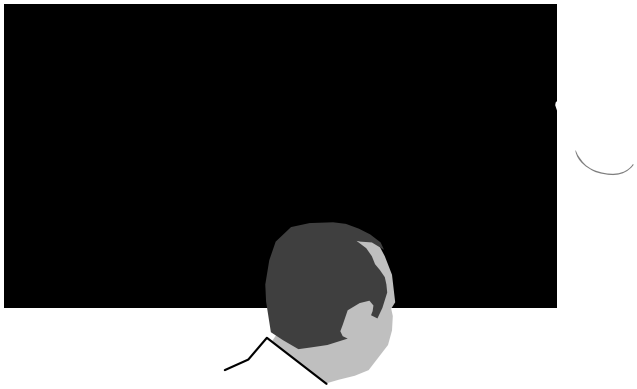
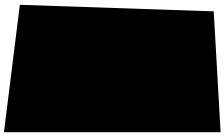
AGENDA SUMMARY SHEET

AGENDA ITEM:	Personnel Report
MEETING DATE:	November 21, 2005
DEPARTMENT:	Human Resources
TITLE AND BRIEF DESCRIPTION:	Human Resources Personnel Report 2005-2006
ACTION DESIRED:	Information Only

BACKGROUND: The annual Personnel Report contains information regarding the District's staffing levels, classroom enrollment averages, teacher preparation, experience, and student

www.mpsomaha.org





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Employee Assistance Program 50

Personnel Distribution

Full-time Equivalency

Employee Class	Staff F.T.E. '04-'05	Staff F.T.E. '05-'06	F.T.E. Change
Administrators	82.00	85.00	3.00
Teachers	1476.11	1529.36	53.25
School Nurses	13.10	13.60	0.50
Professional Technical Salaried	41.80	43.30	1.50
Professional Technical Hourly	149.05	154.19	5.14
Educational Paraprofessionals	283.83	296.89	13.06
Custodial/Maintenance	173.06	182.44	9.38
Food Service	124.94	126.82	1.88
Totals	2343.89	2431.60	87.71

Employee Count

Employee Class	Staff Count '04-'05	Staff Count '05-'06	# Change
Administrators	82	85	3.00
Teachers	1521	1573	52.00
School Nurses	14	14	0.00
Professional Technical Salaried	43	46	3.00
Professional Technical Hourly	161	168	7.00
Educational Paraprofessionals	378	379	1.00
Custodial/Maintenance	178	187	9.00
Food Service	165	163	-2.00
Totals	2542	2615	73.00

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Elementary Regular Classroom Averag e

	Sections	Students	05-06	04-05	03-04	02-03	01-02	00-01	99-00	98-99	97-98
Abbott	19	424	22.3	22.0	22.0	21.9	23.0	22.3	24.4	23.6	23.1
Ackerman	26	592	22.8	23.7	22.7	23.4	22.7	22.3	21.9	22.3	23.0
Aldrich	20	395	19.8	22.2	21.9	21.6	19.7	20.2	22.0	21.9	22.6
Black Elk	26	588	22.6	21.4	22.2	21.5	22.3	21.0	21.9	22.5	21.8
Bryan	18	360	20.0	19.8	20.7	19.3	18.7	21.7	20.7	22.0	21.5
Cather	19	413	21.7	21.7	21.4	21.4	19.6	19.0	20.5	21.2	21.1
Cody	11	180	16.4	15.8	16.8	15.8	20.0	18.0	16.9	17.1	18.7
Cottonwood	17	344	20.2	22.1	21.0	20.5	20.4	20.6	21.4	21.7	21.9
Disney	14	252	18.0	20.9	19.6	18.3	19.3	19.5	20.4	20.3	21.8
Harvey Oaks	12	262	21.8	21.4	21.1	20.7	19.0	20.5	19.5	20.3	21.1
Hitchcock	11	196	17.8	19.2	17.5	18.2	19.3	19.7	19.3	19.8	20.3
Holling Heights	19	397	20.9	20.8	20.0	18.3	20.3	21.3	19.5	21.5	21.2
Ezra Millard	19	412	21.7	22.7	21.4	20.5	21.2	22.2	21.6	21.6	22.4
Montclair	24	555	23.1	21.8	21.7	21.5	20.5	20.6	22.8	23.0	22.6
Morton	17	364	21.4	21.0	20.1	20.9	21.1	21.1	20.3	23.5	22.7
Neihardt	26	566	21.8	22.3	21.0	22.5	21.6	21.8	21.9	22.6	21.7
Norris	16	329	20.6	19.7	20.4	18.5	20.8	21.9	19.0	20.6	21.9
Reeder	25	510	20.4	-	-	-	-	-	-	-	-
Rockwell	16	321	20.1	20.3	19.4	18.6	18.2	20.3	18.1	19.9	21.9
Rohwer	19	401	21.1	21.8	22.6	21.2	22.1	21.1	16.2	-	-
Sandoz	15	283	18.9	20.4	21.8	19.3	20.1	20.8	19.6	21.6	21.4
Wheeler	25	522	20.9	21.1	23.5	21.6	19.9	20.9	20.5	-	-
Willowdale	18	425	23.6	22.1	22.1	20.7	21.7	21.4	22.0	22.4	23.5
Average	432	9091	21.0	21.3	21.2	20.6	20.6	20.9	20.7	21.7	21.9

Secondary Classroom Averages by Subject Area

2004-2005

	North	South	West	AMS	BMS	CMS	KMS	NMS	RMS
Grade 6	-	-	-	24.3	24.2	22.3	22.3	23.5	23.7
Art	20.6	21.8	23.8	19.8	24.4	16.1	20.8	21.3	16.3
Family Consumer Science	24.8	21.9	23.5	16.9	15.4	16.6	20.6	22.4	16.3
Industrial Technology	16.9	18.4	17.0	16.1	27.6	14.7	20.7	21.5	16.3
P.E.	26.3	24.2	24.9	23.6	23.4	32.8	26.5	25.1	32.7
Health	-	-	-	30.5	21.9	32.5	19.4	24.7	35.2
Business	21.7	18.4	23.4	-	-	-	-	-	-
Vocal Music	23.1	48.6	29.2	37.6	26.6	25.6	28.4	22.8	25.2
Instr. Music	48.0	65.5	17.6	22.7	24.7	30.0	27.6	33.6	38.0
Reading	13.5	18.8	-	23.3	24.9	21.2	19.7	22.4	25.6
Computers	13.4	10.3	17.0	18.0	14.2	15.4	16.1	18.6	16.3
Math	22.8	22.5	24.0	23.2	23.1	22.0	21.2	19.7	24.9
English	23.5	21.8	22.3	23.5	23.1	21.3	21.2	19.5	24.9
Science	22.7	20.5	23.6	25.1	23.7	21.7	22.1	20.1	24.9
Social Studies	24.9	23.6	25.5	24.8	23.3	22.4	22.1	20.1	24.9
Foreign Language	20.1	22.6	21.4	14.1	16.8	22.1	22.2	13.2	18.5

2005-2006

	North	South	West	AMS	BMS	CMS	KMS	NMS	RMS
Grade 6	-	-	-	25.1	21.2	22.8	23.8	21.4	25.5
Art	21.1	22.3	21.7	17.5	16.3	15.4	20.5	24.0	17.2
Family Consumer Science	24.4	23.1	24.6	17.3	16.0	13.4	21.3	22.7	17.2
Industrial Technology	16.6	16.9	15.6	15.1	28.0	13.1	19.6	20.7	34.4
P.E.	25.8	23.6	25.7	24.9	23.7	30.7	25.9	24.6	34.4
Health/KnowYrslf	-	-	-	22.1	26.2	30.3	20.1	21.7	28.6
Business	21.8	19.2	17.7	-	-	-	-	-	-
Vocal Music	29.7	59.0	111.3	34.3	27.8	32.3	26.0	25.6	32.0
Instr. Music	78.5	48.0	34.9	23.0	21.3	33.7	16.1	22.1	37.0
Reading	8.0	13.2	-	24.4	23.0	22.4	22.7	23.5	27.2
Computers	14.4	16.4	-	16.1	14.5	15.7	19.1	21.9	18.8
Math	22.1	21.8	22.8	23.1	22.4	23.4	22.2	21.5	24.9
English	23.8	21.8	24.2	24.1	22.3	23.4	23.9	21.6	25.5
Science	23.1	21.0	24.2	25.7	22.6	23.4	23.9	21.9	26.0
Social Studies	24.7	22.9	24.7	25.6	22.6	23.4	23.9	22.0	26.0
Foreign Language	22.0	23.2	22.2	14.6	14.8	18.7	22.8	20.9	26.5

Middle Level Average Class Size:	21.8
High School Average Class Size:	22.7
Total Secondary Average Class Size:	22.3

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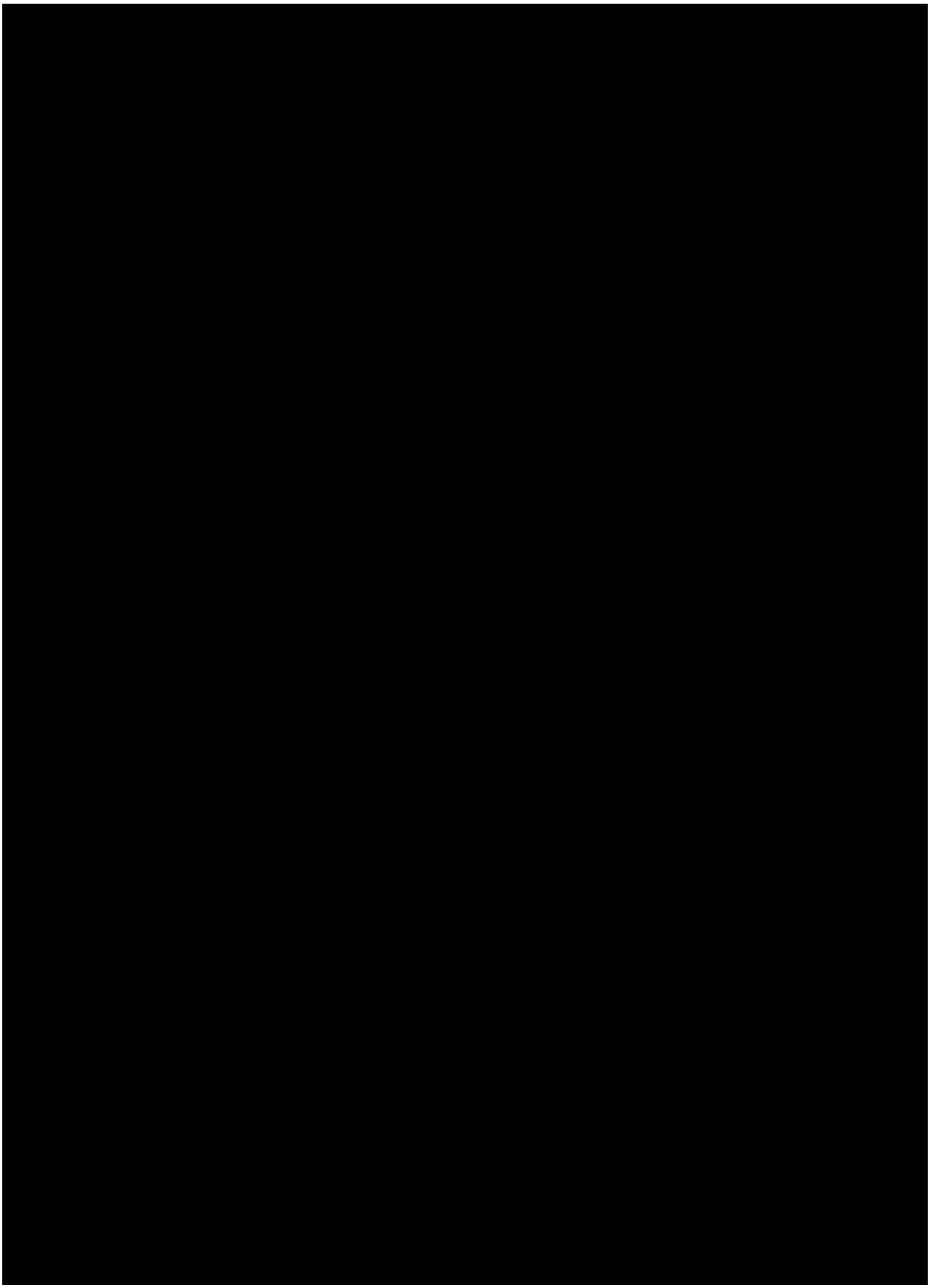
Staff Turnover

Staff Terminations September 1, 2004 through August 31, 2005

Reason	Admin	Tchr	Nurse	PTS	PTH	Para	Cust	Fd Srv
Continuing Education						1	2	
Contract Expired			2			1		
Deceased			1			1		1

Newly Hired Teacher Retention for the Last 6 Years

Year												
	Rookies	All Hires	Rookies	All Hires	Rookies	All Hires	Rookies	All Hires	Rookies	All Hires	Rookies	All Hires
# of New Hires	61	136	69	149	86	168	40	116	32	88	67	134
# Still on Contrac	23	53	32	69	54	107	24	67	25	67	59	122
% Retained in 05-06	38%	39%	46%	46%	63%	64%	60%	58%	78%	76%	88%	91%
		(84%)										
# leaving end of 99-00	9	22		(80%)								
# leaving end of 00-01	13	25	18	30		(87.5%)						
# leaving end of 01-02	8	14	7	18	8	21		(88%)				
# leaving end of 02-03	1	4	3	10	7	11	4	14		(84%)		
# leaving end of 03-04	5	14	4	12	10	16	8	16	4	14		(91%)
# leaving end of 04-0	0	2	4	5	10	7	13	4	19	3	7	8	12
# Leaving Total	38	83	37	80	32	61	16	49	7	21	8	12



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Recruiting Report 2004-05

August, 2004	UNO Student Teacher Symposium
October, 2004	Wayne State College
October, 2004	Student Teacher Interview Fair at DSAC
October, 2004	Midland College
October, 2004	Nebraska Wesleyan Interview Fair
October, 2004	UNL Fall Recruitment Day
January, 2005	UNO Student Teacher Symposium
March, 2005	

New Staff Facts for RecruitmentClass of 05-06 (as of 8/2/05):

- We have hired 167 new certified staff members for 2005-2006.
  - 56 Elementary Teachers, 67 Secondary Teachers, 26 Special Education Teachers
  - 8 SLP
  - 3 Counselor
  - 2 Psychologist
  - 1 Nurse
  - 3 Administrators
  - 1 OT/PT

- Degrees:

You have taught in many states and countries that include:

Florida	Arizona	Kentucky
Georgia	Illinois	California
Colorado	Iowa	Missouri
Kansas	Texas	New York
Virginia		

Denmark	Mexico	Spain	England

AND…….at least one of you is from North Dakota! (Krista Chapman 3rd grade teacher at Reeder)

- Fun Facts:
  - We hired a Husband/Wife team
  - We hired two Special Education teachers who will work as a team and worked as a team in another district
  - One of you is an IT teacher who worked for Millard, married another Millard IT teacher and is now filling his spot after his retirement
  - One of you was an actor/entertainer in California
  - Editor for “Taste of Home” Magazine
  - Two of you have a law degree
  - Three of you were paraprofessionals in the district before becoming our teachers

- You are:

Authors	Triathlon athletes	Photographers
Actors	Magazine and newspaper editors	
Attorneys	Sunday School Teachers	Lifeguards
Coaches	Water polo enthusiasts	Musicians
Singers	Chemists	Gardeners
Soccer players	Baseball players	Graduates of Millard Schools

Former Millard teachers coming back to us
First year teachers
veteran teachers
10 of you have had no summer break due to the CADRE program
At least 5 of you are embarking on second careers

- New Teacher Comments:

Relationships are the best part about teaching. And the best part about relationships? Influence! The connections I had with my high school history teacher influenced me to become a teacher. The fact that I can influence students lives for better gets one excited like a hare in a tortoise race.

Teaching is about patience and trying new and different techniques in order to reach all children. When you realize your time and effort is paying off and a child is bettered for it – that is the reason we become teachers.

When my students learn something new, conquer a fear, reach a goal or just make a decision, I feel special.

Teaching is a second career for me that I've been drawn to through experiences raising my family. As a parent, I have appreciated the contributions of the educators who have had an influence on the development of my children and I would like to make a contribution back.

The best part of teaching is the "light bulb" moments. These moments are not just intellectual, but social and emotional as well. When you have a true connection with your students, it is overwhelming to see them understand or apply that which you have taught.

Teaching is about patience and trying new and different techniques in order to reach all children. When you realize your time and effort is paying off and a child is bettered for it – that is the reason we become teachers.

The teaching profession is not only a job and responsibility, but a privilege. I am honored to be a teacher and I believe it shows in my personality and educating.

Student Teacher Placements 2004-05

MIDDLE SCHOOL

Teaching Area	AMS	CMS	KMS	NMS	RMS	BMS	TOTAL
Grade 6			1			1	2
Art							
Business							
Counseling							
English			1				1
Foreign Language					1		1
Health	1						1
Family Con Science		1					1
Industrial Arts							
Math		1			1		2
Media							
Music							
Nurse							
Physical Education					1		1
Science	2						2
Social Studies	1		2		1		4
SPED							
TOTAL	4	2	4	0	4	1	15

HIGH SCHOOL

Teaching Area	SOUTH	NORTH	WEST	TOTAL
Art			1	1
Business		1		1
Counseling				
English		3	3	6
ESL				
Foreign Language		1		1
Health				
Family Con Science		2		2
Industrial Arts	1			1
Math		1		1
Media				
Music			2	2
Nurse				
Physical Education				
Science			2	2
Social Studies		3	4	7
SPED				
TOTAL	1	11	12	24

Student Teacher Placements 2004-05 (continued)

ELEMENTARY	Pre-K	K	1-3	4,5	Spec.	Total
Abbott			1	4	1	6
Aldrich			2	1		3
Ackerman			4	1		5
Black Elk			2		1	3
Bryan		1		1		2
Cather						0
Cody		2	2			4
Cottonwood		1	2	1	1	5
Disney				2		2
Harvey Oaks						0
Hitchcock			1		1	2
Holling Heights		1	3		2	6
Ezra Millard			2		1	3
Montclair			2		1	3
Morton		1		1	1	3
Neihardt			3	2		5
Norris		1			1	2
Rockwell				2		2
Rohwer						0
Sandoz						0
Wheeler		1			2	3
Willowdale			1			1
TOTAL	0	8	25	15	12	60

TEACHING AREA	UNO	UNL	UNK	WAYNE	OTHER	TOTAL
Elementary	35	5	4	7	6	57
Secondary	16	7	1	1	8	33
SPED/Counseling	5	0	1	0	0	6
TOTAL	56	12	6	8	14	96

Staff Absences

Days Absent by Reason by Employee Group 2004-05

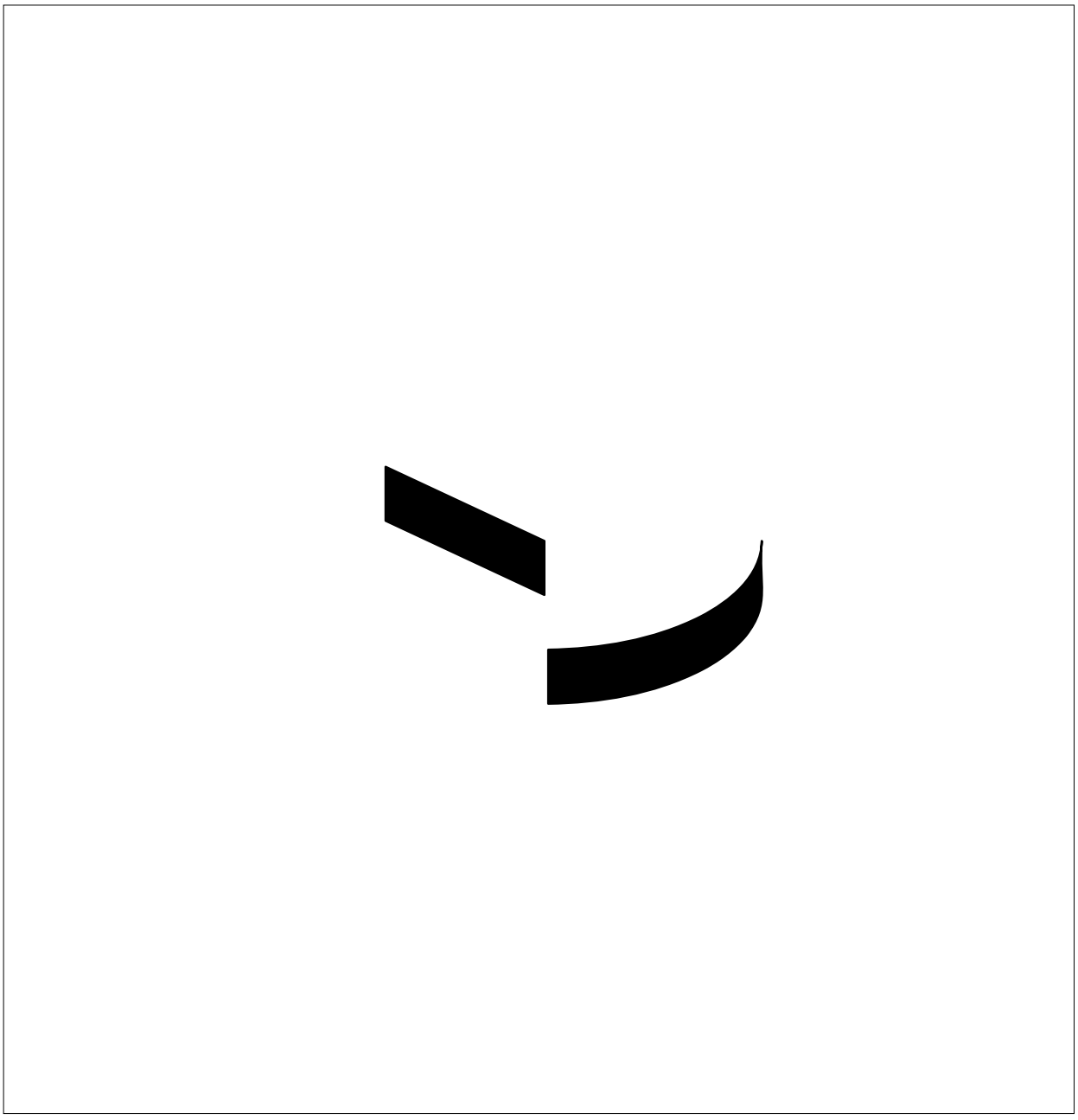
Reason	Admin	Teachers	Nurses	ProfTechS	ProfTechH	EdPara	CustMaint	Food Serv
Personal Illness	138.50	4,212.30	23.50	115.00	623.47	1,373.75	1,171.59	556.88
Family Illness	63.00	2,345.50	16.50	107.00	296.41	678.50	214.25	276.53

PERSONNEL REPORT

Personnel Distribution History

School	F.T.E.						Total	Total	Ratios			
Year	Adm	Tch	Nur	PT/EP	FS	CM	Staff	Students	Stu/ Staff	Stu/ Tea	Staff/ Adm	Tch/ Adm

PERSONNEL REPORT



PERSONNEL REPORT