


**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 May 3, 2004, at Don Stroh Administrative Center
5606 South 147th Street
Dated this 3rd day of May, 2004.

Jean Stothert - President



Linda Poole - Vice President



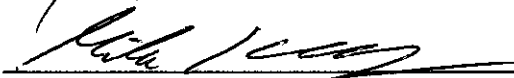
Brad Burwell - Secretary



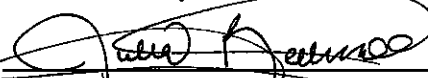
Julie Johnson, Treasurer



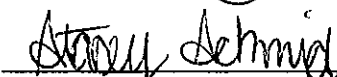
Mike Pate, Member



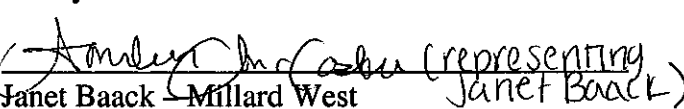
Mike Kennedy, Member



Julia Beckwith - Millard North



Stacey Schmid - Millard South


Janet Baack - Millard West (representing Janet Baack)

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

Notice is hereby given of a Board of Education meeting of School District No. 17, in the County of Douglas, which will be held at 7:00 p.m. on **Monday, May 3, 2004** at 5606 South 147th Street, Omaha, Nebraska.

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

BRAD R. BURWELL,
Secretary

4-30-04

**THE DAILY RECORD
OF OMAHA**

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

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

LYNDA K. HENNINGSEN

being duly sworn, deposes and says that she is

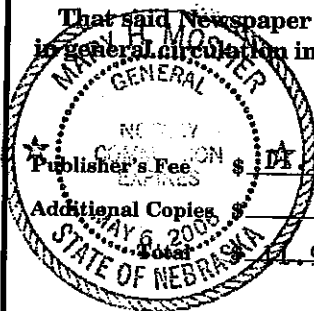
ASSOCIATE PUBLISHER

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

April 30, 2004

REC'D MAY - 4 2004

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



Ronald A. Henningsen
Subscribed in my presence and sworn to before

me this 30th day of
April 2004

[Signature]
Notary Public in and for Douglas County,
State of Nebraska

BOARD OF EDUCATION MEETING - MAY 3, 2004

NAME:

REPRESENTING:

Heidi Schuman	Polver
Trish Lanning	UNL Student
Erik Chaussep	Abbott
Ray Smith	Kurtak Rock
Steve Nichols	Sherwin-Williams
Carol Holder	Ackerman
Linda Taylor	Skate Land
Pat Bedbaw	Black Elk
Ben Mordant	Black Elk
Cheri Metzner	Black Elk
Mary Morrissey	Black Elk
Tom Chaf	Black Elk
Lisa Wurtel	"
Nancy Braneche	Black Elk
Dana Fox	Black Elk
Seth Allron	"
TJ Kloewer	Black Elk
Jessica Wade	(Black Elk)
Annets Akali	BS
Doreen Whithore	Black Elk
Shari Johnson	Black Elk

BOARD OF EDUCATION MEETING - MAY 3, 2004

NAME:

REPRESENTING:

<u>NAME:</u>	<u>REPRESENTING:</u>
DeEtta Wancoszewicz	Kirckman/Kadache ^{Chair}
Jeremy Garrett	Ackerman/Rainbow Recording
Heather Meady	myself
Amanda Clark	MNMS
Jen Carlson	Rockwell
Marge Welch	RMS
Jan Kloke	Hitchcock El
Bon Trox	Rockwell
Donald	RMS
Kathie Sparks	Omaha State Bank
Rick BACANI	OMAHA STATE BANK
Lutens Besembinders	Ackerman/Rainbow Rec.
Sandi Cole	Cody - Jayson
Janis L. Foster	Ackerman Jayson
Doug Steinkruger	NP Dodge
Mark Varn	CV'S FLORAL
Pauline Bednar	Remington Heights
Amy Bixfel	Remington Heights
Amber McCaskill	Milard West Student Council
Nils Anders Erickson	Rainbow Recording ^{Janet} _{Boock}
Quana Ringleb	Black Elk Elementary
Karl Sheppard	Black Elk

BOARD OF EDUCATION MEETING - MAY 3, 2004

NAME:

REPRESENTING:

Tess Bryn

Student MW

James Septar

Student MW

Scott + Herrig

Student MW

Mallory Masterson

student MW

Doug Charvat

student MW

Tony Leuy

MEA

Travis Stipe

Miller

Brandon Blakemore

West

Janey Strobel

Student MW

Sarah Burger

Student MW



BOARD OF EDUCATION
MEETING



MAY 3, 2004

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

BUSINESS MEETING
7:00 P.M.

DON STROH ADMINISTRATION CENTER
5606 SOUTH 147th STREET
MAY 3, 2004

6:00 P.M. – PAYBAC RECEPTION

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 – April 19, 2004
 - *2. Approval of Bills
 - *3. Receive the Treasurer’s Report and Plan on File
- F. Information Items
 - 1. Employees of the Month
 - 2. Showcase: PAYBAC Recognition Awards
 - 3. Superintendent’s Report
 - 4. Board Comments/Announcement
 - 5. Report from Student Representatives
- G. Unfinished Business
- H. New Business
 - 1. Approval of Rule 4155.1 – Personnel – Code of Ethics
 - 2. First Reading of Policy 5146 – Pupil Services – Student Accident Insurance
 - 3. Approval of Rule 5600.3 – Pupil Services – Student Health
 - 4. Approval of Rule 5710.1 – Pupil Services – Student Records
 - 5. Approval of Rule 5720.1 – Pupil Services – Records Retention and Disposition
 - 6. Approval of Rule 6700.6 – Curriculum, Instruction, and Assessment – Extracurricular School Sponsored Clubs and Activities and Interscholastic Athletics and Activities (Travel and Trips)
 - 7. RESOLUTION APPROVING THE FORMATION OF THE SUBURBAN SCHOOLS BUILDING CORPORATION AND THE ASSISTANCE OF SUCH CORPORATION ON BEHALF OF DOUGLAS COUNTY SCHOOL DISTRICT 017 (MILLARD PUBLIC SCHOOLS) TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, IMPROVING AND EQUIPPING OF A NEW ELEMENTARY SCHOOL (“PROJECT”); AUTHORIZING THE EXECUTION AND DELIVERY BY THE DISTRICT OF A SCHOOL FACILITIES LEASE WITH OPTION TO PURCHASE AGREEMENT (“AGREEMENT”) WITH SUCH CORPORATION AND OF A CONTINUING

DISCLOSURE UNDERTAKING; APPROVING THE ISSUANCE OF UP TO \$6,500,000 OF CERTIFICATES OF PARTICIPATION IN THE DISTRICT'S LEASE RENTAL PAYMENTS UNDER THE AGREEMENT; APPROVING THE FORMS OF AN INDENTURE OF TRUST, PRELIMINARY OFFERING CIRCULAR AND CERTIFICATES PURCHASE AGREEMENT; AGREEING TO ACCEPT TITLE TO THE PROJECT FOLLOWING THE TERM OF THE AGREEMENT; ESTABLISHING AN EFFECTIVE DATE; AND RELATED MATTERS

8. Assignment of Construction Contract
9. Approval of Contract with the Education Paraprofessional Association of Millard (EPAM)
10. Administrator for Hire
11. Approval of Personnel Action(s): Leave of Absence, Resignations, Contract Amendment, and New Hires
12. Land Acquisition (Executive Session)

I. Reports

1. Enrollment Report
2. Revised Projections
3. 2004 Parent Survey Results

J. Future Agenda Items/Board Calendar.

1. Millard Public Schools Foundation Hall of Fame Banquet on Friday, May 7, 2004 at the Holiday Inn Central
2. Committee of the Whole Meeting on Monday, May 10, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
3. Board of Education Meeting on Monday, May 17, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
4. Employee Recognition Dinner on Wednesday, May 19, 2004 at the Georgetowne Club
5. Graduation on Sunday May 30, 2004 at 1:00 p.m. for Millard South High School, at 4:00 p.m. for Millard West High School, and 7:00 p.m. for Millard North High School at Omaha Civic Auditorium
6. Board of Education Meeting on Monday, June 7, 2004 at 7 p.m. at the Don Stroh Administration Center
7. Board of Education Meeting on Monday, June 21, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street

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

L. Adjournment

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

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

BUSINESS MEETING
7:00 P.M.

STROH ADMINISTRATION CENTER
5606 SOUTH 147TH STREET
MAY 3, 2004

6:00 P.M. - PAYBAC RECEPTION

ADMINISTRATIVE MEMORANDUM

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

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

*E.1. Motion by, _____, seconded by, _____, to approve the Board of Education Minutes – April 19 2004. (See enclosure.)

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

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

F.1. Employees of the Month

F.2. Showcase: PAYBAC Recognition Awards

F.3. Superintendent's Report

F.4. Board Comments/Announcements

F.5. Report from Student Representative

H.1. Motion by, _____, seconded by, _____, to approve Rule 4155.1 – Personnel – Code of Ethics. (See enclosure.)

H.2. First Reading of Policy 5146 – Pupil Services – Student Health Insurance. (See enclosure.)

H.3. Motion by, _____, seconded by, _____, to approve Rule 5600.3 – Pupil Services – Student Health. (See enclosure.)

Administrative Memorandum

May 3, 2004

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- H.4. Motion by, _____, seconded by, _____, to approve Rule 5710.1 – Pupil Services – Student Records. (See enclosure.)
- H.5. Motion by, _____, seconded by, _____, to approve Rule 5720.1 – Pupil Services – Records Retention and Disposition. (See enclosure.)
- H.6. Motion by, _____, seconded by, _____, Rule 6700.6 – Curriculum, Instruction, and Assessment – Extracurricular School Sponsored Clubs and Activities and Interscholastic Athletics and Activities (Travel and Trips). (See enclosure.)
- H.7. Motion by, _____, seconded by, _____, to approve the adoption of the RESOLUTION APPROVING THE FORMATION OF THE SUBURBAN SCHOOLS BUILDING CORPORATION AND THE ASSISTANCE OF SUCH CORPORATION ON BEHALF OF DOUGLAS COUNTY SCHOOL DISTRICT 017 (MILLARD PUBLIC SCHOOLS) TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, IMPROVING AND EQUIPPING OF A NEW ELEMENTARY SCHOOL (“PROJECT”); AUTHORIZING THE EXECUTION AND DELIVERY BY THE DISTRICT OF A SCHOOL FACILITIES LEASE WITH OPTION TO PURCHASE AGREEMENT (“AGREEMENT”) WITH SUCH CORPORATION AND OF A CONTINUING DISCLOSURE UNDERTAKING; APPROVING THE ISSUANCE OF UP TO \$6,500,000 OF CERTIFICATES OF PARTICIPATION IN THE DISTRICT’S LEASE RENTAL PAYMENTS UNDER THE AGREEMENT; APPROVING THE FORMS OF AN INDENTURE OF TRUST, PRELIMINARY OFFERING CIRCULAR AND CERTIFICATES PURCHASE AGREEMENT; AGREEING TO ACCEPT TITLE TO THE PROJECT FOLLOWING THE TERM OF THE AGREEMENT; ESTABLISHING AN EFFECTIVE DATE; AND RELATED MATTERS. (See enclosure.)
- H.8. Motion by, _____, seconded by, _____, to that the District assign its interest in the contract with Hawkins Construction Company for the construction of Elementary #23 to the Suburban Schools Building Corporation. (See enclosure.)
- H.9. Motion by, _____, seconded by, _____, to approve the contract with the Education Paraprofessional Association of Millard (EPAM). (See enclosure.)
- H.10. Motion by, _____, seconded by, _____, to approve administrator for hire: Roberta Deremer, principal at Harvey Oaks Elementary. (See enclosure.)
- H.11. Motion by, _____, seconded by, _____, to approve Personnel Actions: Leave of Absence, Resignations, Contract Amendment, and New Hires. (See enclosure.)

H.12. Land Acquisition (Executive Session)

I. Reports

1. Enrollment Report
2. Revised Projections
3. 2004 Parent Survey Results

J. Future Agenda Items/Board Calendar

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L. Adjournment

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

SCHOOL DISTRICT NO 17

A meeting was held of the Board of Education of the School District No. 17, in the County of Douglas in the State of Nebraska. This meeting was convened in open and public session at 7:00 p.m., Monday, April 19, 2004 Don Stroh Administration Center, 5606 South 147th Street.

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

Notice of this meeting was given in advance thereof by publication in the Daily Record on April 16, 2004; a copy of the publication is being attached to these minutes. Notice of this meeting was given to all members of the Board of Education and a copy of their Acknowledgment of Receipt of Notice and the agenda are attached to these minutes. Availability of the agenda was communicated in advance notice and in the notice of the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

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

Roll call was taken and members present were: Jean Stothert, Linda Poole, Brad Burwell, Julie Johnson, and Mike Kennedy were present. Absent at the time of roll call was Mike Pate. Mr. Pate arrived at 7:30 p.m.

Motion by Brad Burwell, seconded by Linda Poole, to excuse Mike Pate. Upon roll call vote, all members voted aye. Motion carried.

Comments from the Public:

Larry Johnson, representative from Firestone, requested the board to reconsider the Alternate bids on roofing projects.

Chris Wall, representative from Garland Company, encouraged board members to approve the bids as recommended.

Motion by Brad Burwell, seconded by Linda Poole, to approve the Board of Education Minutes of April 5, 2004, to approve bills, and to receive the treasurer's report and place on file. Upon roll call vote, all members voted aye. Motion carried.

Showcase highlighted students who received state recognition in swimming, girls' basketball, and wrestling.

Superintendent's Report:

1. The Executive Team continues to present the strategic plan at all buildings. The deadline for completion of the presentations is May 4, 2004.
2. A communications has been received from a special education parent, and a meeting has been set for Monday, April 26, 2004 to meet.
3. The last Town Hall meeting will be on Monday, April 26, 2004 at Millard North High School. The meeting will be held in the lunch room area
4. Futures meetings will be regular board meetings on May 3 and May 17. The Committee of the Whole meeting will be on Monday, May 10, 2004. Mark Feldhausen will be doing a presentation on the Grade Book and parent access. Continued discussion will also be held on building needs and budget.
5. May 28, 2004 will be the last day of school.
6. There will be a public information session on the budget sometime in June. The budget will be brought to the board for approval in late August or early September.
7. Foundation Hall of Fame winners are: Lori Jasa, Administrator of the Year; Karen Benson, Elementary Teacher of the Year; Peg Bay, Secondary Teacher of the Year; Kathy Cinotto, Support Staff Member of the Year, and Dick Corwine, Volunteer of the Year.
8. There will be a PAYBAC Reception at 6 p.m. on Monday, May 3, 2004 prior to the board meeting. During Showcase the PAYBAC recognition awards will be given out.

COMMENTS FROM THE BOARD:

Julie Johnson thanked Jeff Ritz for inviting her to speak to his civic class. There were many questions about the responsibility of board members.

Mike Kennedy said he has visited with three parents on various issues. One call was from the parent, with whom Dr. Lutz will be meeting, a second was about the lease agreement with Avaya, and the third was about the possible bond issue.

Jean Stothert reported that she attended the Metropolitan Area Boards of Education meeting last week. Topics discussed included emails and sportsmanship. Ralston will have one school implementing year-round school next year, Mockingbird Elementary.

Board of Education Minutes

April 19, 2004

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Mrs. Stothert said she attended the Black Elk PTO meeting and one concern they expressed was the need for paint in the building. Mrs. Stothert has attended PTO meetings at Harvey Oaks, Rockwell, Sandoz, and Neihardt. Her plans are to attend more of the meetings in the next few weeks.

Mrs. Stothert will be reading at Sandoz this week.

Stacey Schmid, student representative from Millard South High School, Janet Baack, student representative from Millard West, and Julia Beckwith, student representative from Millard North High School, gave their reports on academic and athletic activities occurring at their respective schools.

Julie Johnson provided the final reading of Policy 1347 – Community Relations – Smoking and Use of Tobacco. Motion by Julie Johnson, seconded by Linda Poole, to approve Policy 1347 – Community Relations – Smoking and Use of Tobacco. Upon roll call vote, all members voted aye. Motion carried.

Mike Pate provided the final reading of Policy 4172 – Personnel – Smoking and Use of Tobacco. Motion by Mike Pate, seconded by Julie Johnson, to approve Policy 4172 – Personnel – Smoking and Use of Tobacco. Upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Pate, seconded by Mike Kennedy, that the contract for Phase II of the re-roofing project at Cottonwood Elementary be awarded to AKSARBEN Roofing in the amount of \$109,500 with such amount including only the base bid. Upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Pate, seconded Julie Johnson, that the contract for Phase II of the re-roofing project at North Middle School be awarded to ARR Roofing (a/k/a/ Boone Brothers Roofing) in the amount of \$278,000 with such amount including only the base bid. Upon roll call vote, Mike Pate, Mike Kennedy, Julie Johnson, and Linda Poole voted aye. Brad Burwell and Jean Stothert voted nay. Motion carried.

Motion by Mike Pate, seconded by Julie Johnson, that the contract for the re-roofing project at Rockwell Elementary be awarded to RL Craft in the amount of \$344,400 with such amount including only the base bid. Upon roll call voted, Julie Johnson, Mike Pate, Linda Poole and Mike Kennedy voted aye. Jean Stothert and Brad Burwell voted nay. Motion carried.

Motion by Mike Pate, seconded by Julie Johnson, that the re-roofing project at Sandoz Elementary be awarded to ARR Roofing (a/k/a Boone Brothers Roofing) in the amount of \$215,000 with such amount including only the base bid. Upon roll call vote, Mike Kennedy,

Board of Education Minutes

April 19, 2004

Page 4

Julie Johnson, Mike Pate and Linda Poole voted aye. Jean Stothert and Brad Burwell voted nay. Motion carried.

Motion by Brad Burwell, seconded by Linda Poole, to approve Rule 1347.1 – Community Relations – Smoking and Use of Tobacco. Upon roll call vote, all members voted aye. Motion carried.

Motion by Linda Poole, seconded by Brad Burwell, to approve Rule 4172.1 – Personnel – Smoking and Use of Tobacco. Upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Pate, seconded by Brad Burwell, that the construction contract for Elementary #23 be awarded to Hawkins Construction Company in the amount of \$6,051,800 with such amount including Alternates 1 and 4. Upon roll call vote, Linda Poole, Brad Burwell, Mike Pate, Mike Kennedy, and Jean Stothert, voted aye. Julie Johnson voted nay. Motion carried.

Motion by Mike Pate, seconded by Brad Burwell, to approve administrative job descriptions: 2100.09 Director of Administrative Affairs; 2100.10 Director of Special Education; 2100.11 Director of Elementary and Early Childhood Education; 2100.12 Executive Director for Planning and Evaluation, and Information Services; 2100.14 Director of Pupil Services; 2100.16 Director of Secondary Education; 2100.18 Director of Employee Relations; 2100.19 Director of Personnel; 2100.21 Director of Communications; and 2100.28 Director of Staff Development and Instructional Improvement. Upon roll call vote, Brad Burwell, Jean Stothert, Mike Pate, Julie Johnson, and Linda Poole voted aye. Mike Kennedy stepped out of the room and did not vote. Motion carried.

Motion by Brad Burwell, seconded by Linda Poole, that approval be given to proceed with a summer project to improve the MNHS HVAC system as proposed. Upon roll call vote, all members voted aye. Motion carried.

Motion by Linda Poole, seconded by Brad Burwell, that the contract for the Millard South High School track re-surfacing project be awarded to Midwest Track & Tennis in the amount of \$105,423. Upon roll call vote, all members voted aye. Upon roll call vote, all members voted aye. Motion carried.

Motion by Linda Poole, seconded by Brad Burwell, that the contract for the Central Middle School track replacement project be award to U.S. Asphalt Company in the amount of \$199,849. Upon roll call vote, all members voted aye. Motion carried.

Motion by Brad Burwell, seconded by Julie Johnson, to approval administrator for hire: Heidi Weaver, assistant principal at Millard South High School. Upon roll call vote, all members voted aye. Motion carried.

Motion by Julie Johnson, seconded by Mike Pate, to approve Personnel Actions: Resignations: Kimberly Paulsen, Erica Aaron, Lee Maass, Thomas Kaup, Joan Phillips, Shane Bumsted, Sarah Valeri, Marcia Blum, Sharie Jorgensen-Comstock, Angela Medders Contract Amendment: Robert Schiermeyer, and New Hires: Greg Fearday, Susan Sullivan, Rebecca Mooss, Lynn Hill, and Rebecca Prochaska. Upon roll call vote, all members voted aye. Motion carried.

Land Acquisition was delayed to the end of the meeting for Executive Session.

Reports included: A Legislative Update, a report on the Senior Status of ELO's, a Quarterly Maintenance Report, a Quarterly Investment Report, a Report on Millard Standards, and an Option Enrollment Report.

Future Agenda Items/Board Calendar: A Town Hall Meeting will be held on Monday, April 26, 2004 at Millard North High School at 7 p.m. A Board of Education Meeting will be held on Monday, May 3, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Committee of the Whole Meeting will be held on Monday, May 10, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting will be held on Monday, May 17, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. Graduation will be held on Sunday May 30, 2004 at 1:00 p.m. for Millard South High School, at 4:00 p.m. for Millard West High School, and 7:00 p.m. for Millard North High School. All graduation ceremonies will be held at the Omaha Civic Auditorium. A Board of Education Meeting will be held on Monday, June 7, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting will be held on Monday, June 21, 2004 at 7 p.m. at the Don Stroh Administration Center, 5606 South 147th Street.

At 9:30 p.m. a motion by Linda Poole, seconded by Brad Burwell to go into Executive Session for land acquisition. Upon on roll call vote, all members voted aye. Motion carried.

Motion by Linda Poole, seconded by Brad Burwell, to come out of Executive Session. Upon roll call vote, all members voted aye. Motion carried.

Jean Stothert adjourned the meeting.



SECRETARY

Millard Public Schools

May 3, 2004

Millard Public Schools

Check Register for 5/3/04 - 5/3/04

Date: 4/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
217352	5/3/04	010040	A & D TECHNICAL SUPPLY CO INC	7.20
217353	5/3/04	132927	A DAIGGER & COMPANY INC	355.63
217354	5/3/04	101966	A-R & B ASSOCIATES INC	2,021.53
217355	5/3/04	132722	AAFCS	135.00
217356	5/3/04	010037	ABC SCHOOL SUPPLY COMPANY	72.37
217357	5/3/04	130403	ABILITATIONS	196.33
217358	5/3/04	010275	ACADEMIC COMMUNICATION ASSOC INC	28.50
217359	5/3/04	132534	ACCESSIBILITY DOT NET, LLC	960.00
217360	5/3/04	010298	ACCU CUT SYSTEMS	568.00
217361	5/3/04	010300	ACCURATE LOCKSMITHS, INC	57.10
217362	5/3/04	133536	ACTIVE COMMUNITY TREATMENTS INC	2,033.88
217363	5/3/04	133328	AIA COMPANY OUTFITTERS INC	1,479.50
217364	5/3/04	108351	AIRGAS NORTH CENTRAL INC	52.89
217365	5/3/04	133620	AKSARBEN PIPE & SEWER CLEANING LLC	82.50
217366	5/3/04	133646	AKSARBEN SERVICES INC	210.69
217367	5/3/04	010888	ALBERTSONS 2201	444.28
217368	5/3/04	010946	JEFFREY S ALFREY	194.00
217369	5/3/04	011051	ALL MAKES OFFICE EQUIPMENT	1,398.50
217373	5/3/04	011175	ALLTECH,INC	676.00
217374	5/3/04	109079	ALLTEL CORPORATION	1,449.92
217375	5/3/04	000092	AMERICAN ASSOC. SCHOOL PERSONNEL	337.50
217376	5/3/04	099597	AMERICAN GUIDANCE SERVICE INC	62.69
217377	5/3/04	012450	AMERICAN RED CROSS HEARTLAND	20.40
217378	5/3/04	012850	ANDERSON INDUSTRIAL ENGINES	36.31
217379	5/3/04	130469	SUSAN J ANGLEMYER	172.00
217380	5/3/04	012989	APPLE COMPUTER, INC.	2,348.00
217381	5/3/04	106889	APPLIED INDUSTRIAL TECHNOLOGIES	59.95
217382	5/3/04	106436	AQUA-CHEM INC	170.10
217383	5/3/04	133736	ARLINGTON-BLAIR-CALHOUN TROPHIES	465.17
217386	5/3/04	106167	ASCD	1,044.00
217387	5/3/04	013234	ASPHALT AND CONCRETE MATERIALS CO	67.10
217388	5/3/04	102840	ASSOCIATED FIRE PROTECTION	69.50

Millard Public Schools

Check Register for 5/3/04 - 5/3/04

Date: 4/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
217389	5/3/04	133437	ASYST COMMUNICATIONS CO. INC.	285.00
217390	5/3/04	012507	AT&T	186.42
217391	5/3/04	010083	ATS MOBILE TELEPHONE CO INC	605.74
217392	5/3/04	013511	ATTAINMENT COMPANY, INC.	625.80
217393	5/3/04	102237	AUTO STATION	1,620.86
217394	5/3/04	108092	APW/AUTO VALUE	517.00
217395	5/3/04	133690	DEBRA A BABER	19.97
217396	5/3/04	109852	BAER SUPPLY	1,173.27
217397	5/3/04	133160	MARYAM BAERDE	67.32
217400	5/3/04	132274	TIMOTHY D BARNER	118.26
217401	5/3/04	099646	BARNES & NOBLE BOOKSTORE(OAKV)	182.92
217402	5/3/04	132608	BARNES DISTRIBUTION	654.92
217403	5/3/04	017877	CYNTHIA L BARR-MCNAIR	248.98
217404	5/3/04	099749	BAUDVILLE INC	91.75
217405	5/3/04	018240	CAROL A BEATY	101.00
217406	5/3/04	107540	BRIAN F BEGLEY	190.00
217408	5/3/04	101062	BENNINGTON IMPLEMENT INC	1,067.58
217410	5/3/04	133634	BIG BANG ELECTRONICS	140.00
217411	5/3/04	019111	BISHOP BUSINESS EQUIPMENT	6,096.76
217413	5/3/04	019138	JON T BLOOMQUIST	90.75
217414	5/3/04	130899	KIMBERLY M BOLAN	253.08
217415	5/3/04	132829	BOLCHAZY CARDUCCI PUBLISHERS INC	101.41
217416	5/3/04	101364	BOOKWORM	97.96
217417	5/3/04	100056	BORDERS BOOKS & MUSIC	159.72
217419	5/3/04	019559	BOUND TO STAY BOUND BOOKS INC	4,237.38
217420	5/3/04	019835	BOYS TOWN NATIONAL	7,363.91
217421	5/3/04	130311	BOYS TOWN NATIONAL RESOURCE	321.00
217422	5/3/04	019852	BRACKERS GOOD EARTH CLAYS INC	97.93
217423	5/3/04	133731	DAVID R BRANDT	41.35
217424	5/3/04	102783	BRIGHT APPLE	81.62
217426	5/3/04	133734	CARLA H BROWN	167.00
217428	5/3/04	131479	BROWNSTONE PUBLISHERS, INC.	197.00

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217429	5/3/04	131995	M. MARTHA BRUCKNER	27.00
217430	5/3/04	106815	NANCY J BUDA	166.75
217431	5/3/04	108335	BUDGET RENT A CAR OF OMAHA	1,504.92
217433	5/3/04	020550	BUREAU OF EDUCATION & RESEARCH	835.00
217434	5/3/04	106110	BRAD BURWELL	105.11
217435	5/3/04	099431	BUSINESS MEDIA INC	10,691.36
217437	5/3/04	131619	C E SUNDBERG CO	14.87
217438	5/3/04	023831	CALLOWAY HOUSE INC	40.45
217439	5/3/04	023842	CAMBRIDGE EDUCATIONAL	43.95
217440	5/3/04	106806	ELIZABETH J CAREY	189.44
217441	5/3/04	054237	CARL JARL LOCKSMITHS	7.50
217442	5/3/04	023964	DAVE CARLSEN	90.00
217444	5/3/04	023970	CAROLINA BIOLOGICAL SUPPLY CO	429.82
217445	5/3/04	024061	CARQUEST AUTO PARTS	52.34
217446	5/3/04	133632	CATALOG MUSIC CORP	46.91
217447	5/3/04	024425	CENTRAL STATES INDUSTRIAL SUPPLY	2.20
217448	5/3/04	109860	CERTIFIED FLEET SERVICE	228.83
217449	5/3/04	024652	CHILDCRAFT EDUCATION CORP	300.87
217450	5/3/04	106851	CHILDREN'S HOME HEALTHCARE	3,200.00
217451	5/3/04	097900	CHILDSWORK CHILDSPLAY LLC	58.24
217454	5/3/04	131336	CITIZENS BANK	1,602.66
217455	5/3/04	132581	CLARITUS	994.28
217456	5/3/04	099222	CLASSROOMDIRECT.COM	610.62
217457	5/3/04	025222	DEBI CLATTERBUCK	33.13
217459	5/3/04	107482	COLLEGE BOARD/MWRO	110.00
217461	5/3/04	131518	COLOR INC	669.50
217462	5/3/04	107324	HOWELL MOTEL DEVELOPMENT	107.92
217463	5/3/04	108093	COMFORT PRODUCTS DISTRIBUTING	3,902.00
217464	5/3/04	022701	SHARON R COMISAR-LANGDON	8.58
217465	5/3/04	130646	COMMONWEALTH ELECTRIC	332.00
217467	5/3/04	025830	GEORGE R CONRAD	619.55
217469	5/3/04	026057	CONTROL MASTERS INC	7,304.04

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217470	5/3/04	130368	DEBRA J CONYERS	20.75
217471	5/3/04	109859	COPE PLASTICS, INC	208.21
217472	5/3/04	133729	ANITA B CORBITT	99.60
217474	5/3/04	108436	COX COMMUNICATIONS INC	216.19
217475	5/3/04	026660	WILLIAM J CRAWFORD	198.00
217477	5/3/04	027130	CRYSTAL PRODUCTIONS	445.99
217478	5/3/04	099957	CRYSTAL SPRINGS BOOKS	103.87
217479	5/3/04	027240	CUBS DISTRIBUTING INC	130.72
217480	5/3/04	106893	CULLIGAN WATER CONDITIONING	49.00
217481	5/3/04	027300	CUMMINS GREAT PLAINS DIESEL	2,882.10
217482	5/3/04	132409	TED CZERNIAK	29.92
217483	5/3/04	130731	D & D COMMUNICATIONS	180.72
217484	5/3/04	032061	D & D LASER	28.50
217485	5/3/04	132671	JEAN T DAIGLE	79.45
217486	5/3/04	131003	DAILY RECORD	59.50
217488	5/3/04	107469	DEFFENBAUGH INDUSTRIES	9,026.69
217490	5/3/04	133713	MARILYN M DEJONG	64.00
217491	5/3/04	032872	DENNIS SUPPLY COMPANY	1,197.27
217493	5/3/04	133737	SUSAN L DEROY	15.70
217494	5/3/04	102435	DIAMOND VOGEL PAINTS	30.59
217495	5/3/04	099220	DICK BLICK	866.79
217496	5/3/04	132750	JOHN D DICKEY	205.20
217497	5/3/04	033466	DIDAX INC	42.90
217499	5/3/04	033473	DIETZE MUSIC HOUSE INC	4,006.40
217500	5/3/04	099552	DISCOUNT SCHOOL SUPPLY	47.36
217501	5/3/04	101330	DISCOVERY CHANNEL SCHOOL	144.70
217504	5/3/04	033720	DOMINIE PRESS INC	102.80
217505	5/3/04	054609	DON JOHNSTON INC	802.00
217506	5/3/04	102468	DONS PIONEER UNIFORMS	847.50
217507	5/3/04	133691	DOUGLAS COUNTY HISTORICAL SOCIETY	544.00
217509	5/3/04	100923	UNL COOPERATIVE EXTENSION	30.00
217510	5/3/04	034109	DRUMMOND AMERICAN CORPORATION	780.37

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217511	5/3/04	133679	MICHAEL DURAND	23.66
217512	5/3/04	094249	DURHAM WESTERN HERITAGE MUSEUM	786.00
217513	5/3/04	131073	JULIE A EASTRIDGE	17.08
217514	5/3/04	099281	EDUCATIONAL MEDIA CORPORATION	34.45
217515	5/3/04	037400	EDUCATIONAL RESEARCH SERVICE	79.20
217517	5/3/04	037525	EDUCATIONAL SERVICE UNIT #3	34,031.14
217518	5/3/04	131551	EDUCATIONAL SERVICE UNIT #7	150.00
217519	5/3/04	100330	EDUCATORS OUTLET INC	81.90
217520	5/3/04	101277	EFFECTIVE COMMUNICATION SKILLS INC	1,250.00
217521	5/3/04	107682	EILEEN'S COLOSSAL COOKIES	12.75
217523	5/3/04	038100	ELECTRIC FIXTURE & SUPPLY	6,527.90
217524	5/3/04	038140	ELECTRONIC SOUND INC.	818.86
217525	5/3/04	106915	ELEMENT K PRESS LLC	204.00
217526	5/3/04	133714	MICHELE L ELLIS	171.72
217527	5/3/04	035610	ETA/CUISENAIRE	143.67
217529	5/3/04	038468	EVERBIND	590.98
217530	5/3/04	038475	EXCEL ELECTRIC INC	1,278.86
217531	5/3/04	131743	FACTS ON FILE INC.	229.70
217532	5/3/04	106949	LUCY FALCON	21.25
217533	5/3/04	040450	FEDERAL EXPRESS	254.62
217534	5/3/04	040537	FERGUSON ENTERPRISES INC	346.56
217535	5/3/04	133553	LINDSAY FERGUSON	189.28
217536	5/3/04	106956	FERRELLGAS	42.21
217537	5/3/04	109069	ELIZABETH A FIALA	63.00
217538	5/3/04	040830	FILMS FOR THE HUMANITIES	140.35
217539	5/3/04	040902	FIRST NATIONAL BANK TRUST DEPT	700.00
217540	5/3/04	131403	FISHER TRACKS INC	102.11
217541	5/3/04	041086	FLINN SCIENTIFIC INC	784.94
217542	5/3/04	106714	LADONNA V FLOOD	25.30
217545	5/3/04	041100	FOLLETT LIBRARY RESOURCES	6,740.96
217547	5/3/04	041543	AMY J FRIEDMAN	15.00
217548	5/3/04	041540	FRIENDSHIP HOUSE	125.65

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217551	5/3/04	043606	GENERAL ELECTRIC COMPANY	67.87
217552	5/3/04	133607	GIBBS M SMITH INC	105.96
217553	5/3/04	106660	GLASSMASTERS, INC.	622.27
217555	5/3/04	044891	GOPHER/PLAY WITH A PURPOSE	597.77
217556	5/3/04	132152	GOVCONNECTION INC	324.58
217557	5/3/04	043609	GP DIRECT	1,067.79
217559	5/3/04	099888	GRAYBAR ELECTRIC COMPANY INC	95.60
217560	5/3/04	099260	GREAT IDEAS FOR TEACHING INC	39.95
217561	5/3/04	133648	GREEN MEADOW PRODUCTIONS INC	144.00
217562	5/3/04	130083	HARRY S GRIMMINGER	287.20
217563	5/3/04	133739	DARWIN GUSHARD	47.32
217565	5/3/04	131686	ANDREW J HAHN	101.52
217568	5/3/04	107933	JEFF D HALLSTROM	1,176.68
217570	5/3/04	101931	HANCOCK FABRICS	10.89
217572	5/3/04	047853	HAPPY CAB COMPANY INC	19,868.40
217573	5/3/04	133487	HARCOURT ASSESSMENT INC	464.44
217574	5/3/04	047855	HARCOURT INC	1,370.50
217576	5/3/04	048200	HAUFF SPORTING GOODS COMPANY	393.62
217577	5/3/04	048475	HEARTLAND FOUNDATION	9,249.03
217578	5/3/04	048517	GREENWOOD PUBLISHING GROUP INC	47.50
217579	5/3/04	132423	HEWLETT PACKARD CO	8,061.00
217580	5/3/04	048710	HIGHSMITH COMPANY INC	105.84
217583	5/3/04	133715	E. SUZANNE HILLMAN	95.00
217584	5/3/04	048786	HILLYARD INC	147.00
217585	5/3/04	045329	HMS BROWN BAGGERS	73.44
217586	5/3/04	048940	HOBBY LOBBY	76.46
217588	5/3/04	133692	ROBERT HOESSEL	282.24
217589	5/3/04	099759	HOLIDAY INN OF KEARNEY	897.65
217592	5/3/04	133682	ALEX HOOK	189.28
217593	5/3/04	095520	LINDA D HORTON	81.00
217594	5/3/04	103002	HOSE & HANDLING INC.	386.98
217595	5/3/04	049440	HOSIER REFRIGERATION SUPPLY INC	10.00

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217596	5/3/04	049650	HOUGHTON MIFFLIN COMPANY	910.15
217598	5/3/04	130831	LINDA S HURYTA	62.50
217599	5/3/04	101032	HUSKER MIDWEST PRINTING	131.76
217600	5/3/04	049851	HY-VEE FOOD STORE (132ND ST.)	539.27
217601	5/3/04	133397	HY-VEE FOOD STORE (WELCH PLAZA)	697.89
217603	5/3/04	133397	HY-VEE FOOD STORE (WELCH PLAZA)	51.58
217604	5/3/04	049844	HYDRONIC ENERGY, INC.	565.87
217605	5/3/04	133665	USASSETS MIDWEST LTD PARTNERSHIP	211.00
217606	5/3/04	131495	INSECT LORE	59.90
217608	5/3/04	130466	INTELLI TOOLS INC.	1,958.40
217609	5/3/04	052150	INTERNATIONAL READING ASSOC	195.00
217610	5/3/04	102958	INTERSTATE ALL BATTERY CENTER	433.58
217611	5/3/04	052370	INTERSTATE ELECTRIC SUPPLY CO	18.46
217613	5/3/04	101991	J.A. SEXAUER	1,127.80
217614	5/3/04	100928	J.W. PEPPER & SON INC.	294.97
217615	5/3/04	054223	MICHAEL JANIS	79.20
217616	5/3/04	133037	JENSEN TIRE COMPANY	964.99
217618	5/3/04	132735	DAVE JOEKEL	47.32
217619	5/3/04	131367	AMANDA J JOHNSON	32.49
217620	5/3/04	054492	JIMMIE L JOHNSON	620.00
217622	5/3/04	054630	JOHNSTONE SUPPLY	161.14
217624	5/3/04	130734	JOSIN FABRIC AND SUPPLY	116.75
217626	5/3/04	026300	JP COOKE COMPANY	33.70
217629	5/3/04	133716	LISA R KALLMAN	133.65
217630	5/3/04	056215	KAPLAN EARLY LEARNING CO	32.95
217631	5/3/04	056237	KAYLORS SCHOOL & OFFICE SUPPLY INC	45.32
217632	5/3/04	056240	EDMUND J KAZMIERSKI	80.78
217633	5/3/04	131809	MARY E KEEFNER	18.90
217634	5/3/04	056276	KELVIN ELECTRONICS	7.95
217635	5/3/04	056724	KINKO'S	253.81
217636	5/3/04	084090	KIWANIS CLUB OF SOUTHWEST OMAHA	255.00
217639	5/3/04	133732	TRAVIS J KLOEWER	54.08

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217640	5/3/04	107010	EUNICE A KOKRDA	16.57
217641	5/3/04	131821	MARY E KOUBA	238.59
217642	5/3/04	056995	KAY KRONHOLM	79.20
217644	5/3/04	109033	AMANDA J KUNES	193.00
217645	5/3/04	058755	LIDLAW TRANSIT INC	125,572.21
217646	5/3/04	099217	LAKESHORE LEARNING MATERIALS	1,067.13
217647	5/3/04	102491	LARUE DISTRIBUTING INC	113.04
217648	5/3/04	131498	MOJO RIZIN' INC	324.56
217649	5/3/04	109816	JILL C LAVENE	118.30
217650	5/3/04	133586	KATHLEEN A. BUTLER	142.83
217651	5/3/04	130792	LEARNING RESOURCES	90.60
217652	5/3/04	106469	LEGO DACTA-PITSCO LLC	104.94
217653	5/3/04	133733	VINCENT P LENZ	50.00
217654	5/3/04	106403	LESCO	1,322.00
217655	5/3/04	059300	CAROL A LEWIS	198.72
217657	5/3/04	132200	MYRA LEZANIC	18.17
217658	5/3/04	059380	LIBRARY VIDEO COMPANY	344.68
217659	5/3/04	059470	LIEN TERMITE & PEST CONTROL INC	749.00
217660	5/3/04	099395	LINCOLN PUBLIC SCHOOLS	48.17
217661	5/3/04	131472	LINES OF COMMUNICATION	106.36
217662	5/3/04	059577	LINGUISYSTEMS, INC.	79.90
217663	5/3/04	059560	LINWELD INC	386.78
217664	5/3/04	131970	LITHIA FORD OF OMAHA	37.06
217665	5/3/04	102981	LMI	45.94
217666	5/3/04	059866	STACY L LONGACRE	307.84
217667	5/3/04	099965	LOVE AND LOGIC INSTITUTE INC	389.75
217668	5/3/04	060100	LOVELAND LAWNS	18,694.50
217669	5/3/04	131397	LOWE'S HOME CENTERS INC	319.68
217670	5/3/04	057770	LRP PUBLICATIONS INC	352.95
217671	5/3/04	060121	BRYAN A LUBBERS	24.00
217672	5/3/04	060125	LUCKS MUSIC LIBRARY INC	114.75
217673	5/3/04	060153	KEITH W LUTZ	152.00

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217674	5/3/04	131604	M.A.T. INDUSTRIES	431.02
217675	5/3/04	063574	W H TALBOTT INC	65.95
217676	5/3/04	132556	MAKEMUSIC INC	75.00
217678	5/3/04	063920	MARCO PRODUCTS INC	125.33
217681	5/3/04	131019	RICHARD MCCOLLOM	17.10
217682	5/3/04	100944	MCDONALD & ASSOCIATES INC	150.95
217683	5/3/04	063349	MCGRAW-HILL COMPANIES	30,232.82
217684	5/3/04	106670	KRISTY L MCGUIRE	163.73
217685	5/3/04	133735	JANELLE K MCKAIN	169.45
217686	5/3/04	102560	MEDCO COMPANY	54.10
217687	5/3/04	064413	MENARDS INC	719.55
217688	5/3/04	064425	MERIDIAN EDUCATION CORPORATION	50.00
217689	5/3/04	106393	WALTER B MERTZ	18.22
217690	5/3/04	064600	METAL DOORS & HARDWARE COMPANY INC	1,359.00
217691	5/3/04	133403	AMERICAN NATIONAL BANK	2,700.18
217695	5/3/04	064800	METRO UTILITIES DISTRICT OF OMAHA	81,153.94
217696	5/3/04	102870	MIDLAND COMPUTER INC	5,766.88
217697	5/3/04	648477	MIDLANDS MESSENGER SERVICE INC	278.70
217698	5/3/04	064950	MIDWEST METAL WORKS INC	35.00
217699	5/3/04	065233	MIDWEST TURF & IRRIGATION INC	3,768.10
217700	5/3/04	133603	MIDWEST VALVE AND CONTROLS, INC.	378.41
217701	5/3/04	133728	GLEN HADSELL	48.00
217702	5/3/04	065300	MILLARD DRYWALL SERVICES, INC.	102.36
217703	5/3/04	065400	MILLARD LUMBER INC	1,081.40
217704	5/3/04	065410	MILLARD SCHOOLS ADMINISTRATIVE	74.00
217706	5/3/04	065350	MILLARD TRUE VALUE HARDWARE	346.36
217707	5/3/04	131328	MILLER ELECTRIC COMPANY	3,245.00
217708	5/3/04	131021	JAMES C MILLER	38.52
217709	5/3/04	065891	MODERN METHODS INC	3,912.30
217710	5/3/04	101727	MOLLY HAWKINS HOUSE	57.56
217711	5/3/04	066010	MONEY HANDLING MACHINES, INC.	168.00
217712	5/3/04	133694	MARY T MORLEY	8.12

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217713	5/3/04	063150	MSC INDUSTRIAL SUPPLY CO	141.22
217714	5/3/04	102728	MUNROE MEYER INSTITUTE	279.50
217715	5/3/04	099533	NACAC	220.00
217716	5/3/04	066996	NAPA/GENUINE PARTS COMPANY	35.06
217717	5/3/04	067000	NASCO	224.95
217718	5/3/04	067253	NATIONAL ASSOC OF SECONDARY	28.00
217719	5/3/04	106499	NATIONAL CENTER FOR YOUTH ISSUES	163.39
217720	5/3/04	131337	NATIONAL GEOGRAPHIC SCHOOL PUBL.	416.83
217721	5/3/04	067865	NATIONAL PROFESSIONAL	131.94
217722	5/3/04	068280	JOHN R NATTERMANN	278.00
217723	5/3/04	101560	NCSS MEMBERSHIP	87.00
217725	5/3/04	068334	NEBRASKA AIR FILTER INC	1,575.12
217726	5/3/04	068340	NEBRASKA ASSOCIATION FOR GIFTED	125.00
217727	5/3/04	068445	NEBRASKA FURNITURE MART INC	6,729.82
217728	5/3/04	133666	NEBRASKA GOLF & TURF INC	206.25
217729	5/3/04	068684	NEBRASKA SCIENTIFIC	198.70
217730	5/3/04	131476	NEBRASKA TURF PRODUCTS	251.44
217731	5/3/04	068801	NEBRASKA WORKFORCE DEVELOPMENT	498.03
217732	5/3/04	069060	ROBIN K NELSON	29.70
217733	5/3/04	102830	NEW VISIONS	112.70
217734	5/3/04	069099	CAROL C NEWTON	356.43
217735	5/3/04	109843	NEXTEL PARTNERS INC	787.97
217736	5/3/04	133254	LANDON T NGUYEN	61.20
217737	5/3/04	132576	THUONG T NGUYEN	26.48
217739	5/3/04	133606	NIVERS TV	1,830.00
217740	5/3/04	069675	NOBBIES	65.02
217741	5/3/04	133695	ELIZABETH B NOBLE	12.94
217742	5/3/04	069764	JEAN L NOEL	8.53
217743	5/3/04	069689	NOGG CHEMICAL & PAPER	361.23
217744	5/3/04	069945	NUTS & BOLTS INC	43.50
217746	5/3/04	099235	NYSTROM	54,154.49
217748	5/3/04	100013	OFFICE DEPOT BUS. SVCS. DIV.	3,697.21

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217749	5/3/04	101147	OFFICE MAX #521	299.00
217751	5/3/04	070245	OHARCO DISTRIBUTORS	1,270.07
217753	5/3/04	071024	OMAHA TRACTOR, INCORPORATED	10,719.44
217754	5/3/04	071040	OMAHA WINNELSON COMPANY	4.48
217755	5/3/04	071053	OMAHA WORLD HERALD (EDUC)	1,191.64
217756	5/3/04	071050	OMAHA WORLD HERALD CO	525.60
217757	5/3/04	071138	ORIENTAL TRADING COMPANY	334.70
217758	5/3/04	107193	OTIS ELEVATOR COMPANY	413.34
217760	5/3/04	132006	ANDREA L PARSONS	223.99
217761	5/3/04	133169	NCH CORPORATION	106.30
217762	5/3/04	132166	PATRICIA M KUSEK	120.00
217763	5/3/04	071760	PATTON EQUIPMENT COMPANY INC	959.05
217764	5/3/04	020175	PAUL H BROOKES PUBLISHING CO	207.90
217765	5/3/04	071771	LT NEIL P. PAULISON	2,750.00
217766	5/3/04	071891	PAYFLEX SYSTEMS USA, INC.	4,822.10
217767	5/3/04	071305	PBS VIDEO	387.98
217768	5/3/04	071353	WARFIELD PCI LIMITED	44.45
217769	5/3/04	102699	PEARSON EDUCATION	63.42
217772	5/3/04	131302	LYNETTE A PERRY	161.32
217773	5/3/04	133633	PESI HEALTHCARE	298.00
217774	5/3/04	133696	ANALISA M PETERSON	70.00
217776	5/3/04	102824	PEYTRAL PUBLICATIONS INC	66.90
217777	5/3/04	132751	BETH A PFEIFFER	14.45
217778	5/3/04	106967	PHILFLEET ADVANTAGE	79.20
217779	5/3/04	133157	TODD PHILLIPS	327.31
217781	5/3/04	130721	MARY J PILLE	53.04
217782	5/3/04	108071	PITTSBURGH PAINT-5508	96.68
217783	5/3/04	072850	PLAYTIME EQUIPMENT & SCHOOL SUPPLY	2,139.90
217784	5/3/04	130332	SHARON L POISEL	364.50
217785	5/3/04	073011	JUDITH E PORTER	299.45
217787	5/3/04	073231	PRECISION INDUSTRIES, INC.	177.14
217788	5/3/04	101892	PRIDE HOME SERVICES INC.	416.00

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217789	5/3/04	102423	PRIMARY CONCEPTS	191.95
217790	5/3/04	073427	PRO-ED INC	339.80
217791	5/3/04	108265	PROCARE3 INC.	760.67
217792	5/3/04	107657	PROTEC SYSTEMS LLC	105.00
217794	5/3/04	074290	QUALITY COMMUNICATIONS INC	185.00
217795	5/3/04	133583	QUALITY GLASS & MIRROR	485.00
217797	5/3/04	090673	QWEST	24,652.47
217798	5/3/04	090673	QWEST	44.19
217799	5/3/04	099219	RADIOSHACK	149.90
217800	5/3/04	106725	RD FITNESS SERVICE	850.00
217801	5/3/04	102006	READING MANIPULATIVE	52.50
217802	5/3/04	100642	REALLY GOOD STUFF INC	227.45
217803	5/3/04	078670	REAMS SPRINKLER SUPPLY COMPANY INC	987.73
217804	5/3/04	132808	REBECCA SNYDER SPEECH SERVICES	1,600.00
217807	5/3/04	078760	REGAL AWARDS, INC.	29.00
217809	5/3/04	133433	CHARLES E LARGE	840.00
217811	5/3/04	078967	RENTAL CITY	14.45
217812	5/3/04	102436	RENTAL SERVICE CORPORATION	650.00
217813	5/3/04	100813	RESOURCES FOR READING	43.37
217814	5/3/04	099555	RIVERSIDE PUBLISHING COMPANY	212.21
217815	5/3/04	133549	RJ COOPER & ASSOCIATES INC	2,335.00
217816	5/3/04	079310	ROCKBROOK CAMERA CENTER	258.40
217817	5/3/04	132334	CAROL A ROGERS	37.49
217819	5/3/04	130807	RON OLSEN DODGE	51.19
217820	5/3/04	079440	ROSENBAUM ELECTRIC INC	157.93
217821	5/3/04	107539	RUTH & MUELLER LLC	5,700.00
217822	5/3/04	103137	RYDIN DECAL	888.60
217823	5/3/04	079685	S & W FENCE COMPANY	96.45
217824	5/3/04	081491	SAGE PUBLICATIONS, INC.	55.57
217826	5/3/04	081630	SAM'S CLUB DIRECT	39.76
217827	5/3/04	081695	SARGENT WELCH	151.09
217828	5/3/04	081800	SAX ARTS & CRAFTS INC	420.69

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217830	5/3/04	081891	SCHMITT MUSIC CENTER	145,428.00
217831	5/3/04	082100	SCHOLASTIC INC	888.99
217832	5/3/04	132488	SCHOLASTIC LIBRARY PUBLISHING	508.00
217833	5/3/04	082200	SCHOOL HEALTH CORPORATION	1,187.05
217834	5/3/04	082350	SCHOOL SPECIALTY INC	676.74
217835	5/3/04	099808	SCHOOLMASTERS	36.19
217836	5/3/04	082378	SCHRIER FORD	74.43
217837	5/3/04	131209	BRETT SCHULTZ	120.00
217838	5/3/04	082475	SCIENCE KIT & BOREAL LABORATORIES	222.29
217840	5/3/04	099442	SEARS	79.96
217841	5/3/04	082910	SECURITY EQUIPMENT INC	3,238.43
217842	5/3/04	082941	KELLY M SELTING	226.80
217843	5/3/04	133649	STEVEN D MONAGHEN	99.00
217844	5/3/04	133700	NANCY LOUISE SEMPEK	70.98
217846	5/3/04	133498	SHARED MOBILITY COACH INC	2,614.50
217847	5/3/04	130758	BARBARA E SHEPPARD	205.00
217848	5/3/04	130645	SHERWIN-WILLIAMS	345.65
217849	5/3/04	083188	SHIFFLER EQUIPMENT SALES, INC.	1,093.27
217850	5/3/04	083190	LINDA S SHIRCK	241.67
217851	5/3/04	083310	SIGMA ALDRICH INC	87.42
217852	5/3/04	083400	SIMPLEXGRINNELL	2,176.44
217853	5/3/04	133667	WILLIAM M LYNN	1,265.00
217855	5/3/04	099592	SMILE MAKERS, INC.	32.85
217856	5/3/04	102264	SOFTWARE PLUS	5,964.53
217857	5/3/04	109793	LINCOLN OFFICE EQUIPMENT	169.96
217858	5/3/04	130722	LYON FINANCIAL SERVICES	585.66
217859	5/3/04	084056	SOPRIS WEST, INC.	142.40
217860	5/3/04	084081	SOUTH OMAHA TERMINAL WAREHOUSE CO	393.60
217861	5/3/04	084240	SPEECH BIN	86.94
217862	5/3/04	084326	SPORTIME	332.55
217863	5/3/04	084360	CANDACE W SPURZEM	198.12
217864	5/3/04	133642	SQUARE ONE PUBLISHERS	28.90

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217866	5/3/04	084397	STANDARD DIGITAL IMAGING INC	228.00
217868	5/3/04	084622	JOANNE T STEVENS	71.64
217869	5/3/04	131045	CATHERINE STOCKMAN	614.10
217870	5/3/04	100825	STOKES PUBLISHING	50.00
217872	5/3/04	133540	STRONG SAFETY SUPPLY INC	172.70
217874	5/3/04	132785	JAIME SUAREZ-DELGADO	74.76
217875	5/3/04	084689	SULLIVAN SEWER SERVICE INC	1,045.50
217876	5/3/04	084781	SUMMIT LEARNING	291.90
217877	5/3/04	132400	SUN TURF INC	407.55
217878	5/3/04	133230	GLOBAL VIDEO LLC	109.94
217879	5/3/04	084907	SUNDERLAND BROTHERS COMPANY	118.05
217880	5/3/04	084930	SUPER DUPER INC	669.60
217881	5/3/04	102869	SUPER SAVER #20	892.02
217882	5/3/04	107497	DIANE M SWEETMAN	88.14
217883	5/3/04	133300	JAMES E FRICK INC	605.49
217884	5/3/04	088654	TARGET	149.83
217885	5/3/04	088654	TARGET	199.75
217886	5/3/04	088680	TEACHER CREATED MATERIALS	21.72
217887	5/3/04	101393	TEACHER'S VIDEO COMPANY	263.90
217888	5/3/04	133167	TEACHERS COLLEGE PRESS	29.05
217889	5/3/04	088709	TEACHERS DISCOVERY	101.85
217890	5/3/04	088830	TED'S MOWER SALES & SERVICE INC	419.93
217892	5/3/04	132419	JACQUES L TETRAULT	17.52
217893	5/3/04	130780	THADDEUS COMPUTING	19.95
217894	5/3/04	102822	THERAPRO INC	63.95
217896	5/3/04	131159	JONATHON C THOMPSON	48.01
217897	5/3/04	107959	NANCY C THORNBAD	139.26
217898	5/3/04	132140	TILT GOLF	46.00
217899	5/3/04	089577	WHITE CAP CONSTRUCTION SUPPLY	7.00
217900	5/3/04	089587	TOYS FOR SPECIAL CHILDREN	236.70
217901	5/3/04	131170	TREASURE BAY	47.40
217902	5/3/04	132593	LORI A TRITZ	49.68

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217903	5/3/04	102846	ULTIMATE OFFICE INC	463.79
217904	5/3/04	090678	UNISOURCE	24,480.64
217905	5/3/04	090214	UNITED ELECTRIC SUPPLY CO INC	395.69
217906	5/3/04	109861	UNITED EQUIPMENT SERVICES CO INC	873.50
217907	5/3/04	090250	UNITED SEEDS INC.	575.00
217908	5/3/04	100096	UNIVERSITY OF NE AT LINCOLN	423.00
217909	5/3/04	068839	UNIVERSITY OF NEBRASKA KEARNEY	55.00
217911	5/3/04	090890	UNIVERSITY PRODUCTS, INC.	141.91
217912	5/3/04	090406	US ASPHALT COMPANY	8,775.00
217913	5/3/04	090632	US TOY CO/CONSTRUCTIVE PLAYTHINGS	429.73
217914	5/3/04	103095	USI INC.	532.98
217915	5/3/04	106173	UTA HALEE GIRLS VILLAGE	3,179.44
217916	5/3/04	106173	UTA HALEE GIRLS VILLAGE	60.00
217917	5/3/04	091040	VALENTINOS INC	352.94
217918	5/3/04	091060	ROSEMARIE VAN NORMAN	90.00
217920	5/3/04	133701	NANCY L VANIS	267.49
217921	5/3/04	092323	VIRCO MANUFACTURING CORP	1,258.40
217922	5/3/04	130676	VISITING NURSES HEALTH SERVICES	48.00
217923	5/3/04	109122	CONNIE L VLCEK	4.42
217924	5/3/04	092834	WALKER TIRE INC	2,644.77
217925	5/3/04	092990	CYNTHIA A WALLACE	165.89
217927	5/3/04	093650	WARD'S NATURAL SCIENCE EST INC	790.70
217928	5/3/04	093765	WATER ENGINEERING, INC.	3,782.00
217929	5/3/04	109810	BETHANY B WATSON	137.52
217930	5/3/04	093978	BECKY S WEGNER	119.88
217931	5/3/04	012459	TED WEIR	105.00
217932	5/3/04	093989	DIANA L WEIS	161.74
217933	5/3/04	093990	MARGARET L WELCH	1,105.82
217935	5/3/04	094174	WEST MUSIC COMPANY	1,007.00
217936	5/3/04	105619	WESTERN TRAILER LEASING INC	200.00
217937	5/3/04	094245	WESTLAKE ACE HARDWARE INC	319.04
217938	5/3/04	099487	WESTON WOODS STUDIOS INC	35.95

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217939	5/3/04	094650	WESTSIDE COMMUNITY SCHOOLS	606.50
217940	5/3/04	092637	WGBH BOSTON VIDEO	189.65
217941	5/3/04	133119	RA POPP ENTERPRISES	167.96
217942	5/3/04	133663	WHITE CAP CONSTRUCTION SUPPLY	603.53
217943	5/3/04	019459	WIESE RESEARCH ASSOCIATES INC.	3,650.00
217945	5/3/04	133684	JEFFREY WILSON	23.66
217946	5/3/04	132638	WINDSOR INDUSTRIES	16.69
217947	5/3/04	132299	KATY WINGENDER	17.27
217948	5/3/04	095173	WINGERT JONES MUSIC INC.	25.95
217949	5/3/04	095258	THOMAS C WISE	222.40
217950	5/3/04	109073	CRAIG J WOLF	118.44
217951	5/3/04	133613	CHRISTAN WOOD	173.88
217952	5/3/04	130716	SUSAN J WOOSTER	65.88
217953	5/3/04	095416	WORLD RESEARCH COMPANY	110.00
217954	5/3/04	107149	MONICA R WORMINGTON	538.62
217956	5/3/04	130745	PATRICIA H WRIGHT	20.75
217957	5/3/04	044950	WW GRAINGER INC	453.55
217958	5/3/04	101370	XEROX CORPORATION (ORDERS)	7,660.00
217959	5/3/04	107538	YELLOW TRANSPORTATION INC	1,915.25
217960	5/3/04	096200	YOUNG & WHITE	22,990.67
217961	5/3/04	133718	KATE ZIELINSKI	70.98

Total for GENERAL FUND				917,067.08
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217374	5/3/04	109079	ALLTEL CORPORATION	-596.65
217432	5/3/04	133503	ROBERT E BERRY	2,000.00
217466	5/3/04	025689	COMPUTER CABLE CONNECTION INC	80.66
217468	5/3/04	026048	CONTINENTAL FIRE SPRINKLER CO.	85.00
217473	5/3/04	132170	CORMACI CONSTRUCTION INC.	3,000.00
217503	5/3/04	107232	DLR GROUP INC	13,177.81
217543	5/3/04	131555	FLOORS INC	11,515.00
217579	5/3/04	132423	HEWLETT PACKARD CO	4,730.00
217661	5/3/04	131472	LINES OF COMMUNICATION	1,754.93
217680	5/3/04	133727	MCARDLE GRADING CO	315.00

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217690	5/3/04	064600	METAL DOORS & HARDWARE COMPANY INC	36.00
217752	5/3/04	070800	OMAHA PUBLIC POWER DISTRICT	6,400.00
217786	5/3/04	133241	POSPICAL CONSTRUCTION INC	6,835.34
217820	5/3/04	079440	ROSENBAUM ELECTRIC INC	736.81
217829	5/3/04	081880	SCHEMMER ASSOCIATES INC	55,787.70
217891	5/3/04	132452	TERRACON INC	7,216.35
217895	5/3/04	108099	THIELE GEOTECH, INC.	2,741.00
Total for SPECIAL BUILDING				115,814.95
217370	5/3/04	133658	ALLIANCE COUNSELING CENTER LLP	1,800.00
217371	5/3/04	133658	ALLIANCE COUNSELING CENTER LLP	1,875.00
217372	5/3/04	133658	ALLIANCE COUNSELING CENTER LLP	3,109.05
217401	5/3/04	099646	BARNES & NOBLE BOOKSTORE(OAKV)	944.28
217412	5/3/04	106805	TANYA BLIGH	12.90
217439	5/3/04	023842	CAMBRIDGE EDUCATIONAL	58.25
217460	5/3/04	102825	COLLEGE OF WILLIAM & MARY	415.00
217476	5/3/04	133478	CREATIVE LEARNING PRESS INC	58.19
217517	5/3/04	037525	EDUCATIONAL SERVICE UNIT #3	1,123.00
217530	5/3/04	038475	EXCEL ELECTRIC INC	1,484.69
217544	5/3/04	041098	FOLLETT EDUCATIONAL SERVICES	18,421.50
217550	5/3/04	106894	TAMMY GEBHART	20.30
217566	5/3/04	132449	SALLI S HAJEK	10.70
217587	5/3/04	048960	HOCKENBERGS EQUIP & SUPPLY CO INC	515.65
217607	5/3/04	132916	INSTITUTE OF HEART MATH	213.00
217612	5/3/04	133668	IOWA DEPARTMENT OF EDUCATION	1,190.00
217625	5/3/04	054710	JOSLYN ART MUSEUM	159.00
217643	5/3/04	130055	JANIE KUHLLERS	10.00
217645	5/3/04	058755	LAIDLAW TRANSIT INC	682.04
217658	5/3/04	059380	LIBRARY VIDEO COMPANY	15.95
217683	5/3/04	063349	MCGRAW-HILL COMPANIES	148.17
217696	5/3/04	102870	MIDLAND COMPUTER INC	279.30
217750	5/3/04	133717	ANNE M OGG	26.90
217771	5/3/04	072120	PENTATHLON INSTITUTE	373.15

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217839	5/3/04	133510	SCREENING FOR MENTAL HEALTH	1,000.00
217842	5/3/04	082941	KELLY M SELTING	156.76
217871	5/3/04	132315	STRATEGIC AIR & SPACE MUSEUM	78.00
217910	5/3/04	102458	UNIVERSITY OF OKLAHOMA	195.00
217917	5/3/04	091040	VALENTINOS INC	95.54
217921	5/3/04	092323	VIRCO MANUFACTURING CORP	2,595.60
217926	5/3/04	131112	LINDA WALTERS	161.56
Total for GRANT FUND				37,228.48
217466	5/3/04	025689	COMPUTER CABLE CONNECTION INC	562.00
217810	5/3/04	101924	RENIER PIANOS & KEYBOARD	8,880.00
Total for DEPRECIATION				9,442.00
217508	5/3/04	130908	DOUGLAS COUNTY SCHOOL DIST.28-0001	254,640.07
Total for INTERLOCAL FUND				254,640.07
217360	5/3/04	010298	ACCU CUT SYSTEMS	9.99
217374	5/3/04	109079	ALLTEL CORPORATION	12.48
217384	5/3/04	133626	DANIEL ARNSPERGER	112.00
217385	5/3/04	132208	KAITLIN LEE ARNTZ	32.00
217398	5/3/04	132765	KYLE BAINBRIDGE	136.00
217399	5/3/04	132743	NICK BAKER	96.00
217407	5/3/04	132123	AMANDA C BENAK	128.00
217409	5/3/04	133675	BERET APPLICATIONS LLC	478.40
217418	5/3/04	133708	ALEX BOROUSKI	160.00
217425	5/3/04	133710	ANTHONY BRODERICK	108.00
217427	5/3/04	133629	HALLIE BROWN	48.00
217436	5/3/04	133706	BRADLEY BYMAN	32.00
217443	5/3/04	108485	COLEEN CARNABY	175.00
217452	5/3/04	102116	CHURCHICH RECREATIONAL DESIGN, INC.	910.00
217453	5/3/04	025110	ELY CHURCHICH	2,450.00
217458	5/3/04	132207	MARC COHEN	92.00
217489	5/3/04	132744	BREANNA DEGEORGE	128.00
217492	5/3/04	032904	RONALD DEREMER	95.00

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217502	5/3/04	132997	SARAH DIXSON	128.00
217524	5/3/04	038140	ELECTRONIC SOUND INC.	647.72
217528	5/3/04	133709	CASSIE EVEANS	144.00
217530	5/3/04	038475	EXCEL ELECTRIC INC	2,533.21
217543	5/3/04	131555	FLOORS INC	52,455.00
217546	5/3/04	100307	FOOD SERVICES OF AMERICA	791.20
217549	5/3/04	132981	ASHLEY GARYN	124.00
217554	5/3/04	109820	KRISTY GMEINER	48.00
217558	5/3/04	108163	FARRAH GRANT	160.00
217564	5/3/04	045317	GYM CLOSET	161.89
217567	5/3/04	130666	BERIT HALLBERG	24.00
217569	5/3/04	133627	MARK HAMILTON	105.00
217571	5/3/04	132999	ZACHARY HANLEY	120.00
217575	5/3/04	047856	HARCOURT OUTLINES INC	262.08
217580	5/3/04	048710	HIGHSMITH COMPANY INC	130.62
217581	5/3/04	132833	BRANDON HILE	64.00
217582	5/3/04	131628	CRYSTAL L HILL	96.00
217590	5/3/04	133623	KELLY HOLMES	96.00
217591	5/3/04	132761	ASHLEY HOLTHAUS	128.00
217597	5/3/04	133194	ALICIA HOWARD	160.00
217602	5/3/04	133397	HY-VEE FOOD STORE (WELCH PLAZA)	9.56
217617	5/3/04	133707	AMY JIA	160.00
217621	5/3/04	132990	ANNA JOHNSTON	104.00
217623	5/3/04	132834	MANDY JORGENSEN	76.00
217627	5/3/04	131629	MAX KAETER	144.00
217628	5/3/04	132329	SOPHIE KAETER	128.00
217637	5/3/04	132358	DAWN KLAIBER	112.00
217638	5/3/04	108472	KELLY KLAIBER	200.00
217656	5/3/04	132746	COURTNEY LEZANIC	96.00
217677	5/3/04	133630	SARAH MALESA	60.00
217679	5/3/04	132764	ELIZABETH MARTY	168.00
217738	5/3/04	131573	ERIC NICHOLS	128.00

Millard Public Schools

Check Register for 5/3/04 - 5/3/04

Date: 4/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
217745	5/3/04	130935	ERICA NUZZOLILLO	60.00
217748	5/3/04	100013	OFFICE DEPOT BUS. SVCS. DIV.	120.44
217757	5/3/04	071138	ORIENTAL TRADING COMPANY	151.84
217759	5/3/04	071515	PAINTIN PLACE CERAMICS INC	834.04
217770	5/3/04	133625	TERESA PENGILLY	120.00
217775	5/3/04	131700	CHARLIE PETROSIK	96.00
217780	5/3/04	130938	AARON LYLE FIGULA	128.00
217793	5/3/04	108000	EMILY PUFALL	105.00
217795	5/3/04	133583	QUALITY GLASS & MIRROR	900.00
217796	5/3/04	132122	TARA QUANDT	128.00
217797	5/3/04	090673	QWEST	150.00
217805	5/3/04	133711	TAYLOR REDDING	136.00
217806	5/3/04	133703	STEPHANIE REED	32.00
217808	5/3/04	108467	KRISTIN REITZ	168.00
217818	5/3/04	108003	WHITNEY ROGERS	200.00
217825	5/3/04	108469	ANGELA SAKARIS	72.00
217828	5/3/04	081800	SAX ARTS & CRAFTS INC	2,340.00
217830	5/3/04	081891	SCHMITT MUSIC CENTER	10,486.00
217845	5/3/04	133265	SCOTT SHAFFER	160.00
217854	5/3/04	133628	EMILY SIROTKIN	112.00
217862	5/3/04	084326	SPORTIME	384.45
217865	5/3/04	133719	CASSIDY STAMP	32.00
217867	5/3/04	132328	KAYLA STAUFFER	128.00
217873	5/3/04	107428	JAMIE STUNKARD	80.00
217919	5/3/04	133705	NATALIE VANDERVEEN	32.00
217934	5/3/04	094129	NICHOLAS LEE WENNSTEDT	160.00
217944	5/3/04	132978	SARAH WILLIAMS	24.00
217955	5/3/04	095441	JERRY WORTMAN	140.00

Total for ACTIVITY FUND			82,446.92
Report Total			1,416,639.50

Millard Public Schools

Check Register for 4/22/04 - 4/22/04

Date: 4/22/04

Check Number	Date	Vendor No	Vendor Name	Amount
216891	4/22/04	133721	ERIN R BULL	561.00
216893	4/22/04	107454	CHRISTOPHER COLLING	120.00
216894	4/22/04	026950	CREIGHTON UNIVERSITY	75.00
216895	4/22/04	026950	CREIGHTON UNIVERSITY	25.00
216896	4/22/04	100923	UNL COOPERATIVE EXTENSION	56.00
216897	4/22/04	038217	WARREN K ELTISTE	43.00
216898	4/22/04	107734	HHS REGULATION & LICENSURE	45.00
216900	4/22/04	131892	LAURITZEN BOTANICAL GARDENS	42.00
216901	4/22/04	059791	LIVING VOICES	2,169.00
216902	4/22/04	133720	THEDORA R LUND	619.00
216903	4/22/04	060153	KEITH W LUTZ	250.00
216906	4/22/04	132454	NEBRASKA COMMUNITY COLLEGE ASSOC	35.00
216907	4/22/04	068393	NEBRASKA STATE PATROL	100.00
216908	4/22/04	107732	BRIAN L NELSON	480.00
216909	4/22/04	100216	NETA	65.00
216910	4/22/04	109843	NEXTEL PARTNERS INC	2,144.73
216911	4/22/04	106344	NFL NEBRASKA DISTRICT	90.00
216913	4/22/04	099302	PEGLER-SYSCO FOOD SERVICE CO	151.70
216915	4/22/04	133227	PETTY CASH/TECHNOLOGY	176.67
216916	4/22/04	133726	REGIONAL LIBRARY SYSTEM	15.00
216917	4/22/04	081630	SAM'S CLUB DIRECT	66.30
216918	4/22/04	130044	BARB MAXWELL	45.00
216919	4/22/04	107286	TRAVELERS - COMMERCIAL LINES	667.00
216921	4/22/04	131998	RICHARD M WERKHEISER	649.16
216922	4/22/04	095674	XEROX CORPORATION (LEASES)	135,677.64
Total for GENERAL FUND				144,368.20
216892	4/22/04	133725	CITY OF GRETNA	40,252.56
216910	4/22/04	109843	NEXTEL PARTNERS INC	-324.74
Total for SPECIAL BUILDING				39,927.82
216920	4/22/04	133724	UNIV TEXAS BROWNSVILLE	450.00
Total for GRANT FUND				450.00

Millard Public Schools

Check Register for 4/22/04 - 4/22/04

Date: 4/22/04

Check Number	Date	Vendor No	Vendor Name	Amount
216899	4/22/04	133723	KERRY KEELAN-DINEEN	100.00
216904	4/22/04	130575	JAYNE MACHOLAN	75.00
216905	4/22/04	133005	NEBRASKA BRASS	150.00
216912	4/22/04	106973	RITA PASKOWITZ	500.00
216914	4/22/04	132773	MARY HELEN PELTON	500.00
Total for ACTIVITY FUND				1,325.00
Report Total				186,071.02

Millard Public Schools

Check Register for 4/15/04 - 4/15/04

Date: 4/15/04

Check Number	Date	Vendor No	Vendor Name	Amount
216878	4/15/04	107454	CHRISTOPHER COLLING	120.00
216881	4/15/04	060155	LYMAN-RICHEY CORPORATION	1,611.19
216882	4/15/04	109022	NEBRASKA DISTRICT NFL	300.00
216883	4/15/04	107732	BRIAN L NELSON	420.00
216884	4/15/04	106198	OMAHA CENTRAL HIGH SCHOOL	90.00
216885	4/15/04	108098	ANGELO D PASSARELLI	255.00
216886	4/15/04	071368	PETTY CASH/MILLARD NORTH	241.21
216887	4/15/04	108429	PETTY CASH/MILLARD SOUTH	154.67
216888	4/15/04	132115	PETTY CASH/YAP	188.00
216890	4/15/04	081630	SAM'S CLUB DIRECT	675.40
Total for GENERAL FUND				4,055.47
216879	4/15/04	130045	FARRIS ENGINEERING	6,370.00
Total for SPECIAL BUILDING				6,370.00
216880	4/15/04	132397	AIMEE L LIMONGI	98.00
216889	4/15/04	132394	ROSE BLUMKIN PERFORMING ARTS CENTER	45.00
Total for GRANT FUND				143.00
Report Total				10,568.47

Hot Lunch Fund

Millard Public Schools

Check Register for 5/3/04 - 5/3/04

Date: 4/26/04

Check Number	Date	Vendor No	Vendor Name	Amount
18327	5/3/04	109079	ALLTEL CORPORATION	74.23
18328	5/3/04	102870	MIDLAND COMPUTER INC	345.91
18329	5/3/04	100013	OFFICE DEPOT BUS. SVCS. DIV.	159.44
18330	5/3/04	071975	PEERLESS WIPING CLOTH	707.50
18331	5/3/04	130332	SHARON L POISEL	364.50
18332	5/3/04	079310	ROCKBROOK CAMERA CENTER	702.50
Total for FOOD SERVICE				2,354.08
Report Total				2,354.08

Enclosure F.1.
May 3, 2004



Don Stroh Administration Center • 5606 So. 147th Street • Omaha, NE 68137-2604 • (402) 895-8200 • Fax (402) 895-8409

April 28, 2004

TO: Board Members

FROM: Amy Friedman

RE: Employees of the Month

The Employees of the Month for May are Pat Gedbaw, fifth grade teacher at Black Elk Elementary and Tracy Neidig, special education paraprofessional at Millard North High School.

AF:sp

AGENDA SUMMARY SHEET

Agenda Item: Approval of Rule 4155.1

Meeting Date: May 3, 2004

Department: Human Resources

Title and Brief

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

Action Desired: Approval

Background: This rule needs to be reviewed since it was last revised in June 2003. In November 2003, the State Board of Education revised Rules 27 and 21, the basis for this Millard Board Rule

Options/Alternatives

Considered: N/A

Recommendations: Approval

Strategic Plan

Reference: N/A

Implications of

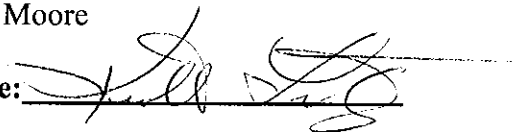
Adoption/Rejection: N/A

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

Responsible

Persons: Steve Moore

Superintendent's Signature:



Personnel

Code of Ethics

4155.1

Standards of Ethical and Professional Performance

Preamble

The Millard Board of Education hereby endorses and communicates to its staff the generally accepted minimal standards of professional practices adopted by the Nebraska State Board of Education.

A. Preamble

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

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

The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in ~~the State of Nebraska and for all educators, including administrators, in the Millard Public Schools with respect to ethical and professional conduct~~ with respect to ethical and professional conduct and are, therefore, declared to be the criteria of ethical and professional performance adopted pursuant to the provisions of Section 79-866 Neb. Rev. Stat. For holders of public school certificates.

B. Principle I - Commitment as a Professional Educator:

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

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

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of ~~race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition~~ race, color, religion, national origin, gender, marital status, disability, or age.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause in ~~another state~~ a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.

8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. Shall report to the Commissioner and the Millard Public Schools Superintendent any known violation of paragraphs G, E, or B above Principle I, number 7; Principle III, number 5; or Principle IV, number 2.
10. Shall seek no reprisal against any individual who has reported a violation of this rule code of ethics.

C. Principle II - Commitment to the Student:

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

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

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

D. Principle III - Commitment to the Public:

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

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

1. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
2. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
3. Shall neither offer nor accept gifts or favors that will impair professional judgment.
4. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.

5. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory, and shall not have a misdemeanor conviction involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21 (an offense under the laws of any jurisdiction, which, if committed in Nebraska, would constitute one of the following misdemeanors {with the applicable sections for the Revised Statutes of Nebraska in parenthesis}):
- a. Assult (third degree) (28-310)
 - b. Stalking (28-311.03)
 - c. Hazing (28-311.06)
 - d. False Imprisonment (28-315)
 - e. Sexual Assault (third degree) (28-320)
 - f. Abandonment of Spouse or Child (28-705)
 - g. Child Abuse (28-707)
 - h. Contributing to the Delinquency of a Child (28-709)
 - i. Prostitution (28-801)
 - j. Keeping a Place of Prostitution (28-804)
 - k. Debauching a Minor (28-805)
 - l. Public Indecency (28-806)
 - m. Sale of Obscene Material to Minor (28-808)
 - n. Obscene Motion Picture Show, Admitting Minor (28-809)
 - o. Obscene Literature Distribution (28-813)
 - p. Sexually Explicit Conduct (28-813.01)
 - q. Resisting Arrest (28-904 (1)(a)), when the conviction involves use or threat of physical force or violence against a police officer.
 - r. Indecency with an Animal (28-1010)
 - s. Intimidation by Phone Call (28-1310)

Other convictions related so such crimes including:

- t. Attempt to Commit A Crime (28-201)
- u. Criminal Conspiracy (28-202)
- v. Accessory to a Felony (28-204)
- w. Aiding, Abetting, Procuring, or Causing Another to Commit an Offense (28-206)

Convictions which have been set aside, nullified, expunged, or pardoned shall not be considered convictions for purposes of this rule, unless the laws of the jurisdiction of the conviction would allow the conviction to be used as the basis for denial of a certificate to teach, administer, or provide special services in schools.

6. Shall, with reasonable diligence, attend to the duties of his or her professional position.

E. Principle IV - Commitment to the Profession:

In the belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

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

1. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
2. Shall not misrepresent his or her professional qualifications, nor those of colleagues.

3. Shall practice the profession only with proper certification, and shall actively oppose the practice of the profession by persons known to be unqualified.

F. Principle V - Commitment to Professional Employment Practices:

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

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

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

Legal Reference: Neb. Rev. Stat. §§79-859, 79-866; 92 NAC 27, 92 NAC 21

Rule Approved: October 7, 1974
Revised: August 3, 1992; January 5, 1998; _____
Reaffirmed: June 2, 2003

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Revision of Policy 5146, Student Accident Insurance

Meeting Date: May 3, 2004

Department: Pupil Services

Title and Brief Description: This is the first reading of Policy 5146, Student Accident Insurance. The policy is being revised to bring require student accident insurance for students participating in cheerleading and dance team.

Action Desired: Approval.

Background: Cheerleading and dance team accidents have resulted in lawsuits around the country. They are high liability activities and students participating in them would benefit from coverage.

Options/Alternatives Considered: Consideration was given to leaving the Policy as it currently was written.

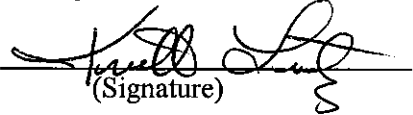
Recommendations: Approval of this Policy is necessary to provide consistency in the District accident insurance procedures.

Strategic Plan Reference: N/A

Implications of Adoption or Rejection: If the Policy were not approved, inconsistent practices would continue.

Timeline: Implement immediately

Responsible Persons(s): Dr. Roger R. Farr

Superintendent Approval: 
(Signature)

Board Action:

Pupil Services

Student Accident Insurance

5146

A group plan of student accident insurance shall be made available on a voluntary basis to every student registered in the schools of the District from kindergarten through grade twelve.

All students participating in school athletic programs, cheerleading, or dance team, are required to be covered by accident insurance. The accident insurance for athletes must be in effect prior to participation on any team.

AGENDA SUMMARY SHEET

AGENDA ITEM: Approval of Rule 5600.3, Student Health

MEETING DATE: May 4, 2004

DEPARTMENT: Pupil Services

TITLE AND BRIEF DESCRIPTION: This revision is necessary to because of revision in immunization laws, adding a requirement for cheerleaders and dance team members to get physicals, and a provision to allow parents to opt out of participation in invasive physical examinations or screening.

ACTION DESIRED: Information Only _____ Approval X

BACKGROUND: 20 U.S.C § 1232h, Pupil Rights Amendment requires notification of parents and opportunity to opt out of participation in of any non-emergency invasive physical examination or screening. The State Immunization Law was also changed to require varicella immunization.

OPTIONS AND ALTERNATIVE CONSIDERED:

RECOMMENDATIONS: Adoption of proposed rule.

STRATEGIC PLAN REFERENCE: N/A

IMPLICATIONS OF ADOPTION OR REJECTION: If rejected, Millard Public Schools would not be in compliance with Federal law, 20 U.S.C § 1232h and State Immunization Law.

TIMELINE:

RESPONSIBLE PERSON(S): Dr. Roger Farr

SUPERINTENDENT APPROVAL:


(Signature)

BOARD ACTION:

Pupil Services

Student Health

5600.3

Physical Examination, Immunization, and Inspection

- I. Physical Examination. Prior to the entrance of any student into kindergarten and the seventh grade or, in the case of a transfer from out of state, to any other grade in any District school, the parents or guardian must submit written evidence of a physical examination of the student by a physician, physician assistant, or advanced practice registered nurse.
 - A. The physical examination must have been performed within six (6) months of the date of enrollment.
 - B. The cost of such physical examination is to be borne by the parents or guardian of each child examined.
 - C. No physical examination shall be required of any student whose parents or guardian objects thereto in writing.

- II. Immunization. All students by law are required to be protected by immunization against measles, mumps, rubella, varicella (chicken pox), poliomyelitis, diphtheria, pertussis, tetanus, and Hepatitis B prior to enrollment and in accordance with the immunization standards prescribed in Title 173, Nebraska Administrative Code, Chapter 3-007.
 - A. Any student who does not comply with this provision shall not be permitted to continue in school until the student complies unless the student falls within the two (2) exceptions contained in this Rule.
 - B. Unless exempted by state law, the cost of such immunization shall be borne by the parents or guardian of each student who is immunized or by the Department of Health and Human Services for those students whose parents or guardian are unable to meet such cost.
 - C. Immunization shall not be required for enrollment if either of the following is submitted to the District:
 1. A statement signed by a physician, physician assistant, or advanced practice registered nurse stating that, in the health care provider's opinion, the immunizations required would be injurious to the health and well-being of the student or any member of the student's family or household; or
 2. A notarized affidavit signed by the student or, if the student is a minor, by a legally authorized representative of the student, stating that the immunization conflicts with the tenets and practice of a recognized religious denomination of which the student is an adherent or member or that immunization conflicts with the personal and sincerely followed religious beliefs of the student.
 3. The physician's statement or affidavit shall be kept in the student's file.

D. A student may be provisionally enrolled in the District in the following circumstances:

1. The student has begun the immunizations required by state law and the student is receiving the necessary immunizations as rapidly as is medically feasible and in accordance with the requirements of Title 173, Nebraska Administrative Code, Chapter 3-009.02; or
2. The student is the child or legal ward of an active member of the military services of the United States or of his or her spouse, and the student is enrolling in the District following residence in another state or in a foreign country, and the parents or guardian of the student provide the District with a signed written statement certifying that the student has completed the immunizations required by state law. The student's parents or guardian must thereafter provide the District with written evidence that the student has completed the immunizations required by state law, and if such written evidence is not provided to the District within sixty (60) days of the date of the provisional enrollment, then the student shall not thereafter be permitted to continue in school until such written evidence of compliance is provided.

III. Required Evidence of Immunization. For the purposes of compliance with the immunization requirements of state law, the student's parents or guardian shall be required to present to the District the following evidence of immunization:

- A. An immunization history containing the name of the vaccine, the month and year of administration (the month, day, and year for MMR vaccine), the name of the health practitioner, the agency where the immunization was obtained, and the signature of the physician, parent, guardian, or of such other person maintaining the immunization history of the student, verifying that the student has received these vaccines; or
- B. Laboratory evidence of circulating antibodies for measles, mumps, or rubella shall constitute evidence of immunity against those diseases provided the following information is supplied; name of test, test result, signature of laboratory technician performing the test or of the laboratory director, and date of signature.
- C. For purposes of compliance with this Rule, clinical history of measles, mumps, or rubella without laboratory or epidemiological confirmation does not constitute evidence of immunity. Epidemiological confirmation of a diagnosis means that the clinical history of measles, mumps, or rubella is corroborated by association with laboratory proven case(s) and that such epidemiological case(s) have been reported to and counted by the Department of Health and Human Services.

IV. Inspection. Qualified District personnel shall separately inspect District students to ascertain if any student is suffering from defective sight or hearing, dental defects, or other conditions as prescribed by the Department of Health and Human Services Regulation and Licensure.

- A. If such inspection determines that any student has such condition, the District shall notify the parents or guardian in writing of the condition and explain the necessity of professional attendance or professional assistance for such student.
- B. When a student apparently shows symptoms of any contagious or infectious disease, such student shall be sent home immediately, or as soon as safe and proper transportation can be found, and the District's Director of Pupil Services shall be notified at once.
- C. No student shall be compelled to submit to a physical examination other than the District inspection over the written objection of the student's parents or guardian, delivered to the District. Such objection shall not exempt the student from the state's quarantine laws nor prohibit an examination for infectious or contagious diseases.

- D. The District's inspections shall be conducted during the first quarter of each school year for students then in attendance. Thereafter, as students enter the District during the year, such inspections shall be made immediately upon their entrance.

V. Parental Notification and Opportunity to Opt out of Participation. Pursuant to the Protection of Pupil Rights Amendment, 20 U.S.C § 1232h, the District shall provide reasonable notice at the beginning of the school year, directly to the parents and guardians of students enrolled in District schools, of the specific or approximate dates of any nonemergency invasive physical examination or screening that is required as a condition of attendance and administered by the District and scheduled in advance, and which is not necessary to protect the immediate health and safety of the student or other students.

- A. An invasive physical examination is any medical examination that involves the exposure of private body parts, or any act during such an examination which includes incision, insertion, or injection into the body, but does not include a hearing, vision, dental, or scoliosis screening, or any physical examination or screening permitted or required by State law.
- B. Parents, guardians, and students who are eighteen (18) years old or emancipated under State law, may opt out of participation in any such invasive physical examination by providing the District with a signed written statement which declines participation in any such invasive physical examination.

VI. Physical Examinations for Student Athletes. Students participating in student athletics, cheerleading, or dance team, shall obtain a physical examination by a physician prior to participation, and shall submit the same to the District prior to participation.

- A. The requirement of the obtaining and submission of a physical examination will be in force each year a student participates in student athletics.
- B. Student athletes must also be covered by accident insurance prior to participation on any team. Student athletes are eligible to purchase insurance made available by the District.

VII. VI. Definitions.

- A. Student Athletics. Student athletics shall mean extracurricular school sponsored competitive interscholastic sports.
- B. Physician. Physician shall mean individuals who are licensed by the Department of Health and Human Services Regulation and Licensure as:
1. Medical Doctors (M.D.) who practice medicine and/or surgery; or
 2. Osteopathic Physicians (D.O.) who are also authorized to prescribe medications.
- C. Advanced practice registered nurse. Advanced practice registered nurse shall mean individuals who are licensed and practicing under and in accordance with the Advanced Practice Registered Nurse Act.
- D. Physician assistant. Physician assistant shall mean individuals who are licensed under Neb. Rev. Stat. Sections 71-1, 107.15 through 71-1, 107.30 to perform medical services under the supervision of a licensed physician.

Related Policy: 5600P

Legal References: 20 U.S.C. § 1232h

Neb. Rev. Stat. § 71-1, 102 *et seq.*

Neb. Rev. Stat. § 71-1, 137 *et seq.*

Neb. Rev. Stat. § 79-214 (3)

Neb. Rev. Stat. §§ 79-217 through 223

Neb. Rev. Stat. §§ 79-248 through 253

Title 173, Nebraska Administrative Code, Chapter 3

Rule Approved: July 20, 1992

Revised: November 20, 1995; December 4, 2000; August 6, 2001;

December 15, 2003; _____, 2004.

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: Approval of Rule 5710.1, Student Records

MEETING DATE: May 3, 2004

DEPARTMENT: Pupil Services

TITLE AND BRIEF DESCRIPTION: Revisions are being made to comply with federal law that military recruiters and institutions of higher education be provided directory information on students when requested.

ACTION DESIRED: Information Only _____ Approval X

BACKGROUND: Revisions are being made to comply with federal law that military recruiters and institutions of higher education be provided directory information on students when requested.

OPTIONS AND ALTERNATIVE CONSIDERED:

RECOMMENDATIONS: Adoption of proposed rule.

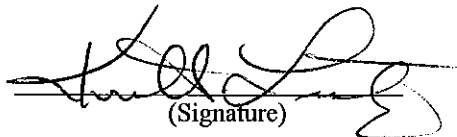
STRATEGIC PLAN REFERENCE: N/A

IMPLICATIONS OF ADOPTION OR REJECTION: If rejected clarification will not be added.

TIMELINE:

RESPONSIBLE PERSON(S): Dr. Roger Farr

SUPERINTENDENT APPROVAL:


(Signature)

BOARD ACTION:

Pupil Services

Student Records

5710.1

I. General Statement.

- A. Academic and Disciplinary Matters. All student records shall be maintained in a manner which separates academic and disciplinary matters. Disciplinary materials shall be removed and destroyed after a student's continuous absence from the District for a period of three (3) years unless otherwise provided for by applicable law. Nothing in this Rule shall prohibit the District from including appropriate information in the disciplinary record of any student concerning disciplinary action against such student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community; or disclosing such information to teachers and school officials in other schools who have legitimate educational interests in the behavior of the student.
- B. Right of Access. All District students and their parents, guardians, teachers, counselors, and school administrators shall have access to the files or records maintained by the District concerning such student, including the right to inspect, review, and obtain copies of such files or records. No other persons, unless otherwise authorized by this Rule, applicable law, or written consent, shall have access to such files or records, and the contents of such files or records shall not be divulged in any manner to any unauthorized person. Either parent shall have full rights under this Rule, unless the District has been provided with evidence that there is a court order, state statute, or legally binding document relating to such matters as divorce, separation, or custody that specifically revokes such rights.
- C. Forwarding of Records on Student Transfer. A copy of the student's files or records shall be provided at no charge, upon request, to any public or private school to which the student transfers.
- D. Student Attaining Age Eighteen or Postsecondary Enrollment. Once a student has attained eighteen (18) years of age or is attending an institution of postsecondary education, the permission and/or consent required of and the rights accorded to the student's parents or guardian shall be accorded to the student. If the student is disabled, the type and severity of the disability shall be taken into consideration before these rights are granted to the student.

II. Access to Student Records.

- A. Procedure. To obtain access to a student's records, the following procedure shall apply to persons with a right of access to District files, other than District personnel:
1. A written request for access shall be submitted to the building principal or principal's designee.
 2. The requested records shall be made available within forty-five (45) days of receipt of the request unless the request is denied.
 3. Within five (5) school days of receipt of the request, the principal or principal's designee shall notify the person making the request of the time and place for compliance with the request.
 4. Access shall be provided during the regular business hours of the school day.
 5. A record of access shall be maintained and kept with the student's records and made available only to the student's parents and the eligible student, to the school official, and

the school official's assistants who are responsible for the custody of such records, or other persons authorized by applicable law. Such record shall identify the party requesting or obtaining access to the student's records, and the legitimate or lawful interest that each person, agency, or organization has in obtaining this information. Access by District personnel who have a legitimate educational interest in the record need not be recorded.

- B. Information on More than One Student. If any material or document in the student record includes information on more than one student, the parents of each student shall have the right to inspect and review only the part of the record that relates to their child or to be informed of the specific information contained in that part of the record.

- III. Written Consent for Release of Information. Consent for inspection by or for the releasing of records to persons or institutions not specifically authorized by law or this Rule must be in writing, signed and dated by the person giving consent, reasonably identify the records to be released, state the reason for the release, and provide the names of parties to whom the records are to be released. If requested, a copy of the records shall be released to the student's parents and the student. Personal information released pursuant to a written consent shall only be transferred to a third party on the condition that such party will not permit any other party to have access to such information without the written consent of the parents of the student.

IV. Release of Student Records Not Requiring a Consent.

- A. Student records or files maintained by the District may be released without written consent to the following:
1. Other school officials, including District teachers, who have been determined by the District to have legitimate or lawful educational interests, including the educational interests of the child for whom consent would otherwise be required.
 2. Officials of other public or private schools or school systems to which the student seeks or intends to enroll, upon condition that the student's parents be notified of the transfer, receive a copy of the records if desired, and have an opportunity for a hearing to challenge the content of the records. Nothing in this Rule shall prohibit the District from disclosing to other schools appropriate information in the student's education records concerning disciplinary action taken against such student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community.
 3. Authorized representatives of:
 - a. The Comptroller General of the United States;
 - b. Secretary of Education; or
 - c. Authorized state educational authorities.
 4. Officials in connection with a student's application for, or receipt of, financial aid.
 5. State and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. Before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
 - b. After November 19, 1974, if:

- i. The allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve, prior to adjudication, the student whose records are released, and
 - ii. The officials and authorities to whom such information is disclosed certify in writing to the District that the information will not be disclosed to any other party except as provided under state law without the prior written consent of the parent of the student.
6. Organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted unless an organization is barred from access to personally identifiable information by determination of the Office of the Secretary of Education.
7. Accrediting organizations in order to carry out their accrediting functions.
8. Parents of a dependent student, as defined in 26 U.S.C. § 152.
9. Appropriate persons in connection with an emergency, if the knowledge of such information is necessary to protect the health or safety of the student or other persons.
10. Teachers and school officials in other schools who the District has determined have legitimate educational interests in the behavior of the student.
11. Entities or persons designated in a Federal grand jury subpoena, in which case the court, or other issuing agency, shall order, for good cause shown, the District (and any officer, director, employee, agent, or attorney for the District) on which the subpoena is served, to not disclose to any person the existence or contents of the subpoena or any information furnished to the grand jury in response to the subpoena.
12. Entities or persons designated in any subpoena issued for a law enforcement purpose, in which case the court or other issuing authority may order, for good cause shown, the District (and any officer, director, employee, agent or attorney for the District) on which the subpoena is served, not to disclose to any person the existence or contents of the subpoena or any information furnished in response to the subpoena.
13. Entities or persons designated in any judicial order, or pursuant to any lawfully issued subpoena, upon condition that the parents are notified of all such orders in advance of the compliance by the District.

B. Military recruiters and institutions of higher education shall be provided on request, with access to secondary school students' names, addresses, and telephone numbers as required by 10 U.S.C. §503c and 20 U.S.C. §7908. A secondary school student's name, address, and telephone number shall not be released to such military recruiters or institutions of higher education, if the student or the parent of the student informs the District in accordance with the District's student handbook, not to release such information without their prior written consent.

V. Directory Information.

- A. The District may publish in only the manners hereinafter provided, or may make available to the public in response to a request ~~thereof~~therefor, the categories of personally identifiable information which the District has specifically designated as directory information pursuant to 20 U.S.C. §§ 1232g(a)(5)(A) and (B), without the prior written consent of parents. Such directory information for a student shall not be published and shall not be made available to the public in response to a request therefor, if the student's parents inform the District in accordance with the District's student handbook, not to publish or not to make available to the public in response to a request therefor, such directory information without the parent's prior consent.
- B. The directory information which, pursuant to 20 U.S.C. §§ 1232g(a)(5)(A) and (B) the District designates for the purpose of making available to the public in response to a request therefor, only includes students' names.
- C. The directory information which, pursuant to 20 U.S.C. §§ 1232g(a)(5)(A) and (B) the District designates for the purpose of publishing in only the manners hereinafter provided, includes the student's name, address, telephone number, date and place of birth, major field of study, current grade level, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended by the student, photographs and other similar information.
- D. The directory information designated in the immediately preceding paragraph may be published by the District in only the following manners:
1. In accordance with the immediately preceding Section IV of this Rule.
 2. In District publications and materials, which are associated with District and/or student activities and events, including, but not limited to, yearbooks, annuals, newsletters, newspapers, activity and event programs, community communications, parent communications, student communications, and notices.
 3. In District press or media releases.
 4. In accordance with District Rule 1102.1 (III)(D) regarding web publishing and directory information.
 5. To District agents or contractors, or to District-affiliated organizations the purpose of which is to enrich or supplement the educational, instructional, curriculum, or administration programs of the District.
 6. To government agencies and other educational institutions.

VI. Photocopies. The District may charge a fee for copies of student records except that the imposition of a fee shall not prevent parents of students from exercising their right to inspect and review the student records or files and no fee shall be charged to such for retrieving any student's files or records. The charge, if any, shall be fifty (50) cents per page provided, however, that any charges for transcripts for students seeking or intending to enroll in a postsecondary facility or making application for financial aid shall be determined by the building principal. A copy of the student's records shall be provided at no charge, upon request, to any public or private school to which the student transfers.

VII. Right to Challenge Content of Student Records. Parents or eligible students may request a hearing to challenge the content of the student's records in order to insure that the records are not inaccurate, misleading, or otherwise in violation of the privacy or other rights of students, and to provide an opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate data contained therein and to insert into such records a written explanation by the parents regarding the contents of such records. The following procedure shall be followed.

- A. The proposed correction or deletion shall first be presented in writing, to the principal or designee. The principal or designee shall meet with all parties concerned within five (5) school days of the receipt of the request. Within three (3) school days of the meeting, the parties involved shall be notified in writing of the principal's decision, and of the right to a hearing if they disagree.
- B. If the parties involved are dissatisfied with the decision rendered by the principal, they can, within ten (10) school days of receipt of the written decision of the principal, present the challenge to the Superintendent or Superintendent's designee. The Superintendent or Superintendent's designee shall hold a hearing with all parties concerned within five (5) school days of the receipt of the request. The parents or eligible student shall be notified two (2) days prior to the hearing of the date, time, and place of the hearing. The hearing will be conducted by any individual who does not have a direct interest in the outcome of the hearing. All persons attending the hearing will keep confidential the information contained in the student records.
- C. Within three (3) school days following the hearing, the Superintendent or Superintendent's designee shall render a decision and send notice thereof in writing to the parties involved which will comply with the following:
 - 1. If it is determined that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, the record will be amended accordingly and the parents or eligible student shall be provided with a copy of the written amendment.
 - 2. If it is determined that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, the parents or eligible student shall be informed of their right to place a statement in the record commenting on the contested information and/or stating why there is disagreement with the Superintendent's decision.

VIII. Annual Notification. Parents or eligible students shall be annually notified of their rights under this Rule.

IX. Definitions.

- A. "Legitimate educational interests" shall mean either a direct involvement whether for reasons of testing, analyzing, teaching, disciplining, evaluating or similar involvement in the education of the student, or that a school official has to review an educational record in order to fulfill his or her duties.
- B. "Parent" shall mean the natural parent, adoptive parent, guardian or an individual acting as a parent in the absence of a parent or guardian.

- C. "Record" shall mean any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche, which directly relates to a student and which is maintained by the District or a party acting for the District. This definition does not include any records of instructional, supervisory, and administrative personnel and educational personnel ancillary to those persons that are kept in the sole possession of the maker of the record, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record, or any other record excluded by applicable law.
- D. "School officials" shall include the student's teachers, counselors, school psychologists, principal, Superintendent, and any persons to whom the above are responsible to or to whom the above may delegate their duties. "School officials" shall also include District officers, employees, contractors, consultants, and agents.

Legal References: 10 U.S.C 40-§ 503(c)
20 U.S.C. § 1232g
20 U.S.C § 7908
34 C.F.R. § 99.1 *et seq.*
Neb. Rev. Stat. § 79-2,104
Neb. Rev. Stat. § 79-2,105
Neb. Rev. Stat. § 79-539

Rule Approved: July 19, 1988
Revised: April 21, 1997; November 6, 2000; July 16, 2001; _____, 2004

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: Approval of Rule 5720.1, Records Retention and Disposition

MEETING DATE: May 3, 2004

DEPARTMENT: Pupil Services

TITLE AND BRIEF DESCRIPTION: Revisions are being made to clarify wording on transferring student disciplinary records between buildings.

ACTION DESIRED: Information Only _____ Approval X

BACKGROUND: Discipline records have been transferred between buildings when students move to the next level for three years. The wording is being changed for clarification but will not change the present practice of transferring student discipline records between buildings when students change levels.

OPTIONS AND ALTERNATIVE CONSIDERED:

RECOMMENDATIONS: Adoption of proposed rule.

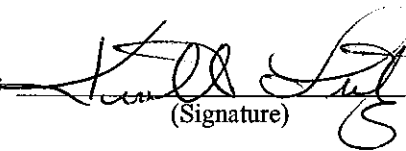
STRATEGIC PLAN REFERENCE: N/A

IMPLICATIONS OF ADOPTION OR REJECTION: If rejected clarification will not be added.

TIMELINE:

RESPONSIBLE PERSON(S): Dr. Roger Farr

SUPERINTENDENT APPROVAL:


(Signature)

BOARD ACTION:

Pupil Services

Records Retention and Disposition

5720.1

I. Definitions. The following definitions shall apply herein:

A. "Permanent Student Records" shall consist of the following:

1. Student's social security number or student identification number.
2. Record of dates of attendance.
3. Grade level completed.
4. Transcript of classes taken with grades and credits received.
5. Record of date and type of inoculations and health examinations that are given to the class or student body as a whole.
6. Signatures of people who are required to sign for access to student records and statement of purpose for such access.
7. Student's or student's parents' written consent of release of student records.

B. "Subsidiary Student Records" shall consist of the following:

1. Results of Essential Learner Outcomes, and standardized achievement, aptitude, ability, interest, and intelligence tests including but not limited to Armed Services Vocational Aptitude Battery and Screening Assessment Gifted Students.
2. Individual Learning Plans and re-teaching plans.
3. Record of participation in officially recognized school activities and sports.
4. Psychological examination reports (maintain in special education file).
5. School educational specialists' reports.
6. Millard Intervention Team reports.
7. Truancy reports (maintain in discipline file).
8. Results of non-disciplinary school hearings concerning students.
9. Parent's written consent permitting special examination of their child.
10. Copy of the birth certificate.
11. Divorce decrees or court custody documents.
12. Residency forms.
13. Communication of status if student will not graduate.

14. Life Skills Assessment results.
 15. Section 504 documents.
 16. Chapter One Reports.
- C. "Special Education Records" shall include records relating to the provision of special education and related services and the evaluation for special education and related services.
- D. "Cumulative Folders" shall include those permanent student records that are maintained at the District school building of attendance. When copies of a student's records are requested or when the student's records are transferred, the cumulative folder will be updated to include those subsidiary records that pertain to the student.
- E. "Eligible student" means a student who has reached eighteen (18) years of age or is attending an institution of postsecondary education. If a student is disabled, the type and severity of the disability shall be taken into consideration when determining if the student is an eligible student.

II. Records Retention, Maintenance, Transfer, and Destruction.

A. Accountability for Records.

1. The principal of each elementary and middle school and the registrar of each high school shall be responsible for the maintenance, retention, transfer, and destruction of student records in accordance with this Rule.

B. Maintenance and Destruction.

1. All permanent student records shall be maintained in the student's cumulative folder. Permanent student records and directory information shall be microfilmed and destroyed upon the student's graduation or after a three (3) year continuous absence from school, in the manner set forth hereinafter. The microfilm shall be maintained permanently.
2. Student disciplinary records shall be maintained in a separate file. Student disciplinary records shall be destroyed after the student's three (3) year continuous absence from the District.
3. Subsidiary student records may be maintained in specified files other than the cumulative folder for the purposes of daily record keeping but must be included in the cumulative folder when the student's records are requested or when they are transferred. Subsidiary records shall be destroyed after the student's three (3) year continuous absence from the District.

C. Transfer of Student Records Between Building Levels and District Schools.

1. All records of a student transferring from one school to another within the District shall be sent by the school where the student has been enrolled as soon as the receiving school notifies such school.
2. All records including disciplinary records for all students who complete the eighth grade shall be forwarded to the District senior high school. In the event a student completes eighth grade but does not enroll in a District high school, the receiving District high school shall maintain such records for three (3) consecutive years. After such a three (3) consecutive year period, the permanent student records shall be transferred to Pupil Services to be microfilmed and destroyed and the District high school shall destroy the subsidiary student records and discipline records.

3. All records including disciplinary records for all students who complete the fifth grade shall be forwarded to the District middle school. In the event a student completes fifth grade but does not enroll in a District middle school, the receiving District middle school shall maintain such records for three (3) consecutive years. After such a three (3) consecutive year period, the permanent student records shall be transferred to Pupil Services to be microfilmed and destroyed and the District middle school shall destroy the subsidiary student records and discipline records.
4. No records shall be removed or purged before transfer to another school within the District.

D. Special Education Records.

1. Special education records shall be transferred to the Special Education Department whenever a student leaves the District.
2. The Special Education Department shall retain special education records for five (5) years after the completion of the activities for which special education funds were used.
3. Parents shall be informed when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to the student.
4. The information which is no longer necessary to provide educational services to the student must be destroyed at the request of the parent. However, a record of the student's name, address, and phone number, his/her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

E. Transfer of Student Records to Other Schools.

1. The records including disciplinary records of a student who moves out of the District shall be transferred to another school or postsecondary institution under the following conditions:
 - a. For students under eighteen (18) years of age,
 - (i) When a request from the school where the student seeks or intends to enroll is received, or
 - (ii) Upon written consent or request of the parent or guardian, or
 - (iii) Upon request from a student who seeks or intends to enroll in a postsecondary institution.
 - b. For eligible students,
 - (i) When a request from the school where the student seeks or intends to enroll is received, or
 - (ii) Upon written request or consent of the eligible student.
 - c. When a request is received from the school where the student seeks or intends to enroll, the parents or eligible student shall be notified of the transfer and which records were transferred, receive a copy of the records if desired, and have an opportunity for a hearing to challenge the content of the records.

Legal References: 20 U.S.C. § 1232g
34 C.F.R. § 99.1 *et seq.*
34 C.F.R. § 300.573
Neb. Rev. Stat. § 79-2,104(1)
Neb. Rev. Stat. § 79-2,105
Title 92, Nebraska Administrative Code, Chapter 51-009.01N
Nebraska Records Management Division Schedule 10
Nebraska Records Management Division Schedule 24

Rule Approved:

Millard Public Schools

Revised: July 20, 1992; November 20, 2000; July 16, 2001; June 17, 2002; _____ Omaha, NE
_____, 2004.

AGENDA SUMMARY SHEET

Agenda Item: Approval of Rule 6700.6

Meeting Date: May 3, 2004

Department: Educational Services

Title and Brief Description: Rule revision and update.

Action Desired: Approval of Rule 6700.6

Background: Clarification of transportation and travel expectations is suggested to assure safety procedures are followed.

Options/Alternatives Considered:

Recommendations: Approval of Rule 6700.6

Implications of Adoption/Rejection: N/A

Timeline: N/A

Responsible Person: Dr. Judy Porter

Associate Superintendent's Signature: Martha Bruckner

Superintendent's Signature: [Signature]

Curriculum, Instruction, and Assessment

Extracurricular School Sponsored Clubs and Activities and Interscholastic Athletics and Activities (Travel and Trips)

6700.6

Extracurricular school sponsored clubs and activities, and interscholastic athletics and activities involving the transportation of participants or spectators in school-sponsored vehicles shall be subject to the following guidelines:

- I. All trips shall originate and terminate at the school.
- II. On all trips, the rules and regulations of the building and the Millard Public Schools regarding students and student conduct shall be in effect from the time of departure until the time of return.
- III. Written approval of the student's parent or guardian must be secured.
- IV. A trip permit may be signed by a student's parent or guardian and placed on file for the school year.
- V. The activity director will arrange transportation for interscholastic and extracurricular activities and athletics. Trips that are scheduled for a length of time beyond sixteen (16) hours, or which may require student involvement or transportation beyond 12:00 midnight, or which require overnight accommodations, shall not be approved unless the mode of transportation has a properly permitted or licensed driver who complies with the hourly driving limitations of Title 92, Nebraska Administrative Code, Chapter 91-005.06G. Certificated staff who are providing transportation for interscholastic or extracurricular activities or athletics shall also comply with the hourly driving limitations of Title 92, Nebraska Administrative Code, Chapter 91-005.06G.
- ~~VI.~~ VI. The coach or club or activity sponsor, in consultation with the principal or designee, may give a student permission to use alternate transportation.

Related Policy: 6700, and Rules: 6700.1, 6700.2, 6700.3, 6700.4, 6700.5.

Rule Approved: June 16, 1975

Revised: August 23, 1999; March 4, 2002; May 3, 2004

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: Various Matters Related to Elementary #23 Lease Purchase

MEETING DATE: May 3, 2004

DEPARTMENT: Business

TITLE & BRIEF DESCRIPTION: Various Matters Related to Elementary #23 Lease Purchase

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: (See attached memo dated 4-26-04)

OPTIONS AND ALTERNATIVES: n/a

RECOMMENDATION: It is recommended that approval be given to the RESOLUTION APPROVING THE FORMATION OF THE SUBURBAN SCHOOLS BUILDING CORPORATION AND THE ASSISTANCE OF SUCH CORPORATION ON BEHALF OF DOUGLAS COUNTY SCHOOL DISTRICT 017 (MILLARD PUBLIC SCHOOLS) TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, IMPROVING AND EQUIPPING OF ELEMENTARY SCHOOL 23 ("PROJECT"); AUTHORIZING THE EXECUTION AND DELIVERY BY THE DISTRICT OF A SCHOOL FACILITIES LEASE WITH OPTION TO PURCHASE AGREEMENT ("AGREEMENT") WITH SUCH CORPORATION AND OF A CONTINUING DISCLOSURE UNDERTAKING; APPROVING THE ISSUANCE OF CERTIFICATES OF PARTICIPATION IN THE DISTRICT'S LEASE RENTAL PAYMENTS UNDER THE AGREEMENT; APPROVING THE FORMS OF AN INDENTURE OF TRUST, PRELIMINARY OFFERING CIRCULAR AND CERTIFICATES PURCHASE AGREEMENT; AGREEING TO ACCEPT TITLE TO THE PROJECT FOLLOWING THE TERM OF THE AGREEMENT; ESTABLISHING AN EFFECTIVE DATE; AND RELATED MATTERS.

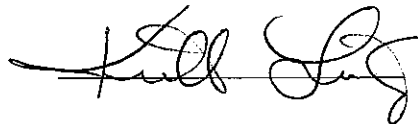
STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a


TIMELINE: Immediate

RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration); Curtis Christensen, Attorney with Kutak Rock (Special Security Counsel)

SUPERINTENDENT'S APPROVAL:



MEMORANDUM

To: K. Lutz
From: K. Fossen 
Re: Elementary #23
Date: April 26, 2004

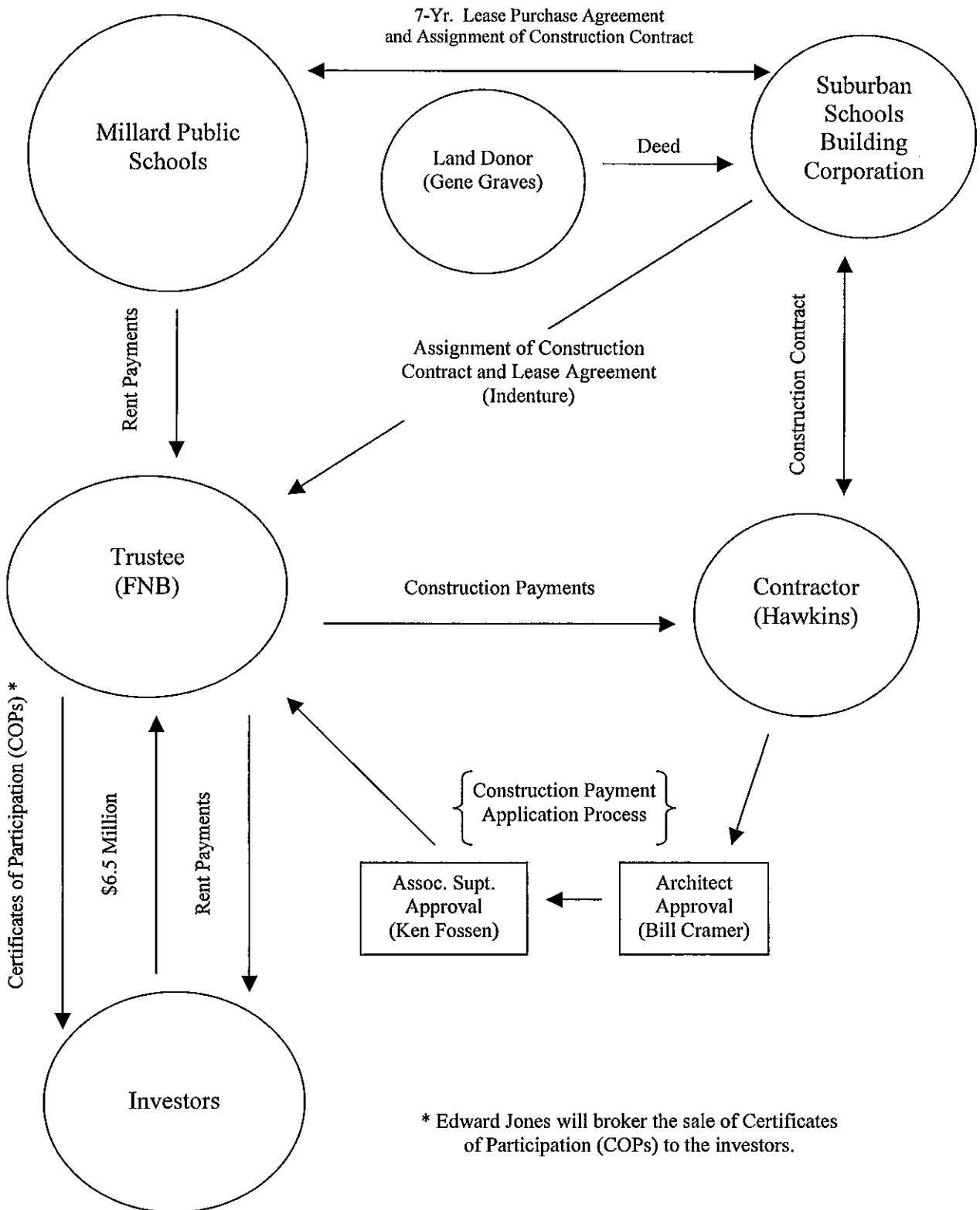
We have a number of documents related to Elementary #23 that will be presented to the Board next Monday evening. In an effort to provide some understanding of how these documents fit together, I've constructed a graphic that is attached hereto for your information.

In a nutshell, the Board will be approving the creation of the Suburban Schools Building Corporation (SSBC). This corporation will hold title to the land (donated by Gene Graves), will enter into a 7-year lease purchase with the District for the Elementary #23 building, and will enter into a construction contract with the builder (i.e., Hawkins Construction). The SSBC will assign its interests to the First National Bank as Trustee for the transactions that will occur during the time of the lease purchase.

The Trustee (i.e., First National Bank) will work with Edward Jones in issuing Certificates of Participation (COPs) in the amount of \$6.5 million to fund the construction project. It will then pay the contractor (with the approval of the architect and the District) as the construction project proceeds. It will also receive the rental payments (i.e., the lease purchase payments) from the District. The first payment from the District will be in the amount of \$1.3 million and will be made on the date of closing (i.e., on or about May 26, 2004). This amount will be held in reserve and may be used to make the final payment under the lease purchase agreement (similar to a rental agreement where the last month's rent is paid up front). The reserve will also be used to pay for the expenses associated with the issuance of the Certificates.

The annual rental payments will be about \$1.05 million per year. After the final payment is made under the 7-year lease purchase agreement, title to the building (and land) will be transferred to the District.

Elementary #23 Construction & Payments



* Edward Jones will broker the sale of Certificates of Participation (COPs) to the investors.

May 3, 2004
Omaha, Nebraska

A meeting of the Board of Education (the "Board") of Douglas County School District 017 in the State of Nebraska, also known as the Millard Public Schools (the "District"), was held at the regular meeting place of the Board at the Don Stroh Administration Building, 5606 South 147 Street, Omaha, Nebraska, at 7:00 p.m. on May 3, 2004, in a publicly convened session, the same being open to the attendance of the public and having been preceded by advance publicized notice, said advance publicized notice having been given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended, and having set forth (a) the time, date, and place of this meeting; (b) that this meeting would be open to the attendance of the public; and (c) that an agenda of then known subjects to be taken up at the meeting could be obtained from the office of the Superintendent of Schools (the "Superintendent"). Each Board Member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Board Member simultaneously with its publicizing. Copies of the affidavits of publication of said advance publicized notice were ordered annexed to the minutes of this meeting as Attachment 1. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date, and place of the meeting. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

The President of the Board, Jean Stothert, presided, and the Secretary of the Board, Brad Burwell, recorded the proceedings. On roll call the following Board Members were present:

_____.

The following Board Members were absent: _____.

A quorum being present and the meeting duly commenced, the following proceedings were had and done.

Board Member _____ offered the following resolution and moved its passage and adoption:

RESOLUTION APPROVING THE FORMATION OF THE SUBURBAN SCHOOLS BUILDING CORPORATION AND THE ASSISTANCE OF SUCH CORPORATION ON BEHALF OF DOUGLAS COUNTY SCHOOL DISTRICT 017 (MILLARD PUBLIC SCHOOLS) TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, IMPROVING AND EQUIPPING OF ELEMENTARY SCHOOL 23 ("PROJECT"); AUTHORIZING THE EXECUTION AND DELIVERY BY THE DISTRICT OF A SCHOOL FACILITIES LEASE WITH OPTION TO PURCHASE AGREEMENT ("AGREEMENT") WITH SUCH CORPORATION AND OF A CONTINUING DISCLOSURE UNDERTAKING; APPROVING THE ISSUANCE OF

CERTIFICATES OF PARTICIPATION IN THE DISTRICT'S LEASE RENTAL PAYMENTS UNDER THE AGREEMENT; APPROVING THE FORMS OF AN INDENTURE OF TRUST, PRELIMINARY OFFERING CIRCULAR AND CERTIFICATES PURCHASE AGREEMENT; AGREEING TO ACCEPT TITLE TO THE PROJECT FOLLOWING THE TERM OF THE AGREEMENT; ESTABLISHING AN EFFECTIVE DATE; AND RELATED MATTERS.

WHEREAS, Douglas County School District 017 in the State of Nebraska (the "District") desires to approve the formation of the Suburban Schools Building Corporation (the "Corporation") and the assistance by the Corporation on behalf of the District, including the issuance of certificates of participation representing proportionate interests in the District's lease purchase rental payments pursuant to the hereinafter-defined Agreement, for the purpose of providing for the acquisition, construction, improvement and equipping of Elementary School 23 (the "Project") to be located within the District; and

WHEREAS, the Board desires that the Corporation arrange for the issuance of such certificates of participation, the proceeds of which will be applied to the payment of the costs of the Project, and to enter into the Agreement with the District to provide, among other things, for the payment by the Corporation of the costs of the Project on behalf of the District; and

WHEREAS, under applicable Internal Revenue Service rulings, approval by the Board of the formation of the Corporation and the issuance of the certificates of participation is required in order that the interest on the certificates of participation shall be exempt from federal income taxes, which exemption will reduce the Corporation's interest costs and thereby reduce the rental payments to be made by the District under the Agreement; and

WHEREAS, also under applicable Internal Revenue Service rulings, in order that the interest on the certificates of participation shall be exempt from federal income taxes, the Board must agree that the District will accept delivery of full legal and unencumbered title to the Project at the end of the term of the certificates of participation; and

WHEREAS, the Corporation is expected to approve and authorize the issuance of not to exceed \$6,500,000 aggregate principal amount of Certificates of Participation, Series 2004 (the "Certificates"), and the execution and delivery of a School Facilities Lease with Option to Purchase Agreement dated as of May 15, 2004 with the District for the lease purchase by the District of the Project in substantially the form attached hereto and marked as Exhibit A (the "Agreement"), a Certificates Purchase Agreement with Edward D. Jones & Co., L.P. (the "Underwriter"), in substantially the form attached hereto and marked as Exhibit B (the "Purchase Agreement"), a Trust Indenture with First National Bank of Omaha, Omaha, Nebraska, as trustee (the "Trustee"), in substantially the form attached hereto and marked as Exhibit C (the "Indenture"), and the Preliminary Offering Circular and final Offering Circular in substantially the form attached hereto and marked as Exhibit D; and

WHEREAS, the Board desires to approve the issuance of the Certificates, to authorize the execution and delivery by the District of the Agreement and the Continuing Disclosure Undertaking, in substantially the form attached to the Preliminary Offering Circular (the "Continuing Disclosure Undertaking"), to approve the form of the Indenture and the Purchase

Agreement and to approve the form, content and distribution of the Preliminary Offering Circular and final Offering Circular; and

WHEREAS, the Board desires to delegate to the President or the Vice President, the Superintendent or the Associate Superintendent for General Administration the responsibility of approving certain details of the Certificates prior to their issuance and desires further that the members of the Board and the officers and employees of the District shall have the authority and be directed to do such things and sign such documents as shall be necessary to accomplish the issuance, sale and delivery of said Certificates and all matters relating to the acquisition, construction, improving and equipping of the Project by the Corporation on behalf of the District;

BE IT RESOLVED BY THE BOARD OF EDUCATION OF DOUGLAS COUNTY SCHOOL DISTRICT 017, IN THE STATE OF NEBRASKA, ALSO KNOWN AS MILLARD PUBLIC SCHOOLS:

1. The Board hereby approves the formation of the Corporation, and the Corporation is authorized to do that which is necessary and appropriate in order that it provide for the issuance of the Certificates for the purpose of providing for the payment on behalf of the District of the costs of the Project. Authority is hereby granted and approval is hereby given for the Agreement between the Corporation and the District for the lease purchase by the District of the Project in accordance with the provisions of § 79-10,105, Reissue Revised Statutes of Nebraska, 1996, as amended, which Agreement is attached hereto and marked as Exhibit A and incorporated herein by this reference, such Agreement providing that title to the Project shall be conveyed without further consideration to the District at the termination of the Agreement.

2. The Agreement, the Indenture and the Continuing Disclosure Undertaking and the Purchase Agreement are hereby authorized and approved in the forms attached hereto and the President or, in the absence of the President, the Vice President of the Board and the Secretary be and they are hereby authorized and directed to execute and deliver the Agreement and the Continuing Disclosure Undertaking for and on behalf of the District, including necessary counterparts, in substantially the forms and contents attached hereto, but with such changes, modifications, additions or deletions therein as shall seem to them necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all changes, modifications, additions or deletions therein. From and after the execution and delivery of the Agreement and the Continuing Disclosure Undertaking, the President or the Vice President of the Board, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents, certificates and opinions as may be necessary to carry out and comply with the provisions of the Indenture, the Agreement and the Continuing Disclosure Undertaking and the Purchase Agreement.

3. Payment by the District to the Corporation (or to the Trustee pursuant to assignment by the Corporation) of the Rental Payment amounts due from time to time under and pursuant to the Agreement, as shall be set forth in Exhibit A thereof, is hereby authorized and directed, subject, however, to annual budgeting and appropriation by resolution of this Board as provided by the Agreement.

4. The form and content of the Preliminary Offering Circular for the Certificates attached hereto and marked as Exhibit D be and the same are in all respects authorized and approved, the distribution by the Underwriter of the Preliminary Offering Circular is hereby ratified, approved and confirmed and the Underwriter is hereby authorized to use and distribute the final Offering Circular in substantially the form and content, hereby authorized and approved, of the Preliminary Offering Circular with such changes, modifications, additions or deletions therein as shall be consequent to the establishment of the final terms of the Certificates and as shall seem to the President, Superintendent or Associate Superintendent for General Administration or Vice President necessary, desirable or appropriate. Furthermore, the Underwriter is hereby authorized to use and distribute all other documents, certificates and statements furnished by the District or by the Corporation to the Underwriter in connection with the transactions contemplated by the Agreement, the Indenture and the Offering Circular.

5. The issuance and delivery by the Corporation and the Trustee of the Certificates in the aggregate principal amount of not to exceed \$6,500,000 with a final maturity of May 15, 2011 and bearing interest at the rates per annum of not exceeding 4.25% per annum and otherwise on the terms and conditions set forth in the Indenture, the Purchase Agreement and Offering Circular are hereby approved.

6. The disbursement of not to exceed \$1,300,000 from funds on deposit in the Special Building Fund for deposit in the Reserve Fund established by the Indenture and in payment of costs of the Project, including issuance costs of the Certificates, in excess of the amount of proceeds available for such costs is hereby approved and authorized.

7. All actions heretofore taken by the officers and officials of the District in connection with issuance and sale of the Certificates, including, without limitation, the deeming final of the Preliminary Offering Circular as of its date, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, and the preparation and distribution of documents relating to such issuance and sale, together with all other actions taken in connection with any of the foregoing, be and the same are hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

8. The Board does hereby agree that the District will accept delivery of full legal and unencumbered title to the Project at the end of the term of the Certificates.

9. The obligations of the District under the Agreement shall not constitute an indebtedness of the District or any agency thereof within the meaning of any constitutional or statutory limitation and shall not constitute a liability of or a lien or charge upon moneys or property of the District or any agency thereof, except those lawfully available moneys which the Board of Education has budgeted and appropriated therefor during any annual fiscal period, as provided by the Agreement.

10. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs all of the officers, employees, and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution, the execution and

delivery of the Agreement, and the issuance, sale, and delivery of the Certificates as contemplated by the Agreement, including, without limitation and whenever appropriate, the execution and delivery thereof and of all other related documents, instruments, certifications, and opinions; and (b) delegates, authorizes, and directs the Superintendent and the President (or, in the absence of the Superintendent or the President, the Associate Superintendent for General Administration or the Vice President) the right, power, and authority to exercise their own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by the Superintendent or the President (or, in the absence of the Superintendent or the President, the Associate Superintendent for General Administration or the Vice President) or by any such other officer(s), employee(s) or agent(s) of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

11. If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the obligations of the District under the Agreement.

12. If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

13. This Resolution shall be in force and take effect from and after its passage as provided by law.

PASSED AND ADOPTED this 3rd day of May, 2004.

DOUGLAS COUNTY SCHOOL
DISTRICT 017 IN THE STATE OF
NEBRASKA (Millard Public Schools)

ATTEST:

Secretary

By _____
President

The foregoing resolution having been read, Board Member _____ seconded the motion for passage, and after discussion the roll call was made thereon, and the following Members of the Board voted in favor of the passage and adoption of said resolution:

_____.

The following members of the Board voted against the same:

_____.

The following members of the Board were absent or abstained from voting:

_____.

The foregoing resolution, having been consented to by a majority of the Members of the Board, was by the President declared passed and adopted.

SECRETARY

PRESIDENT

**SCHOOL FACILITIES LEASE WITH
OPTION TO PURCHASE AGREEMENT**

by and between

SUBURBAN SCHOOLS BUILDING CORPORATION,
as Lessor

and

**DOUGLAS COUNTY SCHOOL DISTRICT
017 IN THE STATE OF NEBRASKA,**
as Lessee

Dated as of May 15, 2004

Return copy to:

Security Land Title & Escrow Company
13924 Gold Circle
Omaha, NE 68144

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**SCHOOL FACILITIES LEASE WITH
OPTION TO PURCHASE AGREEMENT**

THIS SCHOOL FACILITIES LEASE WITH OPTION TO PURCHASE AGREEMENT (this "Lease"), dated as of the 15th day of May, 2004, is made and entered into by and between **SUBURBAN SCHOOLS BUILDING CORPORATION**, as lessor ("Lessor"), whose principal business address is as shown on the execution page hereof, and the **DOUGLAS COUNTY SCHOOL DISTRICT 017 IN THE STATE OF NEBRASKA**, as lessee ("Lessee"), whose address is as shown on the execution page hereof.

Lessee is authorized pursuant to the Act (as defined below) to enter into a lease-purchase program for the acquisition, construction, equipping, installation and use of an elementary school building and related public education facilities in Omaha, Nebraska (the "Project"), subject to appropriation by the Board of Education of Lessee from Lessee's General Fund or Building Fund.

In consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

"*Act*" means Reissue Revised Statutes of Nebraska, 1996, § 79-10,105, as amended.

"*Additional Certificates*" means any certificate or certificates of participation in addition to, and on a parity with the Series 2004 Certificates, executed and delivered by Trustee under Section 2.10 of the Indenture.

"*Additional Rentals*" means, in respect of this Lease, the cost of all (a) reasonable expenses and fees of Trustee or Lessor, related to the performance of the provisions of this Lease or any Security Document related to the Leased Property, or otherwise incurred at the request of Lessee which are not Rental Payments; (b) taxes, insurance premiums, utility charges, maintenance, repair, improvement and replacement with respect to the Leased Property; and (c) all other charges and costs (together with all interest and penalties that may accrue thereon in the event that Lessee shall fail to pay the same, as specifically set forth in this Lease) which Lessee shall assume or agree to pay in addition to Rental Payments under this Lease with respect to the Leased Property. Additional Rentals shall not include Rental Payments.

"*Business Day*" means any day other than a Saturday, a Sunday or a day on which banking or other trust institutions in Omaha, Nebraska are authorized or obligated by law or executive order to be closed.

“Certificate” means any Series 2004 Certificate or Certificates and any Additional Certificates executed and delivered by Trustee under the Indenture.

“Completion Date” means the date of completion of acquisition, construction and installation of the Project, as that date shall be certified as provided in Section 3.05 hereof.

“Contractor” means each of the contractors, manufacturers or vendors from which Lessee (or Lessor at Lessee’s request) has ordered or will order or with whom Lessee (or Lessor at Lessee’s request) has contracted or will contract for the acquisition, construction and/or installation of the Project or any portion thereof.

“Indenture” means the Trust Indenture dated as of May 1, 2004 by and between Lessor and Trustee.

“Lease” means this School Facilities Lease With Option To Purchase Agreement and the Project Schedule in which the Project is described.

“Lease Term” means with respect to the Project, the period during which this Lease is in effect as specified in Section 4.1.

“Net Proceeds” means any insurance proceeds or condemnation awards paid with respect to the Project or any portion thereof remaining after payment therefrom of all expenses incurred in the collection thereof.

“Nonappropriation” means the failure of the Board of Education of Lessee to appropriate funds from the General Fund, Building Fund or otherwise for any annual fiscal period of Lessee sufficient for the continued performance of this Lease by Lessee with respect to the Project as evidenced by the passage of a resolution specifically prohibiting Lessee from performing its obligations under this Lease with respect to the Project and from using any funds to pay the Rental Payments due under this Lease with respect to the Project for a designated fiscal period and all subsequent fiscal periods.

“Payment Date” means the date upon which any Rental Payment is due and payable as provided in the Project.

“Permitted Encumbrances” means, as of any particular time, (i) liens for taxes and assessments not then delinquent, (ii) this Lease and amendments hereto, (iii) Lessor’s interest in the Project and (iv) taxes, assessments and other charges in good faith contested by Lessee.

“Premises” means the premises described herein in the Project Schedule, which are being leased by Lessor to Lessee pursuant to this Lease.

“Project” means the elementary school building and related public education facilities authorized by resolution of the Board of Education of Lessee and described in the Project Schedule, and which are being leased with option to purchase by Lessee pursuant to this Lease.

“Project Schedule” means a schedule consisting of Exhibit A hereto in which the Project and Premises are described.

“*Purchase Option Price*” means with respect to the Project, as of the Payment Dates specified in the Project Schedule, the amount so designated and set forth opposite each such date in such Project Schedule.

“*Rental Payment*” means with respect to the Project, the payment due from Lessee to Lessor on each Payment Date during the Lease Term pursuant to Section 5.01, as shown in the Project Schedule, together with any additional payment as may be required from time to time pursuant to Section 5.01.

“*Security Documents*” means any deed of trust or mortgage, security instrument, financing statements and any other instruments or documents providing security for the Owners of the Certificates.

“*Series 2004 Certificate*” means any certificate or certificates of participation executed and delivered by Trustee as provided by Section 2.01 of the Indenture.

“*Specifications*” means the bid specifications and/or purchase order pursuant to which Lessee has contracted for the Project or any portion thereof from a Contractor.

“*State*” means the State of Nebraska.

“*State and Federal Law or Laws*” means the Constitution and any law of the State and any rule or regulation of any agency subdivision of the State; and any law of the United States and any rule or regulation of any federal agency.

“*Tax Certificate*” means the No Arbitrage Certificate of Lessee dated as of the date of original delivery of the Certificates together with the Letter of Instructions of Special Counsel of even date, and any and all modifications, alterations, amendments and supplements thereto.

“*Trustee*” means First National Bank of Omaha, Omaha, Nebraska, as trustee under the Indenture.

Section 1.02. Exhibits.

(a) ***Exhibit A.*** A schedule executed by Lessor and Lessee describing the Premises and the Project being leased by Lessee pursuant to this Lease, and setting forth the date and amount of each Rental Payment coming due during the Lease Term with respect to the Project, the principal and interest component of each such Rental Payment and the price at which Lessee may exercise its option to purchase Lessor’s interest in the Project in accordance with Article X. Lessee hereby authorizes Lessor to insert on Exhibit A the Payment Dates and, subject to Lessee’s approval, any serial or other identifying numbers relating to the Project if and when available;

(b) ***Exhibit B.*** A form of Completion Certificate of Lessee, to be executed by Lessee, indicating that the Project has been acquired, constructed and installed in accordance with the Specifications and has been accepted by Lessee and that certain other requirements have been met by Lessee;

(c) **Exhibit C.** A form of opinion of counsel to Lessee as to the organization, nature and powers of Lessee; the validity, execution and delivery of this Lease and various related documents; the absence of litigation; and related matters;

(d) **Exhibit D.** A form of Requisition from Lessee to Trustee directing that Trustee make certain payments as described therein; and

(e) **Exhibit E.** A form of Continuing Disclosure Certificate to be executed by Lessee in accordance with Section (b)(5)(i) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Lessee represents and warrants to and covenants with Lessor with respect to this Lease and the Project, as follows:

(a) Lessee is authorized under the Constitution and laws of the State, including the Act, to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(b) The execution and delivery of this Lease by the officer or officers of Lessee executing each have been duly authorized by appropriate official action, and such action has complied and/or will comply with all public bidding and other State and federal laws applicable to this Lease and the acquisition, construction, installation, financing and use of the Project by Lessee.

(c) The leasing of the Project will serve a function which presently is, and is anticipated to continue to be, essential to the proper, efficient and economic operation of Lessee in furtherance of its public education purposes as a public school district.

(d) Lessee will take no action that would cause the interest portion of the Rental Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Rental Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations; all as amended from time to time (including, without limitation, as provided by the Tax Certificate, the calculation and payment of any rebate required to preserve such exclusion).

(e) Lessee will submit to the Secretary of the Treasury information reporting statements and other information relating to this Lease and the Project at the times and in the forms required by the Code and the Regulations.

(f) Upon completion of the acquisition, construction, equipping and installation of the Project, Lessee will provide to Lessor a completed and executed copy of a Completion Certificate in the form attached hereto as Exhibit B and upon execution of this Lease, Lessee will provide to Lessor an opinion of its counsel in the form attached hereto as Exhibit C.

(g) To the best of Lessee's knowledge, the Premises are not now and have not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials and no Hazardous Materials have ever been installed on the Premises. There are no pending claims or threats of claims by private, governmental or administrative authorities relating to environmental impairments, conditions or regulation requirements with respect to the Premises.

ARTICLE III

LEASE OF PROJECT

Section 3.01. Lease; Enjoyment; Inspection. Lessor hereby demises and leases to Lessee the Premises and the Project made subject to this Lease, and Lessee hereby leases from Lessor such Premises and the Project, subject only to Permitted Encumbrances upon the terms and conditions set forth in this Lease. Lessor hereby covenants to provide Lessee during the Lease Term with the quiet use and enjoyment of the Premises and the Project, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Premises and the Project, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so. Lessee agrees that Lessor shall have the right at all reasonable times during normal business hours to examine and inspect the Project. Lessee further agrees that Lessor shall have such easements and rights of access to the Project as may be reasonably necessary to cause the proper operation and maintenance of the Project in the event of failure by Lessee to perform its obligations hereunder, provided that Lessor shall exercise its right of access in a manner that shall not unreasonably interfere with the educational duties and programs of Lessee.

Section 3.02. Agreement To Issue Certificates; Application of Certificate Proceeds; Funding of Reserve Fund.

(a) In order to provide funds for payment of the costs of the Project, Lessor, concurrently with the execution of this Lease, will arrange that Trustee shall issue, sell and deliver the Certificates in accordance with the terms of the Indenture to the purchaser or purchasers of the Certificates and deposit the proceeds thereof with Trustee as follows:

(i) in the Certificate Fund, a sum equal to the accrued interest, if any, paid for the Certificates; and

(ii) in the Project Fund, the balance of the proceeds to be received from such sale.

(b) In order to provide funds in satisfaction of the Reserve Fund Requirement (as defined by the Indenture), Lessee, concurrently with the execution of this Lease, shall transfer to Trustee for deposit in the Reserve Fund from amounts on deposit in Lessee's Special Building Fund or otherwise, but in no event from proceeds of the Certificates, the amount of money equal to the Reserve Fund Requirement.

Section 3.03. Disbursements From the Project Fund. Lessor has, in the Indenture, authorized and directed Trustee to make payments from the Project Fund to pay the costs of the Project or to reimburse Lessee for any costs of the Project paid by Lessee. Such payments shall be made upon receipt by Trustee of a requisition substantially in the form attached hereto as Exhibit D signed by Lessee Representative stating with respect to each payment to be made: (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) the amount to be paid and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Project Fund and has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation. Such requisitions may be for multiple expenditures by Lessee, and Lessee shall maintain at its place of business the records for each individual expenditure which records shall be available for Trustee's inspection during normal business hours upon reasonable request. Lessee shall in like manner maintain in the ordinary course of business and make available to Trustee upon reasonable request supporting documentation for each Project expenditure.

Section 3.04. Furnishing Documents to Trustee. Lessee agrees to cause such requisitions to be directed to Trustee as may be necessary to effect payments out of the Project Fund in accordance with Section 4.03 hereof.

Section 3.05. Establishment of Completion Date. The Completion Date shall be evidenced to Trustee by a certificate in substantially the form attached hereto as Exhibit B signed by Lessee Representative stating that, except for amounts retained by Trustee at the direction of Lessee for any costs of Project not then due and payable, (i) acquisition, construction and installation of the Project has been completed in accordance with the Specifications and all labor, services, materials and supplies used in such acquisition, construction and installation have been paid for, (ii) all other facilities necessary in connection with the Project have been acquired, constructed and installed to the satisfaction of Lessee, (iii) the Project is suitable and sufficient for the intended purposes and (iv) all costs and expenses incurred in the acquisition, construction and installation of the Project and payable through the date of such notice have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Lessee agrees to cause such certificate to be furnished to Lessor and Trustee. Upon receipt of such certificate, Trustee shall retain in the Project Fund a sum equal to the amount estimated by Lessee Representative to be necessary for payment of the costs of the Project not then due and payable. All moneys then on hand in the Project Fund in excess of the amount to be retained shall be applied by Trustee, if requested by Lessee, to the purchase of Certificates, which Certificates shall thereupon be cancelled. Any amount not to be retained for payment of the costs of the Project, and not applied toward the purchase of Certificates, shall be transferred by Trustee into the Certificate Fund.

Section 3.06. Lessee Required To Pay in Event Project Fund Insufficient.

(a) In the event the moneys in the Project Fund available for payment of the costs of the Project should not be sufficient to pay the costs of the Project in full, Lessee agrees to seek a legislative appropriation of the amount sufficient to complete the Project and, subject to such appropriation, to pay that portion of the costs of the Project in excess of the moneys available therefor in the Project Fund. Lessor does not make any warranty, either express or implied, that the moneys paid into the Project Fund and available for payment of the costs of the Project will be sufficient to pay all of the costs of the Project. Lessee agrees that if after exhaustion of the moneys in the Project Fund Lessee should pay any portion of the costs of the Project pursuant to the provisions of this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor or from Trustee or from the holders of any of the Certificates, nor shall they be entitled to any diminution of the amounts payable under Section 5.01 hereof.

(b) Lessor agrees to cooperate with Lessee if Lessee should request that Lessor execute and deliver its Additional Certificates in accordance with Section 2.10 of the Indenture and apply the proceeds thereof to the completion of the Project, provided that Lessee shall first agree, and this Lease shall be amended accordingly, to pay a sufficient additional amount of Rental Payments to provide for the timely payment of such Additional Certificates and related costs and expenses.

Section 3.07. Investment of Certificate Fund, Project Fund and Reserve Fund Moneys. Any moneys held in the Certificate Fund, the Project Fund or the Reserve Fund or any other fund shall be invested or reinvested by Trustee as provided by Section 5.02 of the Indenture.

ARTICLE IV

LEASE TERM

Section 4.01. Lease Term. This Lease shall be in effect for a Lease Term commencing upon its date of execution and ending as provided in Section 4.05.

Section 4.02. Termination by Lessee. In the sole event of Nonappropriation relating to the Project, Lessee shall have the right to terminate this Lease with respect to the Project at the end of any period for which Lessee has appropriated funds for the payment of the Rental Payments with respect to the Project in the manner and subject to the terms specified in this Section and Sections 4.04 and 4.05. Lessee may effect such termination by giving Lessor a written notice of termination with respect to the Project and by paying to Lessor any Rental Payments and other amounts with respect to the Project which are due and for which funds have been appropriated. Lessee shall endeavor to give notice of such termination not less than 60 days prior to the end of such period for which funds have been appropriated, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease with respect to the Project as provided in this Section, Lessee shall deliver possession of the Project to Lessor in accordance with Section 12.03 and shall convey to Lessor and release its interest in the Project within 10 days after the termination of this Lease with respect to the Project. Notwithstanding

anything in this Lease to the contrary, the obligations of Lessee pursuant to Article II, subparagraph (g) and Section 9.05 of this Lease shall continue notwithstanding termination of this Lease.

Section 4.03. Intent To Continue Lease Term; Appropriations. Lessee intends to continue this Lease for its entire Lease Term with respect to the Project and to pay all Rental Payments relating thereto. The person or entity in charge of preparing Lessee's annual budget will include in the budget request to the Board of Education of Lessee relating to Lessee's General Fund and Building Fund for each fiscal period the Rental Payments to become due in such fiscal period with respect to the Project, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal period sufficient to pay all such Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.04. Effect of Termination. Upon termination of this Lease as provided in Section 4.02, Lessee shall not be responsible for the payment of any additional Rental Payments relating thereto coming due in succeeding periods for which funds have not been appropriated, but if Lessee has not delivered possession of the Project to Lessor in accordance with Section 12.03 and conveyed to Lessor or released its interest in the Project within 10 days after the termination of this Lease with respect thereto, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would have thereafter come due (except for the termination in accordance with Section 4.02) with respect to the Project which are attributable to the number of days after such 10-day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Notwithstanding anything in this Lease to the contrary, the obligations of Lessee pursuant to Article II, subparagraph (g) and Section 9.05 of this Lease shall continue notwithstanding termination of this Lease.

Section 4.05. Termination of Lease Term. The Lease Term with respect to the Project will terminate on May 15, 2011 or, if earlier, upon the occurrence of the first of the following events: (a) the termination thereof by Lessee in accordance with Section 4.02; (b) the exercise by Lessee of its option to purchase Lessor's interest in the Project pursuant to Article X; (c) a default by Lessee with respect to the Project and Lessor's election to terminate this Lease with respect to the Project pursuant to Article XII; or (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee hereunder with respect to the Project.

ARTICLE V

RENTAL PAYMENTS

Section 5.01. Rental Payments. Lessee agrees to pay Rental Payments with respect to the Project during the Lease Term in the amounts and on the dates specified in the Project Schedule. A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Exhibit A of the Project Schedule. All Rental Payments shall be paid to Lessor or to

such other assignee(s) to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as Lessor or such assignee(s) may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America. If on any May 15 or November 15, the amount on deposit in the Reserve Fund created pursuant to Section 3.04 of the Indenture is less than the Reserve Fund Requirement (as defined by the Indenture), Lessee shall, subject to appropriation by its Board of Education, make additional Rental Payments in the amount of such deficiency on or before the next succeeding November 15 or May 15, as the case may be.

Section 5.02. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments and Additional Rentals due with respect to the Project, in any fiscal period for which this Lease is in effect, shall constitute a current expense of Lessee for such fiscal period and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this purpose and the proceeds or Net Proceeds of the Project, to the payment of any Rental Payment, Additional Rentals or other amount coming due hereunder. In no event shall any provision of this Lease obligate Lessee beyond the then current fiscal period. For purposes of this Section 5.02, "fiscal period" means the 12-month fiscal year of Lessee for which funds have been appropriated for the satisfaction of Lessee's obligations hereunder.

Section 5.03. Rental Payments To Be Unconditional. Except as provided in Section 4.02, the obligation of Lessee to make Rental Payments, Additional Rentals or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments, Additional Rentals and other payments required hereunder when due and shall not withhold any Rental Payment, Additional Rentals or other payment pending final resolution of such dispute nor shall Lessee assert any right of setoff or counterclaim against its obligation to make such Rental Payments, Additional Rentals or other payments required under this Lease. Lessee's obligation to make Rental Payments, Additional Rentals or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, without limiting the effect of the foregoing provisions of this Section 5.03, Lessee may institute such legal action against Lessor as Lessee may deem necessary or appropriate to compel the performance of a Lessor obligation hereunder or to recover damages therefor.

Section 5.04. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Lease.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.01. Liability Insurance. Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the acquisition, construction, installation, condition or the operation of the Project or any part thereof is covered by a blanket or other general liability insurance policy maintained by Lessee, with a coverage limit per occurrence in an amount typically carried by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.02. Property Insurance. Lessee shall procure and maintain continuously in effect during the Lease Term all-risk insurance, including flood and earthquake riders, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part of the Project damaged or destroyed or to pay the applicable Purchase Option Price of the Project. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts acceptable to Lessor. The Net Proceeds of insurance required by this Section shall be applied to the prompt completion, repair, restoration or replacement of the Project, or to the purchase of the Project, as provided in Section 6.07. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.03. Workers' Compensation Insurance. If required by State law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Project, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Section 6.04. Requirements for All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least 10 days before the cancellation or revision becomes effective. Each insurance policy or rider required by this Article shall name Lessor as an additional insured party and loss payee and, if required by Lessor, shall include a lender's loss payable endorsement for the benefit of Lessor. Lessee shall deposit with Lessor policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy or rider, Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements of this Article VI.

Section 6.05. Self-Insurance. Notwithstanding the provisions of Sections 6.01 through 6.04, Lessee may elect to meet the requirements of any such Section through self-insurance if and to the extent expressly permitted by applicable State law.

Section 6.06. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Project and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers and employees, agents, contractors, manufacturers and vendors.

Section 6.07. Damage To or Destruction of Project. Lessee shall have and assume the risk of loss with respect to the Project. If all or any part of the Project is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either (a) replace the same at Lessee's sole cost and expense with property of equal or greater value to the Project immediately prior to the time of the loss occurrence, such replacement property to be subject to Lessor's reasonable approval, whereupon such replacement property shall be substituted in this Lease and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Purchase Option Price of the Project as set forth in Exhibit A. Lessee shall notify Lessor of which course of action it will take within 15 days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Project set forth in Exhibit A immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Project shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price with respect to the Project, this Lease shall terminate and Lessee thereupon shall become entitled to the Project AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Project shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.01. Use; Permits. Lessee shall exercise due care in the acquisition, construction, installation, use, operation and maintenance of the Project, and shall not install, use, operate or maintain the Project improperly, carelessly, in violation of any State and federal law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the acquisition, construction, installation, operation, possession and use of the Project. Lessee shall comply with all State and federal laws applicable to the acquisition, construction, installation, use, possession and operation of the Project, and if compliance with any such State and federal law requires changes or additions to be made to the Project, such changes or additions shall be made by Lessee at its expense.

Section 7.02. Maintenance of Project and Premises by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Project and related Premises in good repair,

working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Project and related Premises in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.03. Taxes, Other Governmental Charges and Utility Charges. Lessee is exempt from taxation under State law, and it is the understanding and intent of Lessor and Lessee that the Project shall not be subject to taxation. Except as expressly limited by this Section, Lessee shall pay any taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Project, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section. Lessee may, at the expense and in the name of Lessee, in good faith contest any such taxes, assessments and other charges in any reasonable manner which do not adversely affect the right, title and interest of Lessor.

Section 7.04. Net Lease. This Lease shall be deemed and construed to be a "net lease," and Lessee shall pay absolutely net during the Lease Term the Rental Payments, Additional Rentals and all other amounts required hereunder free of any deductions and without abatement, deduction or setoff.

ARTICLE VIII

TITLE; SECURITY INTEREST; LIENS

Section 8.01. Title. During the Lease Term with respect to the Project, legal title to the Project and any and all repairs, replacements, substitutions and modifications to it shall be in Lessor. Upon termination of this Lease with respect to the Project pursuant to Section 4.02 or Article XII hereof, Lessee shall have no further leasehold interest in and to the Project. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the termination of Lessee's leasehold interest in and to the Project to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Project to Lessor in accordance with Section 12.03, together with such easements as shall be reasonable and necessary to provide Lessor, its agents and employees full and complete access to the Project. Upon termination of this Lease with respect to the Project through exercise of Lessee's option to purchase pursuant to Article X or through payment by Lessee of all Rental Payments and other amounts relating thereto, Lessor's security or other interest in the Project shall terminate, full and unencumbered legal title to the Project shall pass to Lessee without further consideration and Lessor shall execute and deliver to Lessee such documents as Lessee

may request to evidence the passage of legal title to the Project to Lessee and the termination of Lessor's security or other interest in the Project.

Section 8.02. Security Interest. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid first lien and perfected security interest in the Project. If requested by Lessor, Lessee shall conspicuously mark the Project with appropriate lettering, labels or tags, and maintain such markings during the Lease Term, so as clearly to disclose Lessor's security interest in the Project.

Section 8.03. Liens. During the Lease Term, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.03 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.04. Installation of Lessee's Property. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install items of property in or upon the Project, which items shall be identified by tags or other symbols affixed thereto as property of Lessee, shall remain the sole property of Lessee, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Project resulting from the installation, modification or removal of any such items.

Section 8.05. Modification of Project. Lessee shall, at its own expense, have the right to make repairs to the Project, and to make repairs, replacements, improvements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, improvement, substitution or modification shall thereafter comprise part of the Project and be subject to the provisions of this Lease. Such work shall not in any way damage the Project or cause it to be used for purposes other than those authorized under the provisions of State and federal law or those contemplated by this Lease; and the Project, upon completion of any such work and shall be of a value which is not less than the value of the Project immediately prior to the commencement of such work.

ARTICLE IX

WARRANTIES

Section 9.01. Construction of Project. The Project has been designed and the Contractor has been selected by Lessee, and Lessor shall have no responsibility in connection with the design of the Project, its suitability for the use intended by Lessee or any delay or failure by the Contractor to acquire, construct or install the Project for use by Lessee.

Section 9.02. Acquisition, Construction and Maintenance of Project. Lessor shall have no obligation to acquire, construct, install, erect, test, inspect, service or maintain the

Project under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.03. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Lease Term, all of its interest, if any, in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Project, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Nothing in this Lease or any other document between Lessor and Lessee shall be construed as a waiver by Lessee of its right to pursue any claim or take any action against any Contractor.

Section 9.04. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE PROJECT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROJECT. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE PROJECT OR LESSEE'S USE OF THE PROJECT.

Section 9.05. Environmental Warranties. Lessee will operate or cause the Premises to be operated in compliance with all applicable environmental laws, and Lessee shall provide written notice within three days to Lessor of its receipt of any notice, citation, summons, complaint or other written communication alleging a violation or potential violation of any environmental law, or of any notice of other claim relating to the environmental condition of the Premises, or of its discovery of any matter which would cause any of its representations, warranties or covenants with respect to the Premises to be inaccurate or misleading in any respect.

ARTICLE X

OPTION TO PURCHASE

Section 10.01. When Available. Lessee shall have the option to purchase Lessor's interest in the Project on any day, upon 30 days' notice, for the then applicable Purchase Option Price (which shall be adjusted to account for the actual number of days since the next preceding Payment Date if the purchase date is not a Payment Date) set forth in the page of Exhibit A relating hereto, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.02. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option with respect to the Project not less than 30 days prior to the Payment Date on which the option is to be exercised and shall deposit or cause to be deposited from any source of moneys available to Lessee with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts relating to the Project then due or past due (including the prorated Rental Payment relating thereto due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in the Project Schedule. The

closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.03. Release of Lessor's Interest. Upon exercise of the purchase option with respect to the Project by Lessee, Lessor shall convey or release to Lessee all of its right, title and/or interest in and to the Project by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.01. Assignment by Lessor. Except as provided in Section 12.03 and as provided in the Indenture, Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to the Project, the Rental Payments and other amounts due with respect thereto, and the right to exercise all rights under this Lease relating to the Project, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time without the consent of Lessee unless such assignment is to a trust or other securitization vehicle in connection with the issuance of beneficial certificates of participation in this Lease in which case Lessee's consent to assignment is required. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. During the Lease Term, Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to the Project, the Rental Payments and other amounts due with respect thereto, and the rights granted under this Lease relating thereto, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.02. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's leasehold interest in the Project may be sold, assigned, subleased, transferred, pledged or mortgaged by Lessee without the written consent of Lessor.

Section 11.03. Ongoing Disclosure. Lessee agrees to comply at all times with the securities disclosure requirements of federal and state securities laws, including, in particular, Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, to the extent applicable to transactions involving this Lease. In particular, Lessee covenants and agrees on or before the date of delivery of the Certificates to enter into a written agreement in substantially the form attached hereto as Exhibit E, constituting an undertaking to provide ongoing disclosure about Lessee, for the benefit of the holders of the Certificates, as required by Section (b)(5)(i) of such Rule.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Lessee Events of Default. The following shall be "events of default of Lessee" under this Lease with respect to the Project and the Project Schedule, and the terms

“events of default” and “default” shall mean, whenever they are used in this Lease, with respect to the Project, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease with respect to the Project at the time specified herein and the continuation of said failure for a period of 10 days;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Project, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default of Lessee is corrected; or

(c) The determination by Lessor that any representation or warranty made by Lessee in this Lease was untrue in any material respect upon execution of this Lease or the Project Schedule.

Section 12.02. Remedies of Lessor on Default. Whenever any event of default of Lessee referred to in Section 12.01 shall have happened and be continuing with respect to the Project, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Lessor, with or without terminating this Lease with respect to the Project, may declare all Rental Payments for which funds have been appropriated when such default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(b) Lessor, with or without terminating this Lease with respect to the Project may enter and take possession of the Project, remove all persons and property therefrom by summary proceedings, ejectment or any other legal action or in any lawful manner Lessor determines to be necessary or desirable. Lessor shall be under no liability by reason of any such entry, possession or removal, and shall charge Lessee for costs incurred in taking possession of the Project. Lessee hereby expressly waives any damages occasioned by such repossession. If the Project or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Project as set forth in the Project Schedule (less credit for Net Proceeds) to Lessor. Notwithstanding the fact that Lessor has taken possession of the Project, Lessee shall continue to be responsible for the Rental Payments due with respect thereto for which funds have been appropriated. If this Lease has not been terminated with respect to the Project, Lessor shall return possession of the Project to Lessee at Lessee’s expense when the event of default of Lessee is cured.

(c) If Lessor terminates this Lease with respect to the Project and, in its discretion, enters and takes possession of the Project or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs incurred in securing possession of the Project; (ii) all expenses incurred in completing the disposition; (iii) the applicable Purchase Option Price of the Project; and (iv) the balance of any Rental Payments with respect to the Project for which funds have been appropriated. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii) and (iv) have been met shall be paid to Lessee.

(d) Lessor may take any other remedy available at law or in equity with respect to such event of default of Lessee, including those requiring Lessee to perform any of its obligations hereunder or to pay any moneys due and payable to Lessor hereunder.

Section 12.03. Disposition of Project Upon Expiration or Termination. Upon the expiration or termination of this Lease with respect to the Project prior to the payment of all Rental Payments in accordance with Exhibit A, Lessee shall deliver possession of the Project to Lessor in the condition, repair, appearance and working order required in Section 7.02 as provided by Section 8.01. If Lessee refuses to convey the Project in the manner designated, Lessor may enter and repossess the Project and charge to Lessee the costs of such entry and repossession or pursue any remedy described in Section 12.02. Notwithstanding any provision in this Lease to the contrary, Lessor may refuse to take possession of the property if Lessor determines, based upon a report of an environmental science engineering firm acceptable to Lessor, that such property either is or poses a risk of either being contaminated by any Hazardous Material or being used or having been used for any activity directly or indirectly involving a Hazardous Material which could result in liability to Lessor.

Section 12.04. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.05. Agreement To Pay Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should incur expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party such reasonable expenses so incurred by the nondefaulting party.

Section 12.06. Default by Lessor. In the event that Lessor fails to perform any obligation hereunder, Lessee may (subject to Section 5.03 hereof) institute such legal action against Lessor as Lessee may deem necessary or appropriate to compel the performance of such obligation or to recover damages therefor, and Lessee hereby reserves all rights and remedies (subject to Section 5.03 hereof) that it may have against any other party in connection with the transactions contemplated hereby.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.01. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the execution page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.02. Financial Information. During the Lease Term, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal period and such other financial information relating to the balances in the General Fund and Building Fund and the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee. Lessor shall be under no duty to ascertain the adequacy of the financial information provided under this Section or to determine the financial condition of Lessee from the information so provided.

Section 13.03. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.04. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.05. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.06. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.07. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.08. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.09. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.10. Entire Agreement. This Lease and the Appendices as may be hereafter executed constitute the entire agreement between the parties hereto. All prior negotiations, representations and additional or inconsistent oral or written statements are superseded, null and void.

Section 13.11. Financing Statement and Recordation. A carbon, photographic or other reproduction of this Lease or of any financing statements signed by Lessee is sufficient as a financing statement in any state to perfect the security interests granted in this Lease. This Lease will be executed by Lessor and Lessee and recorded at the expense of Lessee in the real estate records of Sarpy County, Nebraska.

Section 13.12. No Recourse. No recourse under or upon any obligation, covenant or agreement contained in this Lease, or under any judgment obtained against Lessee or Lessor or the enforcement of any assessment, or any legal or equitable proceedings by virtue of any constitution, statute or otherwise, or under any circumstances under or independent of this Lease, shall be had against Lessee or Lessor (except to the extent of Lessee's or Lessor's respective interests in the properties and rights conveyed in or encumbered in and by this Lease), the incorporators, directors, officers, members, agents, representatives or employees of Lessee or Lessor, as the case may be, in their official capacities or individually, past, present or future of Lessee or Lessor, or against any assets of Lessee or Lessor (other than the properties, revenues and liens conveyed in, and encumbered in and by, this Lease) or of any incorporator, director, officer, member, agent, representative or employee of Lessor or Lessee,, as the case may be, as such, or of their successors, assigns, heirs or personal representatives either directly or through Lessor or Lessee or otherwise, for the payment for or to Lessor or any receiver thereof of any amount payable hereunder or otherwise, of any sum that may be due and unpaid by Lessee. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of Lessor or Lessee (except as aforesaid), and such incorporators, directors, officer, members, agents, representatives or employees, in their official capacities or individually, to respond, by reason of any act or omission on his or her part or otherwise, for the payment of any sum that may remain due and unpaid hereunder is, by the acceptance thereof, expressly waived and released as a condition of and in consideration for the execution of this Lease.

Section 13.13. Implementation. This Lease shall be implemented by its execution and the execution of the Project Schedule. For the purposes of construing a transaction as an integrated contract, the following shall be considered a single transaction:

- (a) The Lease which provides the basic terms and conditions, and
- (b) An executed Project Schedule which provides for the description of the Project to be purchased and the terms thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this School Facilities Lease with Option to Purchase Agreement to be executed as of the day and year first above written.

[SEAL]

SUBURBAN SCHOOLS BUILDING CORPORATION,
as Lessor

ATTEST:

By _____
Secretary

By _____
President

Address 8742 Frederick Street
Omaha, NE 68124

[SEAL]

DOUGLAS COUNTY SCHOOL DISTRICT
017 IN THE STATE OF NEBRASKA, as
Lessee

ATTEST:

By _____
Secretary, Board of Education

By _____
President, Board of Education

Address: 5606 South 147th Street
Omaha, NE 68137

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004, by _____, President, and _____, Secretary, of SUBURBAN SCHOOLS BUILDING CORPORATION, on behalf of Lessor.

[SEAL]

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004 by Jean Stothert, President, Board of Education of DOUGLAS COUNTY SCHOOL DISTRICT 017 IN THE STATE OF NEBRASKA, and by Brad Burwell, Secretary, Board of Education of DOUGLAS COUNTY SCHOOL DISTRICT 017 IN THE STATE OF NEBRASKA, on behalf of Lessee.

[SEAL]

Notary Public

My commission expires: _____

EXHIBIT A

SCHEDULE OF PROJECT, RENTAL PAYMENTS, ETC.

The following describes the Project which is the subject of the School Facilities Lease With Option to Purchase Agreement, dated as of May 15, 2004, between the undersigned Lessor and Lessee:

I. LEGAL DESCRIPTION

II. PREMISES

The Premises consist of:

III. PROJECT DESCRIPTION

IV. SCHEDULE OF RENTAL PAYMENTS RELATING TO PROJECT

Payment Number	Due Date	Total Payment	Principal Component	Interest Component	Purchase Option Price*
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
TOTAL					

*After payment of Rental Payment due on such date.

SUBURBAN SCHOOLS BUILDING CORPORATION, as Lessor

By _____
 President
 Date May 15, 2004

DOUGLAS COUNTY SCHOOL DISTRICT
 017 OF THE STATE OF NEBRASKA, as Lessee

By _____
 President, Board of Education
 Date May 15, 2004

EXHIBIT B

FORM OF COMPLETION CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting _____ of Douglas County School District 017 in the State of Nebraska (“Lessee”); and, with respect to the Project Schedule, Exhibit A to the School Facilities Lease With Option to Purchase Agreement, dated as of May 15, 2004 (the “Lease”), by and between Lessee and Suburban Schools Building Corporation, as lessor (“Lessor”), that:

1. The Project described in the above-referenced Project Schedule (the “Project”) has been acquired, constructed and installed in accordance with Lessee’s Specifications (as that term is defined in the Lease) and has been fully accepted by Lessee.

2. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal period of Lessee, and such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal period. Lessee intends to continue the Lease with respect to the Project to which this Certificate relates and to pay all Rental Payments relating thereto. The person or entity in charge of preparing Lessee’s budget will include in the budget request from the General Fund or Building Fund for each fiscal period the Rental Payments to become due in such fiscal period with respect to the Project, and will use all reasonable and lawful means available to secure the appropriation of money from the General Fund or Building Fund for such fiscal period sufficient to pay all such Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

3. During the Lease Term (as defined in the Lease), the Project will be used by Lessee to perform the essential governmental functions of providing public elementary school facilities.

4. The date of completion of the Project is _____, 20__.

5. The Department is authorized to execute this Completion Certificate and accept the Project.

DOUGLAS COUNTY SCHOOL DISTRICT
017 IN THE STATE OF NEBRASKA

By _____

EXHIBIT C

OPINION OF COUNSEL
[LETTERHEAD OF YOUNG & WHITE]

[insert date]

Board of Education
Douglas County School District 017
In the State of Nebraska
5606 South 147th Street
Omaha, NE 68137

Re: School Facilities Lease With Option To Purchase Agreement,
dated as of May 15, 2004, By and Between Suburban Schools
Building Corporation ("Lessor") and Douglas County School
District 017 in the State of Nebraska ("Lessee")

Ladies and Gentlemen:

We have served as counsel to Lessee with respect to the School Facilities Lease With Option To Purchase Agreement described above, and various related matters, and in this capacity have reviewed a duplicate original or certified copy thereof, the Exhibits, Appendices and Schedules attached thereto and executed pursuant thereto (together, the "Lease"). Based upon the examination of these and such other documents as deemed relevant, it is our opinion that:

1. The Lease has been duly authorized and executed and constitutes the legal, valid and binding obligations of Lessee enforceable against Lessee, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights, and subject to appropriation by the Board of Education of Lessee of sufficient funds for payment of rental amounts. The Lease does not violate or conflict with any provision of the Constitution or laws of the State of Nebraska or of any indenture, mortgage, deed of trust instrument, agreement or other instrument known to us to which Lessee is a party or by which it may be bound.

2. There is, to the best of our knowledge and information, no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of our knowledge and information, threatened against or affecting Lessee wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by or the validity or enforceability of the Lease.

3. No additional or further approval, consent or authorization of any governmental or public agency or authority not already obtained is required by Lessee in connection with its entering into and performing its obligations under the Lease.

4. No information has come to our attention that any of the disbursements required of Lessee are unauthorized or prohibited by the laws of the State of Nebraska.

The Lease and any certificates of participation or other securities issued pursuant to collateral agreements secured by the Lease are not guaranteed by Lessee or any agency thereof. The non-appropriation provisions of the Lease limit the liability of Lessee to the periods for which there has been an appropriation of funds. Cancellation of the Lease in the event of non-appropriation of funds for any period of the Lease term constitutes a significant risk to Lessor.

We understand that this Opinion of Counsel may be relied upon by special counsel, the Trustee and the Lessor.

Sincerely yours,

EXHIBIT D
FORM OF REQUISITION

REQUISITION NO. _____

First National Bank of Omaha, as trustee ("Trustee") under the Trust Indenture dated as of May 15, 2004 (the "Indenture"), between Suburban Schools Building Corporation, as Lessor ("Lessor"), and Trustee is hereby requested to disburse from the Project Fund created by the Indenture to the person, firm or corporation designated below as Payee the sum set forth below such designation, in payment of the cost of the Project or portion thereof acquired, constructed or installed pursuant to the School Facilities Lease with Option to Purchase Agreement dated as of May 15, 2004 between Lessor and the Douglas County School District 017 in the State of Nebraska ("Lessee").

The undersigned hereby certifies that:

- (a) The amount requested for payment is for payment or reimbursement for a cost or costs of said Project, has not formed the basis of a previous request for payment and is now due and owing;
- (b) A bill or bills or other evidence of each obligation of Lessee is attached herewith; and
- (c) Lessee will indemnify and hold Lessor harmless from and against all claims, losses and damages, including legal fees and expenses that may be incurred in connection with the disbursement requested hereby.

In the event that the Payee named on this Requisition is a person, firm or corporation to which reimbursement is due for payment previously paid by such person, firm or corporation for the cost of the Project or portion thereof, written evidence of such prior payment and the amount thereof is also attached to this Requisition.

Payee: _____
Amount: _____
Address: _____
Invoice No.: _____

Executed this ___ day of _____, 20__.

DOUGLAS COUNTY SCHOOL DISTRICT
017 IN THE STATE OF NEBRASKA, as
Lessee

By _____
(Authorized Signature)

EXHIBIT E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate ("Certificate") is executed and delivered by Douglas County School District 017 in the State of Nebraska (the "District") in connection with the offering of the \$6,500,000 Douglas County School District 017 in the State of Nebraska School Facilities Certificates of Participation, Series 2004 (the "Certificates").

The District does hereby covenant and agree and enter into a written undertaking for the benefit of the holders and beneficial owners of the Certificates required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12) (the "Rule"). Capitalized terms used in this Certificate and not otherwise defined in the Trust Indenture dated as of May 15, 2004 (the "Indenture") between Suburban Schools Building Corporation, as Lessor, and First National Bank of Omaha, as Trustee, shall have the meanings assigned such terms herein. It being the intention of the District that there be full and complete compliance with the Rule, this Certificate shall be construed in accordance with the written interpretative guidance and no-action letters published from time to time by the Securities and Exchange Commission and its staff with respect to the Rule.

DEFINITIONS

Unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to and as described in this Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

"Listed Events" shall mean any of the events listed under the caption "Reporting of Significant Events" below.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. Currently, the following are National Repositories:

Bloomberg Municipal Repository

100 Business Park Drive

Skillman, NJ 08558

http://www.bloomberg.com/markets/muni_contactinfo.html

E-mail: Munis@Bloomberg.com

Telephone: 609/ 279-3225

FAX: 609/279-5962

DPC Data Inc.

One Executive Drive

Fort Lee, NJ 07024

<http://www.dpcdata.com>

E-mail: nrmsir@dpcdata.com

Telephone: 201/346-0701

FAX: 201/947-0107

FT Interactive Data

Attn: NRMSIR

100 William Street

New York, NY 10038

<http://www.interactivedata.com>

E-mail: NRMSIR@FTID.com

Telephone: 212/771-6999

FAX: 212/771-7390 (Secondary Market Information)

212/771-7391 (Primary Market Information)

Standard & Poor's Securities Evaluations, Inc.

45th Floor

55 Water Street

New York, NY 10041

http://www.jjkenny.com/jjkenny/pser_descrip_data_rep.html

E-mail: nrmsir_repository@sandp.com

Telephone: 212/438-4595

FAX: 212/438-3975

See <http://www.sec.gov/info/municipal/nrmsir.htm> for updated NRMSIR information.

“Participating Underwriter” shall mean any of the original underwriters of the Certificates required to comply with the Rule in connection with the offering of the Certificates.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Act of 1934, as the same may be amended from time to time.

“State Repository” shall mean any public or private repository or entity designated by the State of Nebraska as a state repository for the purpose of the Rule. As of the date of this Certificate, there is no State Repository.

“*Tax-exempt*” shall mean that the interest on the Certificates is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including alternative minimum tax or environmental tax.

Provision of Annual Report

The District shall, not later than December 31 of each year, provide to each Repository an Annual Report which is consistent with the requirements of this Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in this Certificate, provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report.

If the District is unable to provide to the Repositories an Annual Report by the date required above, the District shall send a notice to each Repository in substantially the form attached to this Certificate.

The District shall determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any.

Content of Annual Reports

The District’s Annual Report shall contain or incorporate by reference the following:

(a) The audited financial statements of the District for the prior fiscal year, prepared on a cash basis as prescribed or permitted by the Department of Education. The financial statements are not intended to present financial position and results of operations in conformity with generally accepted accounting principles. If the District’s audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Offering Circular, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Information under the following captions in the Offering Circular Relating to the Certificates:

- (i) Millard Public Schools—General Information
- (ii) Students and Faculty
- (iii) Property Valuation
- (iv) History of District Levies
- (v) Property Valuations and Debt Ratios

- (vi) Estimated Overlapping and Underlying Debt
- (vii) Schedule of Tax Collections
- (viii) Debt Management
- (ix) Outstanding Bonded Indebtedness
- (x) Debt Service Requirements
- (xi) Major Taxpayers

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so incorporated by reference.

Reporting of Significant Events

(a) Pursuant to the provisions of this Certificate, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Certificates, if material:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults;
- (iii) modifications to rights of Certificateholders;
- (iv) optional, contingent or unscheduled bond calls;
- (v) defeasances;
- (vi) rating changes;
- (vii) adverse tax opinions or events affecting the Tax-Exempt status of the Certificates;
- (viii) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (ix) unscheduled draws on the credit enhancements reflecting financial difficulties;
- (x) substitution of the credit or liquidity providers or their failure to perform; or

(xi) release, substitution or sale of property securing repayment of the Certificates.

The District has not undertaken to provide notice of the occurrence of any other material event, except the events listed above.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, as soon as possible, determine if such event would constitute material information for Beneficial Owners of Certificates, provided that any Listed Event under subsection (a)(iv), (v) or (vi) will always be deemed to be material.

(c) If the District determines that knowledge of the occurrence of a Listed Event would be material, the District shall promptly file a notice of such occurrence with each Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(iv) and (v) need not be given any earlier than the notice (if any) of the underlying event is given to Holders of affected Certificates pursuant to the Indenture.

TERMINATION OF REPORTING OBLIGATION

The District's obligations under this Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates.

AMENDMENT; WAIVER

Notwithstanding any other provision of this Certificate, the District may amend this Certificate, and any provision of this Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

DEFAULT

In the event of a failure of the District to comply with any provision of this Certificate, any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this Certificate. A default under this Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Certificate in the event of any failure of the District to comply with this Certificate shall be an action to compel performance.

BENEFICIARIES

This Certificate shall inure solely to the benefit of the District, the Participating Underwriters and Beneficial Owners from time to time of the Certificates and shall create no rights in any other person or entity.

Dated: May 26, 2004

DOUGLAS COUNTY SCHOOL
DISTRICT 017 IN THE STATE OF
NEBRASKA (MILLARD PUBLIC SCHOOLS)

By _____
Jean Stothert
President

\$6,500,000
SUBURBAN SCHOOLS BUILDING CORPORATION
CERTIFICATES OF PARTICIPATION
(SERIES 2004)

CERTIFICATES PURCHASE AGREEMENT

May __, 2004

Suburban Schools Building Corporation
8742 Frederick Street
Omaha, NE 68124

First National Bank of Omaha, as Trustee
One First National Center
16 and Dodge Streets
Omaha, NE 68102

Ladies and Gentlemen:

1. Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth or referred to, the undersigned Underwriter (the "Underwriter") hereby agrees to purchase for offering to prospective investors all (but not less than all) of \$6,500,000 aggregate principal amount of Certificates of Participation (Series 2004) (the "Certificates") evidencing proportionate interests in assignments of rights to receive certain revenues under a School Facilities Lease with Option To Purchase Agreement dated as of May 15, 2004 (together with the Schedule dated May 15, 2004, the "Lease") between Suburban Schools Building Corporation, as lessor (the "Lessor"), and Douglas County School District 017 in the State of Nebraska (Millard Public Schools), as lessee (the "Lessee"). The Certificates are to be issued under and pursuant to a Trust Indenture dated as of May 15, 2004 (the "Indenture") by and between the Lessor and First National Bank of Omaha, as Trustee (the "Trustee").

2. The Underwriter agrees to make a bona fide public offering of all of the Certificates at not in excess of the initial public offering prices (which may be expressed in terms of yield) which shall be within the limitations set forth on the cover page of the Offering Circular dated May __, 2004 (the "Offering Circular"). The Certificates may be offered and sold to certain dealers (including the Underwriter and other dealers depositing such Certificates into investment trusts) at prices lower than such initial public offering prices.

3. (a) At the time of or before the Closing (as hereinafter defined), the Lessor shall deliver or cause to be delivered to the Underwriter (unless separately waived by the Underwriter; provided that the Underwriter may not waive the requirement of clause (iii)):

- (i) an executed counterpart of the Indenture;
- (ii) an executed counterpart of the Lease; and
- (iii) a written undertaking (the "Undertaking") of the Lessee for the benefit of the Certificateholders to provide ongoing disclosure about the Lessee, as required by Section (b)(5)(i) of the Securities and Exchange Commission Rule 15c2-12, and in the form as summarized in the Preliminary Offering Circular, with such changes as may be agreed to in writing by the Underwriter.

(b) The Lessee by resolution of its Board of Education adopted on May 3, 2004 (the "Resolution") has authorized and approved the Preliminary Offering Circular relating to the Certificates (which, together with all appendices thereto, is herein called the "Preliminary Offering Circular") and the final Offering Circular (the final Offering Circular, the Preliminary Offering Circular and any amendments or supplements that may be authorized for use with respect to the Certificates are herein referred to collectively as the "Offering Circular"), and authorized their distribution and use by the Underwriter, and has authorized the Underwriter to use and distribute all other documents, certificates and statements furnished by the Lessee to the Underwriter in connection with the transactions contemplated by the Lease, the Indenture and Offering Circular.

(c) The Lessor for its part hereby makes and gives authorizations, approvals and consents corresponding to those of the Lessee in clause (b).

4. At 10:00 a.m., Omaha time, on May 26, 2004 or on such earlier or later business day as shall have been mutually agreed upon by the Lessee, the Lessor, the Trustee and the Underwriter (the "Closing Time"), the Trustee will deliver to the Underwriter the Certificates in definitive form (unless otherwise agreed by the Underwriter), bearing CUSIP numbers (provided that neither the printing of a wrong CUSIP number on any Certificates nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Certificate) duly executed, together with the other documents hereinafter mentioned; and the Underwriter, will accept such delivery and pay the purchase price of the Certificates (\$6,500,000.00 plus accrued interest, if any), by delivering a certified or bank cashier's check payable to the order of the Trustee in immediately available funds which equal the purchase price. The Certificates shall be available for examination and packaging by the Underwriter on the day prior to the Closing.

Payment for and delivery of the Certificates as aforesaid shall be made at the office of Kutak Rock LLP, in Omaha, Nebraska, except that physical delivery of the Certificates shall be made to The Depository Trust Company ("DTC") in the form of one certificate for each stated Certificate maturity registered in the name of CEDE & Co., as DTC's nominee, or at such other place as may be mutually agreed upon. Such payment and delivery is hereby called the "Closing." The Certificates will be delivered as fully registered certificates without coupons.

5. The obligations of the Underwriter hereunder are subject to the accuracy in all material respects of the representations and warranties of the Lessor contained herein and of the Lessee as set out in the Resolution and the Lease as of the date hereof and the date of the Closing and to the following additional conditions:

(a) At the time of the Closing, (i) the Indenture and the Lease shall be in full force and effect and shall not have been amended, modified or supplemented since the date hereof except as may have been agreed to in writing by the Underwriter, and (ii) the Lessee, the Lessor and the Trustee shall perform or have performed all of their respective obligations required under or specified in this Agreement, the Lease and the Indenture to be performed at, simultaneously with or prior to the Closing. The Offering Circular shall be in full force and effect in the form heretofore approved by the Underwriter, with only such changes therein as the Underwriter, the Lessor and the Lessee shall have mutually agreed upon, and shall not have been amended without the consent of the Underwriter.

(b) The Certificates shall have been duly executed in accordance with the provisions of the Indenture.

(c) The Underwriter shall have the right to cancel its obligations hereunder to purchase the Certificates by notifying the Lessor, in writing or by telegram, of its election to do so subsequent to the date hereof and at or prior to the Closing if:

(i) A decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or a decision by a court established under Article III of the Constitution of the United States, or a decision by the Tax Court of the United States, shall be rendered or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the Lessee or upon interest received on obligations of the general character of the Certificates or the Certificates which, in the Underwriter's opinion, materially adversely affects the market price of the Certificates;

(ii) Any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by, any governmental body, department or agency in Suburban Schools Building Corporation, or a decision by any court of competent jurisdiction within Suburban Schools Building Corporation shall be rendered which, in the Underwriter's opinion, materially adversely affects the market price of the Certificates;

(iii) Legislation shall be introduced, by amendment or otherwise, in, or be enacted by the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or other governmental agency having jurisdiction over the subject matter shall be made or proposed, to the effect that

the issuance, offering or sale of obligations of the general character of the Certificates, or the Certificates as contemplated hereby or by the Offering Circular, is or would be in violation of any provision of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, or with the purpose or effect of otherwise prohibiting the issuance, offering or sale of obligations of the general character of the Certificates, or the Certificates as contemplated hereby or by the Offering Circular;

(iv) Any event shall have occurred, or information become known, which, in the Underwriter's opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Offering Circular, as originally circulated, or has the effect that the Offering Circular, as originally circulated, contains an untrue, incorrect or misleading statement of a material fact or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(v) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(vi) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Certificates or obligations of the general character of the Certificates any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(vii) A general banking moratorium shall have been established by federal, New York or Nebraska authorities, or the general suspension of trading on the New York or any other major stock exchanges shall have been declared;

(viii) A default shall have occurred with respect to the obligations of, or proceedings have been instituted under the federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state which, in the Underwriter's opinion, materially adversely affects the market price of the Certificates;

(ix) Any rating of any securities of the Lessee or of the Lessor shall have been downgraded or withdrawn by Moody's Investors Service or Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.; or

(x) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred which, in our opinion, materially adversely affects the market price of the Certificates.

(d) At or prior to the Closing, the Underwriter shall receive:

(i) The unqualified opinion dated the date of the Closing, of Kutak Rock LLP, as Special Counsel, in substantially the form attached as Appendix D to the Offering Circular.

(ii) The opinion of Young & White, as counsel of the Lessee and of the Lessor, in substantially the form attached to as Exhibit C to the Lease.

(iii) A certificate, satisfactory in form and substance to the Underwriter, of the President, Superintendent or other authorized official of the Lessee, dated as of the Closing, to the effect that at the time of the Closing, the information and statements contained in the Offering Circular are true and correct in all material respects, and, to the best of the knowledge, information and belief of the Lessee and its staff after due investigation, the Offering Circular does not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(iv) The Undertaking.

(v) The Municipal Bond Insurance Policy and related insurer certificate and opinion of counsel.

(vi) Such additional legal opinions, certificates, agreements, proceedings, instruments and other documents as the Underwriter or Special Counsel may reasonably request at least three business days before the Closing Time to evidence compliance by the Lessee and the Lessor with legal requirements, the truth and accuracy, as of the Closing Time, of the representations of the Lessor contained herein and of the Lessee contained in the Resolution and the Lease and the due performance or satisfaction by the Lessor and the Lessee at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Lessor and the Lessee, respectively.

6. If the Lessor and the Lessee shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Lessor or the Lessee shall be under further obligation hereunder, except as provided in paragraph 8 hereof.

7. All representations, warranties and agreements of the Lessor and of Lessee in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Underwriter or any person who controls the Underwriter, (ii) delivery of, and payment for, the Certificates hereunder and (iii) any termination of this Agreement.

8. The Underwriter shall receive compensation on the Closing Date for its services as underwriter of the Certificates in the amount of \$81,250 from the proceeds of the Certificates or other moneys on deposit in the Project Fund created by the Indenture.

9. This Agreement has been and is made solely for the benefit of the Underwriter and its respective successors and assigns, the Lessee and its successors, the Lessor and its successors and the Trustee and its successors, and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Agreement. The term "successors and assigns" shall not include any purchaser of the Certificates from the Underwriter merely because of such purchase.

10. Any notice or other communication to be given to the Lessor, the Trustee or the Lessee under this Agreement may be given by mailing or delivering the same in writing (or, in the case of a notice given pursuant to paragraph 5(c) hereof, by telegram or facsimile transmission) to the Lessor or the Trustee, as the case may be, at the respective addresses listed on the first page of this Agreement, and to the Lessee at Douglas County School District 017 in the State of Nebraska, 5606 South 147 Street, Omaha, NE 68137, Attention: Kenneth J. Fossen, J.D., and any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to Edward D. Jones & Co., L.P., 12555 Manchester Road, St. Louis, MO 63131, Attention: Mr. Bret D. Kimes.

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11. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska and may not be assigned by the Lessee or the Lessor.

Very truly yours,

EDWARD D. JONES & CO., L.P.

By _____
Bret D. Kimes
Vice President

Accepted as of the date
first above written:

SUBURBAN SCHOOLS
BUILDING CORPORATION

By _____
President

FIRST NATIONAL BANK OF OMAHA,
as Trustee

By _____
Corporate Trust Officer

TRUST INDENTURE

by and between

SUBURBAN SCHOOLS BUILDING CORPORATION,
as Lessor

and

FIRST NATIONAL BANK OF OMAHA,
as Trustee

Dated as of May 15, 2004

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EXHIBIT A FORM OF SERIES 2004 CERTIFICATE

TRUST INDENTURE

THIS TRUST INDENTURE dated as of May 15, 2004 (this "Indenture") by and between **SUBURBAN SCHOOLS BUILDING CORPORATION**, as Lessor ("Lessor"), a Nebraska nonprofit corporation, and **FIRST NATIONAL BANK OF OMAHA** (together with its successors, "Trustee"), as Trustee, having its principal corporate trust office in Omaha, Nebraska and duly organized and existing under the laws of the United States of America;

WITNESSETH:

WHEREAS, Lessor and Douglas County School District 017 in the State of Nebraska ("Lessee"), have determined to undertake a lease program (the "Program") pursuant to which Lessor and Lessee will enter into a School Facilities Lease with Option to Purchase Agreement (the "Lease") for the purpose of providing for the acquisition, construction, equipping, installation and use of a public elementary school and related public education facilities in Omaha, Nebraska, for use by Lessee in its capacity as a public school district and functions incidental thereto and under which Lessee, as authorized by and pursuant to Section 79-10,105, Reissued Revised Statutes of Nebraska, 1996, as amended, will agree to lease from Lessor the sites, buildings, equipment and other property, as the case may be, as described in the Schedule attached to the Lease as Exhibit A (the "Leased Property" or "Project"); and

WHEREAS, pursuant to the Lease and related Schedule (such Lease and Schedule, as such may from time to time be amended or supplemented, being referred to herein as the "Lease"), and subject to the right of Lessee to terminate the Lease and other limitations as therein provided, Lessee will pay certain Rental Payments directly to Trustee in consideration for Lessee's right to possess and use the Leased Property which is the subject of the Lease; and

WHEREAS, pursuant to this Indenture, Lessor's right to receive the Revenues as provided herein and in the Lease has been assigned to Trustee; and

WHEREAS, pursuant to this Indenture there will be executed and delivered by Trustee School Facilities Certificates of Participation, Series 2004 (collectively, when referencing any Certificate or Certificates of any series executed and delivered under the Indenture, the "Certificates") in the aggregate principal amount of \$6,500,000 as hereafter provided; and

WHEREAS, Trustee has entered into the Indenture for and on behalf of the registered owners of the Certificates (the "Owners") and will hold its rights to the Revenues and with respect to the Leased Property and its rights under the Lease (with certain exceptions) for the equal and proportionate benefit of the Owners of the Certificates as described herein, and will disburse money received by it in accordance with the Indenture; and

WHEREAS, the proceeds from the sale of the Certificates to the Owners will be disbursed by Trustee to provide the Leased Property and for other purposes set forth herein and in the Lease; and

WHEREAS, as security for the Certificates, (a) Lessor will assign all of its right, title and interest in the Revenues, including Rental Payments, and (b) Lessor will assign, pledge and grant a lien on and/or a security interest in the Leased Property to Trustee;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that to provide for the payment of the principal of and interest and premium, if any, on all Certificates executed and delivered and Outstanding under the Indenture according to their tenor and effect, and to secure the rights of the Owners of the Certificates and the performance and observance of all covenants contained in the Certificates and herein, Lessor does hereby sell, assign, transfer, set over and pledge unto First National Bank of Omaha, as Trustee, its successors in trust and assigns forever, the following (collectively referred to as the "Trust Estate"):

- (a) The Lease and the Security Documents as the same are entered into;
- (b) All of Lessor's rights under the Lease and the Security Documents (except Lessor's rights to receive payment of administrative expenses, reports and indemnity against claims pursuant to the provisions of the Lease); and
- (c) All of the right, title and interest of Lessor in and to the "Revenues" as hereinafter defined.

TO HAVE AND TO HOLD IN TRUST, NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners, without preference, priority or distinction as to lien or otherwise of any one Certificate over any other Certificate upon the terms and subject to the conditions hereinafter set forth.

PROVIDED, HOWEVER, that if the principal of the Certificates, the premium, if any, and the interest due or to become due thereon, shall be paid at the times and in the manner mentioned in the Certificates, according to the true intent and meaning thereof, and if there are paid to Trustee all sums of money due or to become due to Trustee in accordance with the terms and provisions hereof, then upon such final payments the Indenture and the rights hereby granted shall cease, determine and be void; otherwise, the Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Certificates issued and secured hereunder are to be executed, and delivered and all said property, rights, interests, revenues and receipts hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and Lessor has agreed and covenanted, and does hereby agree and covenant, with Trustee for the benefit of the Owners, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Terms Defined in Preamble and Recitals. The following terms shall have the meanings set forth in the preamble and recitals hereto:

Certificate(s)	Owner(s)
Indenture	Project
Lease	Program
Leased Property	Trustee
Lessee	Trust Estate
Lessor	

Section 1.02. Certain Funds and Accounts. All references herein to any Funds and Accounts shall mean the Funds and Accounts so designated which are established pursuant to Article III hereof. Each Account (except the Rebate Account) is maintained for the benefit of the Owners of the Certificates and not for the benefit of Lessee.

Section 1.03. Terms Defined in Lease. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

Section 1.04. Additional Definitions. The following additional terms shall have the meanings specified below:

“Additional Certificates” means the Certificates executed and delivered under the Indenture in addition to, and on a parity with, the Series 2004 Certificates.

“Additional Rentals” means, in respect of the Lease, the cost of all (a) reasonable expenses and fees of Trustee or Lessor, related to the performance of the provisions of the Lease or any Security Document related to the Leased Property, or otherwise incurred at the request of Lessee which are not Rental Payments; (b) taxes, insurance premiums, utility charges, maintenance, repair, improvement and replacement with respect to the Leased Property; and (c) all other charges and costs (together with all interest and penalties that may accrue thereon in the event that Lessee shall fail to pay the same, as specifically set forth in the Lease) which Lessee shall assume or agree to pay in addition to Rental Payments under the Lease with respect to the Leased Property. Additional Rentals shall not include Rental Payments.

“Affected Certificates” means Certificates Outstanding at the time any action is being taken or any Lease Remedy is being pursued in regard to any Event of Default under the Indenture or the Lease relating to such Certificates or any Event of Nonappropriation under the Lease.

“Approval of Special Counsel” means an opinion of Special Counsel to the effect that the matter proposed will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates.

“Authorized Officer” means, (a) in the case of Lessor, the person or persons authorized by or pursuant to the bylaws or any resolution of the governing body of Lessor to perform any act or execute any documents; (b) in the case of Lessee, the person or persons authorized by resolution or ordinance of Lessee to perform any act or execute any document; and (c) in the case of Trustee or Paying Agent, any person authorized to perform any act or sign any document and, in the case of Trustee, to execute and deliver the Certificates, by or pursuant to the bylaws or any resolution of the governing body of Trustee or Paying Agent.

“Beneficial Owners” means the “Beneficial Owners” of Certificates as defined in Section 2.04 hereof.

“Business Day” means any day, other than a day (a) on which banks located in the city in which the principal office of Trustee is located are required or authorized by law or executive order to close or (b) on which The New York Stock Exchange is closed.

“Certificate” or *“Certificates”* means the Series 2004 Certificates and any Additional Certificates executed and delivered under the Indenture.

“Closing” means the time at which Lessee executes and delivers to Trustee and Lessor Security Documents, if and to the extent required, and the Lease, whereby the Costs of the Leased Property are lease-purchase financed under the Program.

“Code” means the Internal Revenue Code of 1986, as amended and the Treasury Regulations promulgated thereunder.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement of Lessee dated the date of original delivery of the Certificates in satisfaction of the ongoing disclosure requirements of Securities and Exchange Commission Rule 15c2-12, as amended.

“Costs of Execution and Delivery of Certificates” means all items of expense directly or indirectly payable by or reimbursable to Lessor or Lessee, related to the authorization, sale, execution and delivery of the Certificates and to be paid from the related Account in the Project Fund, including, but not limited to, costs of preparation and reproduction of documents, costs of printing the Certificates and the preliminary and final offering documents prepared in connection with the offering of the Certificates, premiums for financial guaranty insurance policies, costs of rating agencies and costs to provide information required by rating agencies for the rating or proposed rating of the Certificates, initial fees and charges of Trustee and Paying Agent, legal fees and charges, including fees and expenses of Special Counsel and Counsel to Trustee or Lessor, fees and disbursements of professionals, financial advisors and the Underwriter, fees and charges for preparation, execution and safekeeping of the Certificates, and any other cost, charge or fee in connection with the original sale, execution and delivery of the Certificates; provided, however, that Additional Rentals under the Lease shall not be Costs of Execution and Delivery of Certificates and shall be paid by Lessee as provided in the Lease.

“Counsel” means an attorney at law or law firm (who may be counsel for Lessor or Lessee) who is satisfactory to Trustee.

“Depository” means any securities depository as Lessor may provide and appoint, in accordance with then current guidelines of the Securities and Exchange Commission, which shall act as securities depository for the Certificates.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Event of Default” means any of the events described in Section 7.01 hereof.

“Event of Nonappropriation” means a termination of the Lease upon the failure of the Board of Education of Lessee to appropriate funds from the General Fund, Building Fund or otherwise for any annual fiscal period of Lessee sufficient for the continued performance of the Lease by Lessee as evidenced by the passage of a resolution specifically prohibiting Lessee from performing its obligations under the Lease with respect to the Leased Property and from using any funds to pay the Rental Payments due under the Lease with respect to the Leased Property for a designated fiscal period and all subsequent fiscal periods.

“Extraordinary Mandatory Redemption” means any redemption made pursuant to Section 4.02 hereof.

“Federal Securities” means investments permitted under the terms of the Indenture which are direct obligations of (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America.

“Interest Payment Date” means May 15 and November 15 of each year, commencing November 15, 2004, while the Series 2004 Certificates are Outstanding.

“Lease Balance” means the outstanding principal amount of the Lease at the time of Closing, as set forth in the Lease, less the aggregate amount paid or prepaid by Lessee pursuant to the Lease.

“Leased Property Cost” or *“Cost of the Leased Property”* means, in connection with the Leased Property, any cost incurred or estimated to be incurred by Lessee which is reasonable and necessary for carrying out all works and undertakings in providing the Leased Property for Lessee, whether or not the Leased Property constitutes all or any portion of the Leased Property, including the cost of necessary studies, surveys, plans and specifications, architectural, engineering, legal or other special services, the cost of land, rights in land, buildings, structures, fixed and movable equipment, machinery, fixtures and furnishings and other costs of development, construction, reconstruction and installation necessary or useful in connection with the provision of the Leased Property, the reasonable cost of financing incurred by Lessee or Lessor in connection with the execution of the Lease or in the course of providing the Leased Property, including the Costs of Execution and Delivery of Certificates, and the cost of such other items as may be reasonable and necessary for the acquisition, construction and installation of the Leased Property.

“Lease Remedy” or *“Lease Remedies”* means any or all remedial steps provided in the Lease whenever an Event of Default under the Lease has happened and is continuing which may be exercised by Trustee as provided in Article X of this Indenture.

“Mandatory Sinking Fund Redemption” means any redemption made pursuant to Section 4.02 hereof.

“Moody’s” means Moody’s Investors Service or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by Lessor.

"Net Proceeds" means the proceeds of any performance or payment bond, or proceeds of insurance, including self-insurance required by the Lease or proceeds from any condemnation award, or any proceeds resulting from default or breaches of warranty under any acquisition or construction contract or any other contract relating to the Leased Property, or proceeds from any Lease Remedy or otherwise following termination of the Lease by reason of an Event of Nonappropriation or an Event of Default under the Lease, less (a) all expenses (including, without limitation, attorney's fees and costs) incurred in the collection of such proceeds or award; and (b) all other fees, expenses and payments due to Lessee, Trustee or Lessor.

"Notice Address" means:

As to Lessor: Suburban Schools Building Corporation
8742 Frederick Street
Omaha, NE 68124

As to Trustee and/or
Paying Agent; First National Bank of Omaha
One First National Center
Omaha, NE 68102-1596

As to Lessee: Douglas County School District 017
in the State of Nebraska
5606 South 147th Street
Omaha, NE 68137

"Optional Redemption" means any redemption made pursuant to Section 4.01 hereof.

"Outstanding" means, with respect to the Certificates, all Certificates executed and delivered under this Indenture as of the time in question, except:

(a) All Certificates theretofore canceled or required to be cancelled under Section 2.08 hereof;

(b) Certificates in substitution for which other Certificates have been executed and delivered under Section 2.06 or 2.07 hereof;

(c) Certificates which shall have been redeemed as provided in Article IV hereof; and

(d) Certificates for the payment or redemption of which provision has been made in accordance with Article VI hereof, provided that, if such Certificates are being redeemed, the required notice of redemption shall have been given or provision satisfactory to Trustee shall have been made therefor.

"Paying Agent" means Trustee or any successor or additional paying agent appointed pursuant to this Indenture.

"Permitted Investments" means the investments described in Article V hereof.

"Prepaid Certificates" means any Certificates for which a deposit has been made in the Certificate Fund or for the payment of which a separate escrow or trust account has been established.

"Purchase Option Prices" means, with respect to the Leased Property, as of the Payment Dates specified in the Schedule, the amount so designated and set forth opposite each date in the Schedule.

"Rental Payments" means, with respect to the Leased Property, the payment due from Lessee to Lessor on each Payment Date during the Lease Term as shown in the Schedule.

"Reserve Fund Requirement" means \$_____, provided that the Reserve Fund Requirement shall be satisfied solely from moneys provided for such purpose from a source or sources other than the proceeds of the Certificates.

"Revenues" means (a) all amounts payable by or on behalf of Lessee or with respect to the Leased Property pursuant to the Lease, including, but not limited to, all Rental Payments, prepayments, Purchase Option Prices and Net Proceeds, but not including Additional Rentals, payable under the Lease; (b) any portion of the proceeds of the Certificates deposited with Trustee in the Certificate Fund, the Reserve Fund and the Project Fund; and (c) investment income with respect to any moneys held by Trustee in the funds and accounts established hereunder.

"Security Documents" means any deed of trust or mortgage, security instrument, financing statements and any other instruments or documents providing security for the Owners of the Certificates.

"Series 2004 Certificates" means the \$6,500,000 aggregate principal amount of Parking Facilities Certificates of Participation, Series 2004 executed and delivered pursuant to this Indenture.

"Special Counsel" means Kutak Rock LLP, Omaha, Nebraska, or any other counsel experienced in matters of municipal law, satisfactory to Lessee and listed in the list of municipal bond attorneys, as published semiannually by The Bond Buyer or any successor publication.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by Lessor.

"State" means the State of Nebraska.

"Supplemental Indenture" or *"indenture supplemental hereto"* means any indenture amending or supplementing this Indenture which may be entered into in accordance with the provisions of this Indenture.

“*Tax Certificate*” means the No Arbitrage Certificate of Lessee dated as of the date of original delivery of the Certificates together with the Letter of Instructions of Special Counsel of even date, and any and all modifications, alterations, amendments and supplements thereto.

“*Term*” means the term of the Lease determined pursuant to the provisions of the Lease.

“*Underwriter*” means Edward D. Jones & Co., L.P., as underwriter of the Certificates, its successors and assigns.

ARTICLE II

THE CERTIFICATES

Section 2.01. Authorized Amount of Series 2004 Certificates. The aggregate principal amount of Series 2004 Certificates that may be executed and delivered under this Indenture in order to provide funds for the payment of the cost of the Leased Property shall be \$6,500,000, except as provided in Sections 2.07, 2.10 and 2.11 hereof.

Section 2.02. Terms of Series 2004 Certificates. In order to provide funds for the payment of the costs of the Project, as described in connection with the Lease, the Series 2004 Certificates shall be sold, executed and delivered under this Indenture. The Series 2004 Certificates shall constitute proportionate interests in the assignment of the rights to receive Revenues under the Lease.

The Series 2004 Certificates shall be executed and delivered in fully registered form in denominations of \$5,000 or whole multiples thereof not exceeding the aggregate principal amount stated to mature on any given date. The Series 2004 Certificates shall be numbered upwards from R-2004-1.

The Series 2004 Certificates shall be dated May 15, 2004. The Owners of the Series 2004 Certificates shall be entitled to receive interest from the dates provided in the form of the Series 2004 Certificates set forth in Exhibit A hereto; provided, however, that if interest on any Certificates shall be in default, Certificates surrendered for transfer or exchange shall be dated the date to which interest has been paid in full on the Certificates surrendered. The first Interest Payment Date shall November 15, 2004. The payment of principal and interest represented by the Series 2004 Certificates shall be made in lawful money of the United States of America.

The Series 2004 Certificates shall mature on the dates and in the amounts, with interest thereon at the rates, set forth below:

Maturity Date (May 15)	Principal Amount	Interest Rate
2005	\$ 870,000	%
2006	880,000	
2007	900,000	
2008	920,000	
2009	945,000	

2010	975,000
2011	1,010,000

Interest shall be calculated based on a 360-day year of twelve 30-day months, unless otherwise provided by the applicable Supplemental Indenture.

Except for Certificates for which DTC is acting as Depository or for an Owner of \$1,000,000 or more in aggregate principal amount of Certificates or as may otherwise be provided for a series of Certificates in a Supplemental Indenture, the principal of and premium, if any, and interest on all Certificates shall be payable to the Owner thereof at its address last appearing on the registration books maintained by Trustee, as Paying Agent. In the case of any Certificates for which DTC is acting as Depository, the principal of and premium, if any, and interest on such Certificates shall be payable as directed in writing by the Depository. In the case of an Owner of \$1,000,000 or more in aggregate principal amount of Certificates, the principal of and premium, if any, and interest on such Certificates shall be payable by wire transfer of funds to a bank account designated by the Certificate Owner in written instructions to Paying Agent.

Interest shall be paid to the Owner of each Certificate, determined as of the close of business on the regular record date, which, if the Interest Payment Date is the first day of a month, shall be the fifteenth day of the calendar month next preceding the Interest Payment Date, and, if the Interest Payment Date is the fifteenth day of a month, shall be the first day of the month in which occurs the Interest Payment Date, irrespective of any transfer of ownership of the Certificate subsequent to the regular record date and prior to such Interest Payment Date, or on a special record date, which shall be fixed by Trustee for such purpose, irrespective of any transfer of ownership of the Certificate subsequent to such special record date and prior to the date fixed by Trustee for the payment of such interest Notice of the special record date and of the date fixed for the payment of such interest shall be given by sending a copy thereof by first-class, postage prepaid mail, at least 10 days prior to the special record date, to the Owner of each Certificate upon which interest will be paid, determined as of the close of business on the day preceding such mailing, at the address appearing on the registration books of Trustee.

Section 2.03. Special, Limited Obligations. The Certificates are payable solely from Revenues under the Lease as, when and if the same are received by Trustee, which Revenues are to be held in trust by Trustee for such purposes in the manner and to the extent provided herein. The Certificates shall not constitute a mandatory charge or requirement of Lessee in any ensuing fiscal period of Lessee beyond the current fiscal period and shall not constitute or give rise to a general obligation or other indebtedness of Lessee or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of Lessee, within the meaning of any Constitutional or statutory debt limitation. Nothing in this Indenture or the Lease shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this purpose and the proceeds or Net Proceeds, to the payment of any Rental Payment or Additional Rent. The execution and delivery of the Certificates shall not directly or indirectly obligate Lessee to make any payments beyond those appropriated for Lessee's then current fiscal period. For the purposes of this paragraph and Section 3.01 hereof, "fiscal period" means the 12-month fiscal year of Lessee for which funds have been appropriated for the satisfaction of Lessee's obligations under the Lease.

Neither this Indenture nor the Certificates shall constitute a general corporate obligation of Lessor, and Lessor shall have no obligation with respect to the Certificates except to the extent of its assignment of the Trust Estate to Trustee pursuant to this Indenture. Neither the Lease nor this Indenture shall create any pecuniary liability on the part of the directors or officers of Lessor.

Section 2.04. Form; Execution; Global Book-Entry System. The Series 2004 Certificates shall be substantially in the form set forth in Exhibit A. The Series 2004 Certificates shall be executed, delivered, registered, transferred, exchanged, replaced, surrendered, canceled and destroyed, and interest shall accrue thereon, all in the manner and as provided in this Indenture. The manual signature of a duly Authorized Officer of Trustee and a facsimile of the corporate seal of Trustee shall appear on each Certificate. It shall not be necessary that the same Authorized Officer of Trustee sign all of the Certificates executed and delivered hereunder. In case any official of Trustee whose signature shall appear on the Certificates shall cease to be such official before delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

DTC shall act as Depository for the Series 2004 Certificates. Any Certificates for which DTC is acting as Depository shall be initially executed and delivered as set forth herein with a separate fully registered certificate (in printed or typewritten form) for each of the maturities of the Certificates. Upon initial execution and delivery, the ownership of any Certificates for which DTC is acting as Depository shall be registered in the registration books kept by Paying Agent, in the name of Cede & Co., as the nominee of DTC or such other nominee as DTC shall appoint in writing.

The Authorized Officers of Lessor, Trustee and Paying Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Indenture in order to qualify Certificates for the Depository's book-entry system, including the execution of the Depository's applicable Representation Letters.

With respect to any Certificates which shall or may be registered in the registration books kept by Paying Agent in the name of Cede & Co. as nominee of DTC, Paying Agent shall not have any responsibility or obligation to any broker-dealer, bank or other financial institution from time to time for which DTC holds Certificates as Depository (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Certificates (the "Beneficial Owners"). Without limiting the immediately preceding sentence, Paying Agent shall not have any responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates; (b) the delivery to any DTC Participant, any Beneficial Owner or any other person, other than DTC, of any notice with respect to the Certificates, including any notice of redemption; or (c) the payment to any DTC Participant, any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal of and premium, if any, or interest on the Certificates, except that so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, any Beneficial Owner of \$1,000,000 or more in aggregate principal amount of any series of Certificates who has filed a written request to receive notices, containing such Beneficial Owner's name and address, with Trustee and Paying Agent shall be provided with all notices relating to such Certificates by Trustee or Paying Agent, as the case may be.

Except as set forth above, Paying Agent may treat as and deem DTC to be the absolute Owner of each Certificate for which DTC is acting as Depository for the purpose of payment of the principal of and premium and interest on such Certificate, for the purpose of giving notices of redemption, for the purpose of registering transfers with respect to such Certificates, and for all other purposes whatsoever. Paying Agent shall pay all principal of and premium, if any, and interest on the Certificates only to or upon the order of the Owners as shown on the registration books kept by Paying Agent or their respective attorneys duly authorized in writing and all such payments shall be valid and effective to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on the Certificates to the extent of the sum or sums so paid.

No person other than an Owner, as shown on the registration books kept by Paying Agent, shall receive a Certificate evidencing an interest in the Revenues received under Lease. Upon delivery by DTC to the Beneficial Owner, Paying Agent and Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.08 hereof, references to "Cede & Co." in this section shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to any applicable series of Certificates at any time by giving written notice to Paying Agent and Trustee and discharging its responsibilities with respect thereto under applicable law. Lessor, upon the direction of Lessee, may terminate the services of DTC with respect to the Certificates if it determines that DTC is unable to discharge its responsibilities with respect to such Certificates or that continuation of the system of book-entry transfers through DTC is not in the best interests of the Beneficial Owners, and Lessor shall mail notice of such termination to Paying Agent and Trustee.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions of DTC in respect of the Certificates can be found which, in the opinion of Lessor, is willing and able to undertake such functions upon reasonable or customary terms, or if Lessor determines that it is in the best interests of the Beneficial Owners of the Certificates that they be able to obtain certificated Certificates, the Certificates shall no longer be restricted to being registered in the registration books of Paying Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.08. To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.08, the Certificates will be delivered to the Beneficial Owners.

Section 2.05. Effect of Execution. No Certificate shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder unless and until executed in the manner prescribed by Section 2.04 hereof, and such execution of any Certificate shall be conclusive evidence that such Certificate has been properly executed and delivered hereunder.

Section 2.06. Delivery of Any Series of Certificates. Upon the execution and delivery of this Indenture, Trustee shall execute and deliver the Certificates to the purchasers thereof, as provided in this Section 2.06:

(a) Prior to the delivery by Trustee of the Certificates, there shall be filed with Trustee originally executed counterparts of this Indenture and the Lease and evidence satisfactory to Trustee of Lessee's due approval of this Indenture; and

(b) The conditions precedent to the execution and delivery of the Certificates (including, without limitation, the Continuing Disclosure Certificate) as may be required by Lessee, Trustee, Lessor, Special Counsel or the Underwriter or other purchasers of the series of Certificates for security purposes, shall have been satisfied; and

(c) Thereupon, Trustee shall deliver the Certificates to the purchasers thereof, upon payment to Trustee of a sum equal to the aggregate principal amount of the Certificates, plus accrued interest on the Certificates to the date of delivery, less the applicable discount. Such sum shall be deposited in the Certificate Fund, the Project Fund and the Reserve Fund pursuant to Article III hereof.

Section 2.07. Mutilated, Lost, Stolen or Destroyed Certificates. In the event that any Certificate is mutilated, lost, stolen or destroyed, a new Certificate may be executed on behalf of Trustee, of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, provided that Trustee, Lessor and Lessee shall have received indemnity from the Owner of the Certificate satisfactory to each of them and provided further, in case of any mutilated Certificate, that such mutilated Certificate shall first be surrendered to Trustee, and in the case of any lost, stolen or destroyed Certificate, that there shall be first furnished to Trustee evidence of such loss, theft or destruction satisfactory to Trustee. In the event that any such Certificate shall have matured, instead of executing and delivering a duplicate Certificate, Trustee may pay the same without surrender thereof Trustee may charge the Owner of the Certificate with its reasonable fees and expenses in this connection.

Section 2.08. Registration of Certificates; Persons Treated as Owners; Transfer and Exchange of Certificates. Books for the registration and for the transfer of Certificates shall be kept by Trustee which is hereby appointed the registrar. Upon surrender for transfer of any Certificate at the principal corporate trust office of Trustee, Trustee shall execute and deliver in the name of the transferee or transferees a new Certificate or Certificates of a like aggregate principal amount and of the same maturity.

Certificates may be exchanged at the principal corporate trust office of Trustee for an equal aggregate principal amount of Certificates of the same maturity of other authorized denominations. Trustee shall execute and deliver Certificates which the Owner making the exchange is entitled to receive, bearing numbers not contemporaneously outstanding.

All Certificates presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to Trustee, duly executed by the Owner or by his attorney duly authorized in writing.

Trustee shall not be required to transfer or exchange any Certificate during the period of 15 days next preceding any interest payment date of such Certificate nor to transfer or exchange any Certificate after the mailing of notice calling such Certificate for redemption has been made

as herein provided, nor during the period of 15 days next preceding the mailing of such notice of redemption.

New Certificates delivered upon any transfer or exchange shall evidence the same obligations as the Certificates surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Certificates surrendered. The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest on any Certificate shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge such Certificate to the extent of the sum or sums paid.

Trustee shall require the payment, by any Owner requesting exchange or transfer of Certificates, of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

Section 2.09. Cancellation of Certificates. Whenever any outstanding Certificates shall be delivered to Trustee for cancellation pursuant to this Indenture, upon payment thereof or for or after replacement pursuant to Section 2.07 or 2.08 hereof, such Certificates shall be promptly canceled and destroyed by Trustee, and a notation of such destruction entered into the registration books kept by Trustee.

Section 2.10. Additional Certificates. Additional series of certificates of participation having status and rank equal to the Series 2004 Certificates may be issued from time to time under the terms of this Indenture, providing for such interest rates and other characteristics as shall be fixed and determined as set forth in a Supplemental Indenture, provided there must be compliance with each of the following:

- (a) there is not a default under this Indenture;
- (b) there is not a default under the Lease;
- (c) the Revenues for the next preceding fiscal period of Lessee shall have been an amount equal to at least 125% of the debt service requirements for Series 2004 Certificates for such fiscal period, and Lessee shall provide to Lessor and Trustee a financial forecast prepared by a firm or firms of independent certified public accountants reasonably satisfactory to Lessor and Trustee to the effect that Revenues for the then current and next succeeding fiscal periods will be at least 125% of the aggregate debt service requirements for Series 2004 Certificates and such Additional Certificates for such fiscal periods;
- (d) Lessee and Lessor shall, prior to the issuance of such Additional Certificates, have entered into an amendment to the Lease to increase the Revenues payable by Lessee to provide, subject to legislative appropriation, sufficient additional funds at the times and in the amounts necessary (i) to pay the principal of and interest on both the Outstanding Certificates and the proposed Additional Certificates, including any principal of the Additional Certificates due by mandatory redemption provisions and

(ii) to maintain the balance in the Reserve Fund at the Reserve Fund Requirement, as recalculated to take into account the Additional Certificates, and to provide for the payment by Lessee of the fees and expenses of Trustee with respect to the Additional Certificates; and

(e) each issue of Additional Certificates shall be designated by some name to indicate that such Additional Certificates are of a different series than the Series 2004 Certificates.

Section 2.11. Refunding Certificates. Certificates to refund all or any of the Certificates Outstanding hereunder may be issued at any time provided there is compliance with each of the following:

(a) there is not a default under this Indenture, or the default will be cured immediately after issuance of the refunding certificates;

(b) there is not a default under the Lease;

(c) the Revenues shall be sufficient to pay, when due, subject to Nonappropriation, the principal of and interest on all Certificates to be Outstanding, including the refunding certificates, and to maintain a reserve fund at its reserve fund requirement;

(d) the issuance of the refunding certificates shall in no manner adversely affect the exclusion from gross income of the interest on the Series 2004 Certificates for federal income tax purposes; and

(e) the proceeds of the refunding certificates shall be applied in such manner that the Certificates being refunded are no longer outstanding hereunder after issuance of the refunding certificates.

Any such refunding certificates shall bear interest and be on such other terms and conditions as shall be determined by Lessee. Refunding certificates issued in compliance with the foregoing provisions shall have rank and status equal to the Series 2004 Certificates.

Section 2.12. Temporary Certificates. Until Certificates in definitive form are ready for delivery, Trustee may execute and deliver to the purchasers thereof, subject to the provisions, limitations and conditions set forth above, one or more Certificates in temporary form, whether printed, typewritten, lithographed or otherwise produced, substantially in the form of the definitive Certificates, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the lien and benefit of this Indenture. Upon the presentation and surrender of any Certificate or Certificates in temporary form, Trustee shall execute and deliver to the Owner or Owners thereof, in exchange therefor, a Certificate or Certificates in definitive form. Such exchange shall be made by Trustee without making any charge therefor to the Owners of such Certificates in temporary form.

ARTICLE III

REVENUES AND FUNDS

Section 3.01. Source of Payment of Certificates. All obligations of Lessee under the Lease, including its obligation to pay Rental Payments, in any fiscal period for which such Lease is in effect, shall constitute a current expense of Lessee for such fiscal period and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State, subject to the limitations and as provided in the Lease.

Section 3.02. Application of Revenues and Other Moneys.

(a) Pursuant to the Lease, the Rental Payments and other Revenues payable thereunder shall be paid directly to Trustee. If, notwithstanding such requirements, Lessor receives any payments on account of the Lease, Lessor shall immediately pay over the same to Trustee.

(b) Trustee shall deposit all Revenues from the Lease immediately upon receipt thereof to the Certificate Fund in an amount required to cause the aggregate amount on deposit therein to equal the amount then required to make the principal and interest payments due as set forth in Exhibit A to the Lease. In the event that Trustee receives prepayments from, and designated as such by, Lessee under the Lease, Trustee shall apply such prepayments to the Optional Redemption of the Certificates or portions thereof in accordance with Section 4.01 hereof.

(c) All income earned from the investment of moneys in the Project Fund (subject to Section 3.05) and the Certificate Fund shall be deposited at least once each year in the Certificate Fund and applied as a credit to the Certificates' interest payment coming due on the next Interest Payment Date. All income earned from the investment of moneys in the Reserve Fund shall be retained in the Reserve Fund in the amount, if any, required to bring the amount therein on deposit up to the Reserve Fund Requirement, and otherwise shall be applied in accordance with the next preceding sentence and as provided by Section 3.04(a) hereof. Trustee shall notify Lessee at least 15 days prior to the due date of its next payment of Rental Payments of the amount of earnings so allocated.

(d) The original proceeds of the Series 2004 Certificates shall be deposited as follows: (i) into the Certificate Fund an amount equal to the accrued interest received upon the sale of the Series 2004 Certificates and (ii) into the Project Fund, the balance of the proceeds of the Series 2004 Certificates.

Section 3.03. Certificate Fund. A special fund is hereby created and established with Trustee, to be designated "Millard School District School Facilities Lease Purchase Program, Certificates of Participation Fund" (the "Certificate Fund"), which shall be used to pay the principal of and interest on the Certificates.

There shall be deposited into the Certificate Fund (a) all accrued interest received at the time of the execution, sale and delivery of the Certificates from the proceeds of the Certificates;

(b) the principal and interest portions of each payment of Rental Payments made by Lessee as designated in Exhibit A to the Lease; (c) moneys transferred from the Reserve Fund, as provided by Section 3.04 hereof; and (d) all other moneys received by Trustee under this Indenture accompanied by directions from Lessee that such moneys are to be deposited into the Certificate Fund.

Moneys in the Certificate Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Certificates whether at maturity or upon prior redemption.

The Certificate Fund shall be in the custody of Trustee. Trustee shall withdraw sufficient funds from the Certificate Fund to pay the principal of, premium, if any, and interest on the Certificates as the same become due and payable whether at maturity or upon prior redemption, which responsibility, to the extent of the moneys therein, Trustee hereby accepts. Trustee shall keep the Certificate Fund separate and distinct from all other Funds held by it.

Section 3.04. Reserve Fund.

(a) A special fund is hereby created and established with Trustee to be designated "Millard School District School Facilities Lease Purchase Program, Reserve Fund," to which there shall be deposited (i) from moneys provided from the Special Building Fund of Lessee and not from the proceeds of the Series 2004 Certificates the sum of \$ _____, an amount equal to the Reserve Fund Requirement and (ii) any other moneys required by this Indenture or the Lease to be deposited in the Reserve Fund. If at any time there are insufficient funds in the Certificate Fund to pay principal of or premium or interest on Certificates when due, funds sufficient to cover such insufficiency shall be transferred to the Certificate Fund and applied to such principal, premium or interest. In the event of such a transfer from the Reserve Fund, or in the event of any other deficiency therein, Lessee shall, subject to legislative appropriation, make or cause to be made payments pursuant to Section 5.01 of the Lease in the amount or amounts sufficient to restore the amount on deposit in the Reserve Fund to the Reserve Fund Requirement. Except as otherwise provided herein, any earnings on moneys in the Reserve Fund shall be retained therein so long as the amount therein is less than the Reserve Fund Requirement, and otherwise shall be transferred on each May 15 and November 15 into the Certificate Fund. Until the Certificates are paid in full, or payment of the Certificates is provided for as set forth in Article VI hereof, and all other amounts payable hereunder and under the Lease have been paid in full, Lessee shall have no right, title or interest in or to moneys in the Reserve Fund.

(b) The moneys in the Reserve Fund shall be (i) paid into the Certificate Fund in an amount sufficient to redeem all or part of the Certificates in accordance with the provisions of this Indenture upon the written request of Lessee (but only if sufficient funds will then be in the Certificate Fund to redeem all outstanding Certificates), (ii) applied by Trustee, upon the written request of Lessee, as a deposit when such deposit by itself or with other moneys or Governmental Obligations so deposited is sufficient to cause all the Certificates to be deemed paid as provided in Article VI hereof or (iii) paid into the Certificate Fund when such moneys in the Reserve Fund by themselves, or together with other moneys in the Certificate Fund, are equal to or greater than the

amount necessary to pay the Certificates in full, together with all accrued interest thereon, and the fees, charges and expenses of Trustee and any paying agent and any other amounts required to be paid under this Indenture or under the Lease.

Section 3.05. Project Fund. A special fund is hereby created and established with Trustee to be designated "Millard School District School Facilities Lease Purchase Program, Project Fund" (the "Project Fund"). The balance of the proceeds of the sale of the Certificates remaining after the deductions provided for accrued interest on the Certificates and the Reserve Fund have been made shall be deposited in the Project Fund. Any moneys held as part of the Project Fund shall be invested and reinvested by Trustee in accordance with Article V of this Indenture, and the income therefrom shall be retained in the Project Fund. Moneys held in the Project Fund shall be disbursed in accordance with the provisions of Section 3.03 of the Lease.

Trustee shall retain in the Project Fund a sum equal to the amount estimated by Lessee to be necessary for payment of the Cost of the Leased Property not then due and payable and shall transfer the balance on deposit in the Project Fund, if any, at the option and written direction of Lessee to the Certificate Fund to apply (a) to the next occurring payment of Rental Payments, (b) to the redemption of the Certificates or (c) to any combination of the foregoing.

Section 3.06. Rebate Fund. A special fund is hereby created and established with Trustee, as and when, necessary for Trustee to fulfill the requirements of this Section 3.06 and the Tax Certificate, to be designated "Millard School District School Facilities Lease Purchase Program, Rebate Fund" (the "Rebate Fund") and within such Rebate Fund a Rebate Income Account and a Rebate Principal Account.

As more fully set forth in the Tax Certificate, Trustee shall pay to the United States, not later than 45 days after the end of the fifth Certificate year, and not later than five years after each preceding payment was due or would have been due if a Rebate Amount existed at that time, an amount equal to not less than the excess of (a) 90% of the sum of the balance, if any, in the Rebate Fund at such time plus all previous payments made to the United States, over (b) all previous payments made to the United States. The Trustee shall pay to the United States, not later than 60 days after the last Outstanding Certificates are paid or redeemed, 100% of the Rebate Amount as of the end of the final Computation Period less all previous payments made to the United States. Each payment of Rebate Amount shall be mailed by the Trustee to the Internal Revenue Service Center, Ogden Utah 84201. Each payment shall be accompanied by a copy of the Form 8038 filed with respect to the Certificate issue and the statement summarizing the determination of the Rebate Amount.

Section 3.07. Nonpresentment of Certificates. In the event any Certificate shall not be presented for payment when due, if funds sufficient to pay such Certificate shall have been made available to Trustee for the benefit of the Owner thereof, it shall be the duty of Trustee to hold such funds without liability for interest thereon for the benefit of the Owner of such Certificate, who shall be restricted exclusively to such funds for any claim of whatever nature of his part under the Lease or this Indenture or on or with respect to such Certificate.

Funds (including proceeds of government obligations as provided in Section 6.01) so deposited with Trustee which remain unclaimed two years after the date payment thereof

becomes due whether at maturity or upon redemption shall, if, to the knowledge of Trustee, there has been no Event of Nonappropriation or Event of Default, be paid to Lessee, and the Owners of the Certificates for which the deposit was made shall thereafter be limited to a claim against Lessee.

Section 3.08. Moneys To Be Held in Trust. The ownership of the Certificate Fund, the Reserve Fund, the Project Fund and any other fund or account created hereunder (except for the Rebate Fund) shall be in Trustee, for the benefit of the Owners of the Certificates.

ARTICLE IV

REDEMPTION OF SERIES 2004 CERTIFICATES

Section 4.01. Optional Redemption. In the event Lessee exercises its right to purchase the Leased Property under the Lease, the Series 2004 Certificates shall be subject to Optional Redemption, at the option of Lessee, prior to maturity, in whole or in part, at any time in the manner, on the date or dates and at the redemption prices designated in the text of the Series 2004 Certificates attached hereto as Exhibit A. Such redemption may be made from any moneys deposited therefor in the Certificate Fund.

Section 4.02. Extraordinary Mandatory Redemption. Unless otherwise provided pursuant to an agreement among Lessee, Trustee and Lessor, with appropriate adjustment to the text of the Certificates, the Certificates shall be immediately called for redemption in whole in the event that a Lease Term shall be terminated by reason of the occurrence of an Event of Nonappropriation or an Event of Default. If any Certificates are to be redeemed by reason of any such event, the Owners shall have no right to payment from Lessor, Lessee or Trustee, in redemption of their Certificates or otherwise, except as expressly set forth in this Section 4.02.

Upon the occurrence of an Event of Nonappropriation or an Event of Default, Trustee shall immediately notify the Owners of the Affected Certificates of such event and related redemption. If the Net Proceeds otherwise received and other moneys then available under this Indenture are insufficient to pay in full the principal of and accrued interest on all Outstanding Certificates, Trustee may, or at the request of the Owners of a majority in aggregate principal amount of the Affected Certificates, and upon indemnification as to costs and expenses as provided in this Indenture, shall, without any further demand or notice, exercise all or any combination of Lease Remedies as provided in the Lease, and the Affected Certificates shall be redeemed by Trustee from the Net Proceeds resulting from the exercise of such Lease Remedies and all other moneys, if any, then on hand and being held by Trustee for the Owners of the Affected Certificates (including any moneys in the Project Fund). In the event that such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys shall be insufficient to redeem the Affected Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys shall be allocated proportionately among the Affected Certificates, according to the principal amount thereof Outstanding. In the event that such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are in excess of the amount required to redeem the Affected Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such excess moneys shall be paid to Lessee.

Prior to any distribution of the Net Proceeds resulting from the exercise of any of such remedies in redemption of the Certificates pursuant to this Section 4.02, Trustee shall be entitled to payment of its reasonable and customary fees for all services rendered in connection with such disposition, as well as reimbursement for all reasonable costs and expenses, including attorneys' fees, incurred thereby, from proceeds resulting from the exercise of such Lease Remedies and other moneys. If the Affected Certificates are to be redeemed for an amount less than the aggregate principal amount thereof plus interest accrued to the redemption date, such partial payment shall be deemed to constitute a redemption in full of the Affected Certificates, and upon such a partial payment no Owner of such Affected Certificates shall have any further claim for payment against Lessor, Trustee or Lessee.

Section 4.03. Partial Redemption. If less than all of the Certificates are to be redeemed, the Certificates to be redeemed shall be selected in such manner as set forth in the text of the related series of Certificates. Certificates shall be redeemed only in integral multiples of \$5,000. Trustee shall treat any Certificate of denomination greater than \$5,000 as representing that number of separate Certificates each of the denomination of \$5,000 as can be obtained by dividing the actual principal amount of such Certificate by \$5,000. Upon surrender of any Certificate for redemption in part, Paying Agent shall execute and deliver to the Owner thereof, at no expense of the Owner, a new Certificate or Certificates of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Certificates so surrendered.

Section 4.04. Notice of Redemption. Whenever Certificates are to be redeemed under any provision of this Indenture, except redemptions under Section 4.02 hereof, or when directed to do so by Lessor, Trustee shall, not less than 30 and not more than 60 days prior to the redemption date, mail notice of redemption to all Owners of all Certificates to be redeemed at their registered addresses, by first class mail, postage prepaid. In addition, Trustee shall at all reasonable times make available to Lessor, Paying Agent, the Underwriters and any Certificate Owner, including the Depository, if applicable, information as to Certificates which have been redeemed or called for redemption. Any notice of redemption shall be given in the name of Lessor, shall identify the Certificates to be redeemed, shall specify the redemption date and the redemption price and shall state that on the redemption date the Certificates called for redemption will be payable at the principal corporate trust office of Paying Agent and that from that date interest will cease to accrue. Trustee may use "CUSIP" numbers in notices of redemption as a convenience to Certificate Owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Certificates or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established under this Indenture.

ARTICLE V

SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

Section 5.01. Deposits and Security Therefor. All moneys received by Trustee under this Indenture shall, except as hereinafter provided, be deposited with Trustee, until or unless invested or deposited as provided in Section 5.02 hereof. All deposits with Trustee held for more than 24 hours (whether original deposits under this Section 5.01 or deposits or re-deposits in time accounts under Section 5.02) shall, to the extent not insured, be secured by a pledge of securities

if and as required by applicable law for such trust deposits. All deposits in any other depository institution in excess of the amount covered by insurance (whether under this Section 5.01 or under Section 5.02 as aforesaid) shall be secured as required by the laws of the State.

Section 5.02. Investment or Deposit of Funds. Trustee shall, at the request and written direction of Lessee, invest moneys held in the Certificate Fund, Project Fund, Reserve Fund or other fund or account established under this Indenture in obligations which are authorized investments for Lessee under State law or deposit such moneys in time accounts (including accounts evidenced by time certificates of deposit) which may be maintained with the commercial department of Trustee, secured as provided in Section 5.01 hereof and under the terms permitted by applicable law, provided that all investments shall mature or be subject to redemption by the owner at not less than the principal amount thereof or the cost of acquisition whichever is lower—and all deposits in time accounts shall be subject to withdrawal—not later than the date when the amounts will foreseeably be needed for purposes of this Indenture, and provided further that all Reserve Fund investments shall so mature or be subject to redemption not later than the fifth anniversary of the date of investment. Without limiting the generality of the foregoing, the investments permitted hereunder (so long as such investments are authorized investments for Lessee) shall include: (a) obligations issued or guaranteed by the United States of America; (b) obligations issued or guaranteed by any agency or person controlled or supervised by and acting as an instrumentality of the United States of America pursuant to authority granted by the Congress of the United States of America, except obligations of the Federal National Mortgage Association; (c) obligations issued or guaranteed by any state of the United States of America, the District of Columbia or any political subdivision of any state rated within one of the two highest rating categories by Moody's and Standard & Poor's; (d) time accounts (including accounts evidenced by time certificates of deposit) with commercial banks or savings and loan associations which are fully insured by the Federal Deposit Insurance Corporation; (e) repurchase agreements fully secured by investments under (a), (b) or (c) above; and (f) interests in a portfolio of debt instruments containing only obligations described under (a), (b) or (c) above, including, without limitation, a mutual fund or a money market fund satisfying such requirements. In connection with investment transactions hereunder, Trustee may use its own investment department.

Deposits or investments shall at all times be a part of the Fund from which the moneys used to acquire such deposits or investments shall have come, and any profit or loss resulting from the sale of any investment shall be added or charged to such Fund. Lessee shall restore to the appropriate Fund all amounts necessary to cover all losses resulting from the sale of any investments. In the case of all other Revenues representing moneys held in the Certificate Fund, such interest or income received or paid shall be held in such Fund with a corresponding credit against Lessee's obligation to make payments under the Lease.

In the computation of the amount in any Fund for any purpose, investments purchased as an investment of moneys therein shall be valued at the cost thereof.

ARTICLE VI

DEFEASANCE

Section 6.01. Defeasance.

(a) When principal or redemption price (as the case may be) of, and interest on, the Certificates executed and delivered hereunder have been paid or provision has been made for payment of the same, together with the compensation of Trustee and all other sums payable hereunder relating to the Certificates, the right, title and interest of Trustee shall thereupon cease in respect of the Certificates and Trustee, on demand of Lessor, shall release this Indenture in respect of the Certificates, shall release the Lease and Security Documents and shall execute such documents to evidence such release as may be reasonably required by Lessor or Lessee and shall turn over to Lessee all balances then held by Trustee in the Funds (except the Rebate Fund) hereunder. If payment or provision therefor is made with respect to less than all of the Certificates, the particular Certificates (or portion thereof) for which provision for payment shall have been considered made shall be selected by lot by Trustee, and thereupon Trustee shall take similar action for the release of this Indenture, the Lease and the Security Documents with respect to such Certificates.

(b) Provision for the payment of the Certificates shall be deemed to have been made when Trustee holds in the Certificate Fund (i) cash in an amount sufficient to make all payments specified above with respect to the Certificates to be no longer entitled to the lien of this Indenture; (ii) noncallable direct obligations issued by, or unconditionally guaranteed by, the United States of America, maturing on or before the date or dates when the payments specified above shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate, sufficient without reinvestment to make all such payments; or (iii) any combination of such cash and such obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate, sufficient without reinvestment to make all such payments.

(c) Neither the obligations nor the moneys deposited with Trustee pursuant to this Section 6.01 shall be withdrawn or used for any purpose other than, and shall be segregated and held in trust for, the payment of the principal or redemption price of, and interest on, the Certificates or portions thereof.

(d) Whenever moneys or obligations shall be deposited with Trustee for the payment or redemption of the Certificates more than 60 days prior to the date that the Certificates are to mature or be redeemed, Trustee shall mail a notice stating that such moneys or obligations have been deposited and identifying the Certificates for the payment of which such moneys or obligations are being held to all Owners of Certificates for the payment of which such moneys or obligations are being held.

Section 6.02. Unclaimed Money To Be Returned. Any moneys deposited with Trustee pursuant to the terms of this Indenture, for the payment of principal, premium, if any, or interest on the Certificates and remaining unclaimed by the Owners of such Certificates at maturity or the date fixed for redemption of the same, as the case may be, for a period of two years after the due date, shall upon the written request of Lessor and Lessee, and if Lessor or Lessee shall not at the time, to the knowledge of Trustee, be in default with respect to any of the terms and conditions contained in this Indenture, in the Certificates or under the Lease, be paid to Lessee,

and such Owners shall thereafter look only to Lessee for payment and then only to the extent of the amounts so received without interest thereon. After payment by Trustee of all of the foregoing, if any moneys are then remaining under this Indenture, Trustee shall pay such moneys to Lessee.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01. Events of Default Defined. Each of the following shall be an “Event of Default” hereunder with respect to Affected Certificates:

(a) If Lessor shall fail or refuse to comply with its covenants hereunder and such failure or refusal shall continue for a period of 30 days after notice thereof has been given to Lessor by Trustee; or

(b) The occurrence of an Event of Nonappropriation or an “event of default of Lessee” as defined under the Lease.

Upon the occurrence of any Event of Default hereunder, Trustee shall give notice thereof to the Owners of Affected Certificates, the Underwriters, Paying Agent and Lessor.

Section 7.02. Special Provisions Regarding an Event of Default for Certificates. Any supplement to this Indenture may provide for additional Events of Default with respect to any Additional Certificates as may be necessary or desirable in connection with the execution and delivery of any series of Additional Certificates. Upon the request of Lessee, Trustee and Lessor shall enter into such a supplement to this Indenture, which supplement shall not require the consent of the Owners of any series of Certificates then Outstanding.

Section 7.03. Remedies. If any Event of Default occurs and is continuing, Trustee may enforce for the benefit of the Affected Certificates each and every right granted to it as the assignee or grantee of the Lease and Security Documents. In exercising such rights and the rights given Trustee under this Article VII, Trustee shall take such action as, in the judgment of Trustee, would best serve the interests of the Owners of the Affected Certificates, including calling the Affected Certificates for redemption prior to their maturity in the manner and subject to the provisions of Section 4.03 hereof and exercising the Lease Remedies provided in the Lease.

Section 7.04. Legal Proceedings by Trustee. If any Event of Default has occurred and is continuing, Trustee, in its discretion may, and, upon the written request of the Owners of a majority in aggregate principal amount of all Affected Certificates and receipt of indemnity to its satisfaction, shall, in its own name:

(a) By mandamus, or other suit action or proceeding at law or in equity, enforce all rights of the Owners of the Affected Certificates, including enforcing any rights under the Lease or the Security Documents and to enforce the provisions of this Indenture and any collateral rights hereunder for the benefit of the Owners of the Affected Certificates; or

(b) By action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Affected Certificates.

Section 7.05. Discontinuance of Proceedings by Trustee. If any proceeding commenced by Trustee on account of any Event of Default is discontinued or is determined adversely to Trustee, then Lessor and the Owners of the Affected Certificates shall be restored to their former positions and rights hereunder as though no such proceeding had been commenced.

Section 7.06. Owners of Affected Certificates May Direct Proceedings. The Owners of a majority in aggregate principal amount of the Affected Certificates shall have the right, after furnishing indemnity satisfactory by Trustee, to direct the method and place of conducting all remedial proceedings by Trustee hereunder, provided that such direction shall not be in conflict with any rule of law or with this Indenture or unduly prejudice the rights of minority Owners of Affected Certificates.

Section 7.07. Limitations on Actions by Owners of Affected Certificates. No Owner of Affected Certificates shall have any right to pursue any remedy hereunder unless:

(a) Trustee shall have been given written notice of an Event of Default which affects such Owner;

(b) the Owners of Affected Certificates of at least a majority in aggregate principal amount of all Affected Certificates shall have requested Trustee, in writing, to exercise the powers hereinabove granted or pursue such remedy in its or their name or names;

(c) Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities; and

(d) Trustee shall have failed to comply with such request within a reasonable time.

Notwithstanding the foregoing provisions of this Section 7.07 or any other provision of this Indenture, the obligation of Lessor shall be absolute and unconditional to pay hereunder, but solely from the Revenues pledged under this Indenture, the principal or redemption price of, and interest on, the Certificates to the respective Owners thereof on the respective due dates thereof, and nothing herein shall affect or impair the right of action, which is absolute and unconditional, of such Owners to enforce such payment.

Section 7.08. Trustee May Enforce Rights Without Possession of Affected Certificates. All rights under this Indenture and the Affected Certificates may be enforced by Trustee without the possession of any Affected Certificates or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by Trustee shall be brought in its name for the ratable benefit of the Owners of the Affected Certificates.

Section 7.09. Remedies Not Exclusive. Subject to any express limitations contained herein, no remedy herein conferred is intended to be exclusive of any other remedy or remedies,

and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.10. Delays and Omissions Not To Impair Rights. No delays or omissions in respect of exercising any right or power accruing upon any default shall impair such right or power or be a waiver of such default, and every remedy given by this Article VII may be exercised from time to time and as often as may be deemed expedient.

Section 7.11. Application of Moneys in Event of Default. Any moneys received by Trustee under this Article VII shall be applied in the following order:

(a) To the payment of the costs of Trustee, including Counsel fees, and disbursements of Trustee with interest thereon at the prime rate then in effect with Trustee, and by the payment of its reasonable compensation;

(b) To the payment of interest then owing on the Affected Certificates, and in case such moneys shall be insufficient to pay the same in full, then to the payment of interest ratably, without preference or priority of one over another or of any installment of interest over any other installment of interest;

(c) To the payment of principal or redemption price (as the case may be) then owing on the Affected Certificates, and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or redemption price ratably, without preference or priority of one Affected Certificate over another; and

(d) To the payment of costs and expenses of Lessor, including Counsel fees, incurred in connection with the Event of Default.

The surplus, if any, shall be paid to Lessee or the person lawfully entitled to receive the same as a court of competent jurisdiction may direct.

ARTICLE VIII

TRUSTEE

Section 8.01. Acceptance of Trust.

(a) Trustee accepts and agrees to execute the trusts created by this Indenture, but only upon the additional terms set forth in this Article, to all of which the parties to this Indenture and the Owners agree.

(b) Trustee shall require Lessee to perform its obligations under the Lease. Trustee shall give prompt notice to Lessor of any default known to Trustee under the Lease, or any amendment or supplement thereto, of which Trustee receives actual knowledge. Upon the occurrence of any "Event of Default" or Event of Nonappropriation under the Lease, Trustee may take such action as Trustee deems necessary to enforce the obligations of Lessee under the Lease. Trustee shall not be required, however, to take any remedial action, other than the giving of notice, except in

accordance with the written directions of the Owners of a majority in principal amount of the Affected Certificates and unless reasonable indemnity is furnished for any expense or liability to be incurred therein. Upon receipt of written direction and indemnity, as provided above, and after making such investigation, if any, as it deems appropriate, Trustee shall promptly pursue any of the Lease Remedies provided by the Lease (not contrary to any such direction) as it deems appropriate for the protection of the Owners of the Affected Certificates.

Section 8.02. No Responsibility for Recitals, Etc. The recitals, statements and representations in this Indenture or in the Certificates, save only Trustee's execution of the Certificates, have been made by Lessor and not by Trustee, and Trustee shall be under no responsibility for the correctness thereof.

Section 8.03. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence. Trustee may exercise any powers under this Indenture and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of Counsel concerning all questions hereunder. Trustee shall not be answerable for the exercise of any discretion or power under this Indenture nor for anything whatever in connection with the trust under this Indenture, except only its own willful misconduct or negligence or that of its agents, officers and employees.

Section 8.04. Compensation. Lessee shall pay Trustee reasonable compensation for its services under this Indenture, and also all its reasonable expenses and disbursements, including attorneys' fees, as provided in Section 7.3 of the Lease.

Section 8.05. Notice of Default; Right To Investigate. Trustee shall, within 30 days after the occurrence thereof, give written notice by first-class mail to the registered owners of the Affected Certificates of all Events of Default related to a series of Certificates known to Trustee and send a copy of such notice to Lessee, unless such defaults have been remedied and Lessor and the Owners of the Affected Certificates shall have been restored to their former positions and rights hereunder. Trustee shall not be deemed to have notice of any default under clause (a) or (b) of Section 7.01 hereof unless it has actual knowledge thereof or has been notified in writing of such default by the owners of at least 25% in principal amount of the Affected Certificates. Trustee may, however, at any time, require of Lessee full information as to the performance of any covenant hereunder or under the Lease, and, if information satisfactory to it is not forthcoming, Trustee may make or cause to be made an investigation into the affairs of Lessee related to this Indenture and the properties covered hereby.

Section 8.06. Obligation To Act on Defaults. If any Event of Default shall have occurred and be continuing, Trustee shall exercise such of the rights and remedies vested in it by this Indenture and shall use the same degree of care in their exercise as a prudent man would exercise or use in the circumstances in the conduct of his own affairs, provided that, if in the opinion of Trustee such action may tend to involve expense or liability, it shall not be obligated to take such action unless it is furnished with indemnity satisfactory to it.

Section 8.07. Reliance on Requisition, Etc. Trustee may act on any requisition, resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher,

bond or other paper or document which it in good faith believes to be genuine and to have been passed or signed by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Indenture, and Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

Trustee will be entitled to rely upon opinions of Counsel and will not be responsible for any loss or damage resulting from reliance in good faith thereon, except for its own negligence or willful misconduct.

Section 8.08. Trustee May Own Certificates. Trustee may in good faith buy, sell, own and hold any of the Certificates and may join in any action which any Owner may be entitled to take with like effect as if Trustee were not a party to this Indenture. Trustee may also engage in or be interested in any financial or other transaction with Lessee, provided that, if Trustee determines that any such relation is in conflict with its duties under this Indenture, it shall eliminate the conflict or resign as Trustee. So long as no event of default hereunder has occurred and is continuing, Trustee may be a creditor of Lessee.

Section 8.09. Construction of Ambiguous Provisions. Trustee may construe any ambiguous or inconsistent provisions of this Indenture, and any such construction by Trustee shall be binding upon the Owners. In construing any such provision, Trustee will be entitled to rely upon opinions of Counsel and will not be responsible for any loss or damage resulting from reliance in good faith thereon, except for its own negligence or misconduct.

Section 8.10. Resignation of Trustee. Trustee may resign and be discharged of the trusts created by this Indenture by written resignation filed with Lessee not less than 60 days before the date when it is to take effect, provided notice of such resignation is mailed by registered or certified mail to the registered owner of each Outstanding Certificate at the address shown on the registration books. Such resignation shall take effect only upon the appointment of a successor Trustee.

Section 8.11. Removal of Trustee. Any Trustee hereunder may be removed at any time by an instrument appointing a successor to Trustee so removed, executed by the owners of a majority in principal amount of the Certificates then Outstanding and filed with Trustee and Lessee.

Section 8.12. Appointment of Successor Trustee. If Trustee or any successor trustee resigns or is removed (other than pursuant to Section 8.11 hereof) or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of Trustee, and Lessee shall appoint a successor and shall mail notice of such appointment by registered or certified mail to the registered owners of all Outstanding Certificates at the address shown on the registration books. If Lessee fails to make such appointment within 30 days after the date notice of resignation is filed, the owners of a majority in principal amount of the Certificates then Outstanding may do so. If Owners have failed to make such appointment within 60 days after the date notice of resignation is filed, Trustee may make such appointment by an instrument in writing filed with Lessee.

Section 8.13. Qualification of Successor. A successor trustee shall be a national bank with trust powers or a bank and trust company or a trust company, in each case having capital and surplus of at least \$25,000,000, if there be one able and willing to accept the trust on reasonable and customary terms.

Section 8.14. Instruments of Succession. Any successor trustee shall execute, acknowledge and deliver to Lessee an instrument accepting such appointment under this Indenture, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in the trust under this Indenture, with like effect as if originally named Trustee herein. Trustee ceasing to act under this Indenture shall pay over to the successor trustee all moneys held by it under this Indenture, and, upon request of the successor trustee, Trustee ceasing to act and Lessee shall execute and deliver an instrument transferring to the successor trustee all the estates, properties, rights, powers and trusts under this Indenture of Trustee ceasing to act.

Section 8.15. Merger of Trustee. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.16. Appointment of Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of any such document in default, or in case Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to Trustee or hold title to the properties, in trust, as granted in this Indenture, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that Trustee appoint an additional individual or institution as a separate or Co-Trustee. The following provisions of this Section are adopted to these ends.

Trustee may appoint an additional individual or institution as a separate or Co-Trustee, in which event such and every remedy, power, right, claim, demand, cause of action, indemnity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to Trustee with respect thereto shall be exercisable by and vest in such separate or Co-Trustee but only to the extent necessary to enable such separate or Co-Trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or Co-Trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from Lessee be required by the separate or Co-Trustee so appointed by Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by Lessee. In case any separate or Co-Trustee, or a successor to

either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or Co-Trustee, so far as permitted by law, shall vest in and be exercisable by Trustee until the appointment of a new Trustee or successor to such separate or Co-Trustee.

Section 8.17. Intervention by Trustee. In any judicial proceeding to which Lessee is a party and which in the opinion of Trustee and its Counsel has a substantial bearing on the interests of Owners of the Certificates, Trustee may intervene on behalf of the Owners and shall do so if requested in writing by the Owners of at least 25% in aggregate principal amount of Affected Certificates and furnished indemnity unless Trustee is directed otherwise by a larger percentage of Owners of Affected Certificates. The rights and obligations of Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.18. Paying Agent.

(a) Lessor hereby appoints Trustee to act as Paying Agent for the Certificates, such designation to remain in effect until Paying Agent resigns or is removed as provided in this Section 8.18. Paying Agent and any successor Paying Agent, by written instrument delivered to Lessor and Trustee (if not then Paying Agent), shall accept the duties and obligations imposed on it under this Indenture.

(b) Lessor is authorized to appoint an additional paying agent to assist in the performance of Paying Agent's duties hereunder. If an appointment is made hereunder, written notice shall be given as soon as practicable to Paying Agent, Trustee, Underwriter, Lessee, Certificate Owners and, to the extent that such rating agency may have rated any affected series of Certificates, Standard & Poor's and/or Moody's.

(c) In addition to the other obligations imposed on Paying Agent hereunder, Paying Agent shall agree to:

(i) keep such books and records as shall be consistent with industry practice and make such books and records available for inspection by Lessor and Trustee at all reasonable times; and

(ii) deliver to Trustee upon request a list of the names and addresses of the Owners of the Certificates.

(d) If at any time Paying Agent is unable or unwilling to act as Paying Agent, Paying Agent may resign upon 60 days' prior written notice to Lessor, Trustee and the Underwriters. Such resignation shall become effective upon the date specified in such notice, unless a successor Paying Agent has not been appointed, in which case such resignation shall become effective upon the appointment of each successor. Paying Agent may be removed at any time by Lessor, by written notice signed by Lessor delivered to Paying Agent (if not then Trustee hereunder), Trustee and the Underwriters. Upon resignation or removal of Paying Agent, Lessor shall appoint a substitute Paying Agent which is a national banking association, bank, bank and trust company or trust company which has a capital and surplus of at least \$25,000,000. Upon the resignation or

removal of Paying Agent, Paying Agent shall pay over, assign and deliver any moneys and Certificates held by it in trust pursuant to this Section 8.18 to its successor.

(e) Any corporation into which any Paying Agent hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Paying Agent hereunder shall be the successor paying agent hereunder, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE IX

SUPPLEMENTAL INDENTURES AND AMENDMENTS OF THE RELATED LEASES

Section 9.01. Supplemental Indentures Not Requiring Consent of Owners. Trustee and Lessor may, with the written consent of Lessee, but without the consent of, or notice to, the Owners, enter into such indentures or agreements supplemental hereto for any one or more or all of the following purposes:

(a) to add additional covenants of Lessor or surrendering right or power herein conferred upon Lessor or to grant additional powers or rights to Trustee;

(b) to make any amendments necessary or desirable to obtain or maintain a rating from Moody's and/or Standard & Poor's in respect of any series of Certificates;

(c) to make any amendment which relates exclusively to and/or sets forth the terms of one or more series of Additional Certificates which are to be initially executed and delivered on or after the effective date of the Supplemental Indenture, and not to any Outstanding series of Certificates;

(d) in order to preserve or protect the exclusion from gross income for federal income tax purposes of interest evidenced and represented by the Certificates; or

(e) for any purpose not inconsistent with the terms of this Indenture to cure any ambiguity, or to correct or supplement any provision contained in this Indenture or in any Supplemental Indenture which may be defective or inconsistent with any other provisions contained in this Indenture or in any Supplemental Indenture, or to make any provisions with respect to matters arising under this Indenture which shall not be inconsistent with the provision of this Indenture and which do not adversely affect the interests of the Owners of the Affected Certificates.

Section 9.02. Amendments With Certificate Owners' Consent. This Indenture may be amended from time to time, except with respect to (a) the principal or interest payable upon any Outstanding series of Certificates, (b) the Interest Payment Dates, the dates of maturity or the redemption provisions of any Outstanding series of Certificates and (c) this Article IX by a Supplemental Indenture approved by the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding which would be affected by the action proposed to be taken.

Section 9.03. Amendment of Lease or Security Documents.

(a) Lessor and Lessee shall have the right to amend the Lease and Lessor, Trustee and Lessee shall have the right to amend any existing Security Documents, without Certificate Owners' consent, for one or more of the following purposes:

(i) to add additional covenants of Lessor or Lessee or to surrender any right or power therein conferred upon Lessor or Lessee;

(ii) to make any amendments necessary or desirable to obtain or maintain a rating from Moody's and/or Standard & Poor's in respect of any series of Certificates;

(iii) to make any amendment which relates exclusively to and/or sets forth the terms of one or more series of Additional Certificates which are to be initially executed and delivered on or after the effective date of such amendment, and not to any Outstanding series of Certificates;

(iv) in order to more precisely identify the Leased Property (including sites), including any substitutions, additions or modifications to the Leased Property as may be authorized under the Lease;

(v) in order to preserve or protect the exclusion from gross income for federal income tax purposes of interest evidenced by the Certificates; or

(vi) for any purpose not inconsistent with the terms of this Indenture or to cure any ambiguity or to correct or supplement any provision contained therein or in any amendment thereto which may be defective or inconsistent with any other provision contained therein or in this Indenture or in any amendment thereto or in any Supplemental Indenture, or to make such other provisions in regard to matters or questions arising under the Lease or any Security Document which shall not be inconsistent with the existing provisions thereof and which shall not adversely affect the interests of the Owners of Affected Certificates.

(b) If Lessor or Lessee proposes to amend the Lease or any related Security Document in such a way as would adversely affect the interests of Owners of Affected Certificates, Trustee shall notify the Owners of the Affected Certificates of the proposed amendment and may consent thereto with the consent of the Owners of a majority in aggregate principal amount of the Affected Certificates, provided that Trustee shall not, without the unanimous consent of the Owners of all Affected Certificates, consent to any amendment which would (i) decrease the amounts payable in respect of the Lease or (ii) change the payment dates of Rental Payments under the Lease or change any of the prepayment provisions of the Lease.

Section 9.04. Trustee Authorized To Join in Amendments and Supplements; Reliance on Counsel. Trustee is authorized to join with Lessor in the execution and delivery of or consent to any Supplemental Indenture or amendment permitted by this Article IX and in so doing shall be fully protected by an opinion of Counsel that such Supplemental Indenture or

amendment is so permitted and has been duly authorized by Lessor or Lessee and that all things necessary to make it a valid and binding agreement have been done.

Section 9.05. Notice to Rating Agencies. Trustee shall mail a notice of any amendment or supplement to this Indenture, the Lease or a Security Document to Standard & Poor's and/or Moody's if and only if such rating agencies have then rated the Certificates affected by such amendment or supplement.

ARTICLE X

MISCELLANEOUS

Section 10.01. Evidence of Signature of Owners and Ownership of Certificates. Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor and shall be signed or executed by such Owners in person or by their attorneys-in-fact appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Certificates, shall be sufficient (except as otherwise herein expressly provided) if made in the following manner, but Trustee may, nevertheless, in its discretion require further or other proof in cases where it deems the same desirable:

(a) The fact and date of the execution by any Owner or such Owner's attorney-in-fact of such instrument may be proved by the certificate of any officer authorized to take acknowledgements in the jurisdiction in which such officer purports to act that the person signing such request or other instrument acknowledged to such officer the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public.

(b) The fact of the owning by any person of Certificates and the amounts and numbers of such Certificates, and the date of the owning of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such bankers, as the property of such party, the Certificates therein mentioned, if such certificate shall be deemed by Trustee to be satisfactory. Trustee may, in its discretion, require evidence that such Certificates have been deposited with a bank, bankers or trust company before taking any action based on such ownership. In lieu of the foregoing, Trustee may accept other proofs of the foregoing as it shall deem appropriate.

Any request or consent of the Owner of any Certificate shall be conclusive upon and shall bind all future owners of such Certificate and of any Certificate issued upon the transfer or exchange of such Certificate in respect of anything done or suffered to be done by Lessee, Lessor or Trustee in accordance therewith, whether or not notation of such consent or request is made upon any such Certificate.

Section 10.02. Covenants of Lessor.

(a) ***Lease Provisions.*** Lessor hereby covenants to Trustee for the benefit of the Owners that Lessor will observe and comply with the covenant of quiet enjoyment contained in Section 3.1 of the Lease and with all of its representations and warranties under such Lease.

(b) ***Payment of Certificates.*** Lessor shall promptly pay or cause to be paid the principal or redemption price of, and the interest on, every Certificate executed and delivered hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of Revenues.

(c) ***Corporate Existence; Compliance With Laws.*** Lessor shall maintain its corporate existence, shall use its best efforts to maintain and renew all its rights, powers, privileges and franchises and shall comply with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any legislative, executive, administrative or judicial body which may relate to the execution and delivery of the Certificates and the performance of Lessor's obligations hereunder.

(d) ***No Transfer of Leases, etc.; Further Assurances.*** Lessor shall not transfer the Lease or any rights it may have in the Leased Property, except pursuant to the Lease or as specifically authorized in this Indenture in furtherance of the security for the Certificates. Except to the extent otherwise provided in this Indenture, Lessor shall not enter into any contract or take any action by which the rights of Trustee or the Certificate Owners may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Indenture. Lessor covenants that if it grants a lien on or security interest in the Leased Property, it shall concurrently grant to Trustee for the benefit of the Certificate Owners a lien on and security interest in the Leased Property.

(e) ***Certificates Not To Become Arbitrage Bonds.*** Lessor covenants to the Owners of the Certificates that, notwithstanding any other provision of this Indenture or any other instrument, it will not make or cause to be made any investment or other use of the proceeds of the Certificates or of any amounts (which shall be derived from a source or sources other than the proceeds of the Certificates) on deposit in the Reserve Fund or take any action with respect to the amounts payable under the Lease which would cause the Certificates to be "arbitrage bonds" under Sections 103 and 148 of the Code. Lessor further covenants that it will comply with the requirements of such Sections and regulations throughout the terms of the Certificates with respect to all funds and accounts created under this Indenture and all moneys on deposit to the credit of any such fund or account, and to any other amounts which are Certificate proceeds for purposes of Sections 103 and 148 of the Code. Lessor covenants that it will take no action and permit no action within its control to be taken which would adversely affect the exemption from federal income tax of interest on the Certificates.

(f) ***Security Documents.*** Lessor shall cause the appropriate Security Documents relating to the Lease, as defined therein, to be filed, and further shall cause

this Indenture or a financing statement relating to this Indenture to be filed, in such manner and at such places as may be required by law fully to protect the security of the Owners of the Certificates and the right, title and interest of Trustee in and to the Leased Property and the Trust Estate created by this Indenture or any part thereof. From time to time, Trustee may, but shall not be required to, obtain an opinion of Counsel setting forth what, if any, actions by Trustee should be taken to preserve such security. Lessor shall execute or cause to be executed any and all further instruments as shall reasonably be requested by Trustee for such protection of the interests of the Certificate Owners, and shall furnish satisfactory evidence to Trustee of filing and refiling of such instruments as requested by Trustee and necessary to preserve the lien of this Indenture upon the Leased Property and the Trust Estate created by this Indenture or any part thereof until the principal of and interest on the Certificates executed and delivered hereunder shall have been paid. Trustee shall execute or join in the execution of any such further or additional instrument and file or join in the filing thereof at such time or times and in such place or places as it may be advised by an opinion of Counsel may be necessary to preserve the lien of this Indenture upon the Leased Property and the Trust Estate created by this Indenture or any part thereof until the principal of and interest on the Certificates shall have been paid.

Section 10.03. Inspection of the Leased Property. Trustee and its duly authorized agents shall have the right, on reasonable notice to Lessee, at all reasonable times, to examine and inspect the Leased Property (subject to such regulations as may be imposed by Lessee for security purposes and to minimize interference with Lessee's educational duties and programs). Trustee and its duly authorized agents shall also be permitted, at all reasonable times, to examine the books, records, reports and other papers of Lessee with respect to the Leased Property.

Section 10.04. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than Lessee, Lessor, Trustee and the Owners any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation of this Indenture, and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of Lessor or Trustee shall be for the sole and exclusive benefit of Lessee, Lessor, Trustee and the Owners.

Section 10.05. Titles, Headings, Etc. The titles and headings of the articles, sections and subdivisions of this Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions of this Indenture.

Section 10.06. Severability. In the event any provision of this Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Indenture.

Section 10.07. Governing Law. This Indenture shall be governed and construed in accordance with the law of the State.

Section 10.08. Execution in Counterparts. This Indenture and any Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.09. Notices. All notices, certificates or other communications shall be sufficiently given or served for all purposes when mailed by registered United States mail to each respective Notice Address. Lessee, Lessor and Trustee may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.10. Successors and Assigns. All the covenants, promises and agreements in this Indenture contained by or on behalf of Lessor, or by or on behalf of Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 10.11. Information Under Commercial Code. The following information is stated in order to facilitate filings under the Uniform Commercial Code: The secured party is First National Bank of Omaha, Trustee. Its address from which information concerning the security interest may be obtained is One First National Center, Omaha, Nebraska 68102-1596, Attention: Corporate Trust Department.

Section 10.12. Payments Due on Saturdays, Sundays and Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Indenture, shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Indenture.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Lessor and Trustee have caused this Indenture to be executed in their respective corporate names, all as of the date first above written.

[SEAL]

SUBURBAN SCHOOLS BUILDING
CORPORATION,
as Lessor

ATTEST:

By _____
Secretary

By _____
President

FIRST NATIONAL BANK OF OMAHA,
as Trustee

Trust Officer

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004 by _____, President of Suburban Schools Building Corporation, and by _____, Secretary, on behalf of Lessor.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004 by _____, as a Trust Officer of First National Bank of Omaha, as Trustee.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT A

FORM OF SERIES 2004 CERTIFICATE

(Form of Certificate)

(Text of Face)

**SCHOOL FACILITIES
CERTIFICATE OF PARTICIPATION**

Series 2004

Evidencing a Proportionate
Interest in Assignments of Rights to Receive
Certain Revenues to be Paid Pursuant to
School Facilities Lease with Option to Purchase Agreement
dated as of May 15, 2004

(Subject to Annual Termination)

Between Suburban Schools Building Corporation,
as Lessor, and

Douglas County School District 017 in the State of Nebraska (Millard Public Schools),
as Lessee

No. R-2004- \$

**Interest
Rate**

%

**Maturity
Date**

**Dated
Date**

May 15, 2004

**CUSIP
Number**

Registered Owner:

Principal Amount:

THIS CERTIFIES THAT the Registered Owner (specified above), or registered assigns, as the Registered Owner (the "Owner") of this Certificate of Participation (together with all other Douglas County School District 017 in the State of Nebraska (Millard Public Schools), School Facilities Certificates of Participation, Series 2004 in the aggregate principal amount of \$6,500,000 (the "Certificates")), is the Owner of a proportionate undivided interest in the assignment of the right to receive certain designated Revenues, including Rental Payments, under and as defined in that certain School Facilities Lease with Option to Purchase Agreement (collectively, with that certain Schedule dated May 15, 2004, the "Lease") dated as of May 15, 2004 between Suburban Schools Building Corporation, as lessor ("Lessor"), and the Douglas County School District 017 in the State of Nebraska (Millard Public Schools), as lessee ("Lessee"), and that certain Trust Indenture (the "Indenture") dated as of May 15, 2004 between Lessor and First National Bank of Omaha, Omaha, Nebraska, as trustee (the "Trustee"). The

Certificates provide lease-purchase financing for acquisition, construction, equipping, installation and use of a public elementary school and related public education facilities for use by Lessee in its capacity as a public school district and functions incidental thereto (the "Leased Property") and for the funding of a Reserve Fund. Under the Lease, the Leased Property has been leased by Lessor to Lessee; Lessee has agreed to pay directly to the Trustee Rental Payments in consideration of its right to possess and use the Leased Property, the proceeds of which are required by the Indenture to be distributed by the Trustee for the payment of the Certificates and interest thereon; and the payment of the Rental Payments under the Lease is subject to annual appropriation by Lessee from the General Fund or Building Fund of Lessee. Lessor has assigned its right to receive Revenues under the Lease to the Trustee pursuant to the Indenture. All terms capitalized but not defined herein shall have the meanings given to them in the Indenture.

THE OWNER OF THIS CERTIFICATE IS ENTITLED TO RECEIVE, SUBJECT TO THE TERMS OF THE LEASE, THE PRINCIPAL AMOUNT (SPECIFIED ABOVE) ON THE MATURITY DATE (SPECIFIED ABOVE), AND IS ENTITLED TO RECEIVE INTEREST ON THE PRINCIPAL AMOUNT AT THE INTEREST RATE (SPECIFIED ABOVE). THIS CERTIFICATE IS SUBJECT TO REDEMPTION, AS SET FORTH ON THE REVERSE SIDE HEREOF. The interest hereon is payable at the interest rate from the Dated Date (specified above) on November 15, 2004, and semiannually thereafter on May 15 and November 15 in each year (the "Interest Payment Dates") and thereafter (a) from the Execution Date (specified below), if this Certificate is executed on an Interest Payment Date or (b) from the last preceding Interest Payment Date to which interest has been paid in all other cases, until the Principal Amount is paid as set forth herein.

THIS CERTIFICATE IS PAYABLE SOLELY FROM (a) THE RENTAL PAYMENTS AND OTHER REVENUES PAYABLE TO LESSOR PURSUANT TO THE LEASE BUT ASSIGNED TO THE TRUSTEE AND (b) ANY PROCEEDS OF THE SALE OF THE CERTIFICATES AND INVESTMENT EARNINGS THEREON. NEITHER THE LEASE, THIS CERTIFICATE, THE CERTIFICATES OR THE OBLIGATION OF LESSEE TO PAY RENTAL PAYMENTS OR ADDITIONAL RENTALS CONSTITUTES A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF LESSEE OR A MULTI-FISCAL YEAR DIRECT OR INDIRECT DEBT OR OTHER FINANCIAL OBLIGATION WHATSOEVER OF LESSEE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION. NEITHER THE LEASE NOR THE CERTIFICATES HAVE DIRECTLY OR INDIRECTLY OBLIGATED LESSEE TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED FOR LESSEE'S THEN CURRENT FISCAL PERIOD. Neither the Indenture nor the Certificates shall constitute a general corporate obligation of Lessor, and Lessor shall have no obligation with respect to the Certificates except to the extent of its assignment of the Trust Estate to the Trustee pursuant to the Indenture.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Lease or the Indenture until signed on behalf of the Trustee.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS CERTIFICATE SET FORTH ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH IN FULL HERE.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all things, conditions and acts required by the Constitution and the statutes of the State of Nebraska and the Indenture to exist, to have happened and to have been performed precedent to and in the execution and delivery of this Certificate, do exist, have happened and have been performed in due time, form and manner, as required by law.

IN WITNESS WHEREOF, this Certificate has been executed with the manual signature of an Authorized Officer of the Trustee and the facsimile of the seal of the Trustee has been affixed hereto all as of May 15, 2004.

FIRST NATIONAL BANK OF OMAHA,
Trustee

By _____
Authorized Officer

(Text of Reverse)

As long as Cede & Co., as the nominee for The Depository Trust Company, New York, New York ("DTC"), is the Owner hereof, the Principal Amount or redemption price hereof and interest hereon are payable by wire transfer as directed by DTC in writing to the Trustee, as paying agent (the "Paying Agent"). If not executed and delivered in book-entry form, the Principal Amount or redemption price hereof and interest hereon are payable by check or draft mailed to the Owner at its address last appearing on the registration books maintained by the Paying Agent or, in the case of Owners of \$1,000,000 or more in aggregate principal amount of the Certificates, by wire transfer of funds to a bank account designated by the Owner in written instructions furnished to the Paying Agent.

Interest hereon is payable to the Owner, as shown on the registration books kept by the Paying Agent as of the close of business on the "regular record date," which is the first day of the month in which occurs the related interest payment date (or the Business Day immediately preceding such first day, if such first day is not Business Day) or on a "special record date" established in accordance with the Indenture. Lessor, the Trustee and the Paying Agent may treat the Owner of this Certificate appearing on the registration books maintained by the Paying Agent as the absolute owner hereof for all purposes and is not to be affected by any notice to the contrary. The Principal Amount or redemption price hereof and interest hereon are payable in lawful money of the United States of America.

This Certificate has been executed and delivered pursuant to the terms of the Indenture. Reference is hereby made to the Lease and the Indenture (copies of which are on file in the offices of the Trustee) for a description of the terms on which the Certificates are delivered, and the rights thereunder of the Owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of Lessee under the Lease, to all of the provisions of which Lease and Indenture the Owner of this Certificate, by acceptance hereof, assents and agrees.

To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture may be amended by the parties thereto with the written consent of the Owners of the majority in aggregate principal amount of the Certificates which would be affected by the action proposed to be taken, and may be amended without such consent under certain circumstances described in the Indenture but in no event such that the interests of the Owners of the Affected Certificates are adversely affected, provided that no such amendment is to impair the right of any Owner to receive in any case such Owner's proportionate share of any payment of Revenues in accordance with the terms of such Owner's Certificate.

This Certificate is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, on the registration books kept at the principal corporate trust office of the Trustee. Upon such transfer, a new fully registered Certificate of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be executed and delivered to the transferee in exchange therefor, all upon payment of the charges and subject to the terms and conditions set forth in the Indenture. The Trustee may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof, whether or not this Certificate shall be overdue, for the purpose of receiving payment and for all other purposes, and neither Lessee nor the Trustee shall be affected by any notice to the contrary.

Redemption Provisions

Optional Redemption. In the event that Lessee exercises its rights to purchase the Leased Property under the Lease, the Certificates are subject to redemption, at the option of Lessee, prior to maturity, in whole or in part, at any time on or after May 15, 2009, at the Optional Redemption Price of 100% of the principal amount thereof, plus in each case accrued interest to the redemption date.

Such Optional Redemption may be made from any moneys deposited therefor in the Certificate Fund. In the event that part, but not all, of the Certificates shall be so called for Optional Redemption, the Certificates to be redeemed are to be selected by the Trustee on a reasonably proportionate basis from the remaining maturity dates, determined and effectuated as nearly as practicable by the Trustee by multiplying the total principal amount of Certificates to be redeemed pursuant to such Optional Redemption by the ratio which the principal amount of all Certificates maturing on each remaining maturity date bears to the principal amount of all Certificates outstanding before such Optional Redemption. Certificates within each maturity date are to be selected for redemption by the Trustee by lot.

Recalculation of Rental Payments Affecting Maturities in the Event of Optional Redemption. In the event of Optional Redemption, the Trustee shall recalculate the Rental Payments due under the Lease in a manner consistent with the method of prepayment of the Certificates.

Extraordinary Mandatory Redemption. Upon the occurrence of an Event of Nonappropriation or an Event of Default, the Trustee is required under the Indenture to immediately notify the Owners of the Certificates of such nonrenewal and related redemption. If the Net Proceeds, as defined under the Indenture, including the Net Proceeds from the exercise of any Lease Remedy under the Lease, otherwise received and other moneys then available under the Indenture are insufficient to pay in full the principal of and accrued interest on all Outstanding Certificates, the Trustee may, or at the request of the Owners of majority in aggregate principal amount of the Certificates, and upon indemnification as to costs and expenses as provided in the Indenture, is required to, without any further demand or notice, exercise all or any combination of Lease Remedies as provided in the Lease, and the Certificates are to be redeemed by the Trustee from the Net Proceeds resulting from the exercise of such Lease Remedies and all other moneys, if any, then on hand and being held by the Trustee for the Owners of the Certificates (including any moneys in the Project Fund and the Reserve Fund). In the event that such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are insufficient to redeem the Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are to be allocated proportionately among the Certificates, according to the principal amount thereof Outstanding. In the event that such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are in excess of the amount required to redeem the Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such excess moneys are to be paid to Lessee. Prior to any distribution of the Net Proceeds resulting from the exercise of any of such remedies, the Trustee is entitled to payment of its reasonable and customary fees for all services rendered in connection with such disposition, as well as reimbursement for all reasonable costs and

expenses, including attorneys' fees, incurred thereby, from proceeds resulting from the exercise of such Lease Remedies and other moneys. IF THE CERTIFICATES ARE REDEEMED FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED TO THE REDEMPTION DATE, SUCH PARTIAL PAYMENT SHALL BE DEEMED TO CONSTITUTE A REDEMPTION IN FULL OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PAYMENT NO OWNER OF SUCH CERTIFICATES SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST LESSOR, THE TRUSTEE OR LESSEE.

Partial Redemption. If less than all of the Certificates are to be redeemed, the Certificates shall be redeemed only in integral multiples of \$5,000. The Trustee is to treat any Certificate of denomination greater than \$5,000 as representing that number of separate Certificates each of the denomination of \$5,000 as can be obtained by dividing the actual principal amount of such Certificate by \$5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent is to execute and deliver to the Owner thereof, at no expense of the Owner, a new Certificate or Certificates of authorized denominations in an aggregate principal amount equal to the unredeemed amount of the Certificates so surrendered.

Notice of Redemption. Whenever Certificates are to be redeemed, except Extraordinary Mandatory Redemption (notice of which is required to be immediate) or when directed to do so by Lessor, the Trustee is required to, not less than 30 and not more than 60 days prior to the redemption date, mail notice of redemption to all Owners of all Certificates to be redeemed at their registered addresses, by first-class mail, postage prepaid. Any notice of redemption is to (a) be given in the name of Lessor, (b) identify the Certificates to be redeemed, (c) specify the redemption date and the redemption price and (d) state that on the redemption date the Certificates called for redemption will be payable at the principal corporate trust office of the Paying Agent and that from that date interest will cease to accrue. The Trustee may use "CUSIP" numbers in notices of redemption as a convenience to Certificate Owners, provided that any such notice is required to state that no representation is made as to the correctness of such numbers either as printed on the Certificates or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established under the Indenture.

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Taxpayer I.D. No. ___) the within Certificate and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

(Registered Owner)

Dated:

Signature Guaranteed:

Note: The signature of this assignment must correspond with the name as written on the face of the within Certificate in every particular, without alteration, enlargement or any change whatsoever.

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signature Program ("MSP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

(End of Form of Certificate)

PRELIMINARY OFFERING CIRCULAR DATED MAY 3, 2004

**NEW ISSUE—FULL BOOK-ENTRY
NOT BANK QUALIFIED**

**RATINGS: MOODY'S: Aaa
S&P: AAA
See "RATINGS"**

In the opinion of Special Counsel, under existing laws, regulations, rulings and judicial decisions and assuming compliance by Lessee with certain covenants, the portion of the Rental Payments payable by Lessee which is designated and paid as interest, as provided in the Lease, and received by the owners of the Certificates is not includable in gross income for federal income tax purposes and is not a specific item of tax preference for purposes of the federal alternative minimum tax. See, however, "TAX EXEMPTION" herein regarding certain other federal tax considerations.

**\$6,500,000
Suburban Schools Building Corporation (Nebraska)
Certificates of Participation
Series 2004**

**Evidencing Proportionate
Interests in Assignments of Rights to Receive
Certain Revenues to be Paid Pursuant to
A School Facilities Lease with
Option to Purchase Agreement
Dated as of May 15, 2004
(Subject to Annual Termination)
With Millard Public Schools,
as Lessee**

Dated: May 15, 2004

Due: May 15, as described below

The above-described Certificates of Participation (the "Certificates") are being issued to finance the acquisition and construction of an elementary school building and related public education facilities in Omaha, Nebraska (the "Project"). The Project will be leased to Douglas County School District 017 in the State of Nebraska (Millard Public Schools) ("Lessee") pursuant to a School Facilities Lease with Option to Purchase Agreement dated as of May 15, 2004 (the "Lease") by and between Lessee and Suburban Schools Building Corporation, a Nebraska not-for-profit corporation, Omaha, Nebraska, as lessor ("Lessor").

The Certificates are being issued pursuant to a Trust Indenture dated as of May 15, 2004 (the "Indenture") by and between Lessor and First National Bank of Omaha, Omaha, Nebraska, as trustee ("Trustee"), and are issuable in fully registered form and when initially issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Certificates. Purchases of beneficial ownership interests in the Certificates will be made in book-entry form only, in \$5,000 principal amounts or integral multiples thereof. Beneficial Owners of the Certificates will not receive physical delivery of certificates evidencing their ownership interest in the Certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Certificates. Semiannual interest on the Certificates is payable each May 15 and November 15, commencing November 15, 2004, as more fully described herein. So long as DTC or its nominee is the registered owner of the Certificates, payments of the principal, premium, if any, and interest on the Certificates will be made directly to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of DTC Participants. See "THE CERTIFICATES—Book-Entry-Only System" herein. Distributions representing principal are payable with respect to each Certificate on the following Maturity Dates:

Maturity (May 15)	Principal Amount	Interest Rate	Maturity (May 15)	Principal Amount	Interest Rate
2005	\$	%	2009	\$	%
2006			2010		
2007			2011		
2008					

Price: 100%

(Plus Accrued Interest, if any, from May 15, 2004)

Payment of the principal of and interest on the Certificates when due will be insured by a municipal bond insurance policy to be issued by XL Capital Assurance Inc. simultaneously with the delivery of the Certificates.

[INSERT XLCA LOGO]

Certificates maturing on and after May 15, 2010 are subject to optional redemption prior to maturity at any time on or after May 15, 2009 in whole or in part, at a price equal to the principal amount thereof, without premium plus accrued interest to the date fixed for redemption. The Certificates are also subject to extraordinary redemption following the occurrence of a non-appropriation by the Board of Education of Lessee (the "Board") or an event of default and to special mandatory redemption. See "THE CERTIFICATES—Redemption Provisions," "THE LEASE—Non-appropriation" and "RISK FACTORS."

The Certificates are payable solely from amounts paid by Lessee under the Lease. The payments under the Lease are payable from moneys on deposit in the Lessee's Building Fund and General Fund budgeted and appropriated by the Board of Education of Lessee, and under certain circumstances from the Reserve Fund. Lessee has covenanted to include in each of the Building Fund and General Fund budgets submitted to the Board of Education for appropriation by the Board of Education amounts sufficient, together with existing appropriations and any other lawfully available moneys, to enable each Rental Payment and all other expenses and sums payable under the Lease by Lessee to be paid when due. See "APPROPRIATION OF ANNUAL RENTAL PAYMENTS."

THE OBLIGATIONS OF LESSEE UNDER THE LEASE DO NOT CONSTITUTE AN INDEBTEDNESS OF LESSEE OR ANY AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT CONSTITUTE A LIABILITY OF OR A LIEN OR CHARGE UPON THE MONEYS OR PROPERTY OF LESSEE OR ANY AGENCY THEREOF, EXCEPT THOSE LAWFULLY AVAILABLE MONEYS WHICH THE BOARD HAS BUDGETED AND APPROPRIATED THEREFOR DURING ANY FISCAL PERIOD. IF MONEYS ARE NOT SO BUDGETED AND APPROPRIATED BY THE BOARD FOR ANY FISCAL PERIOD, THE LEASE WILL BE TERMINATED AT THE END OF THE PRECEDING FISCAL PERIOD AND LESSEE WILL NOT BE REQUIRED TO MAKE RENTAL PAYMENTS COMING DUE AFTER SUCH TERMINATION. SEE "RISK FACTORS."

The Certificates are offered when, as and if issued and are subject to the receipt of the legal opinion of Kutak Rock LLP, Omaha, Nebraska, Special Counsel. It is expected that the Certificates will be available in definitive form for delivery at DTC in New York, New York on or about May __, 2004.

Edward D. Jones & Co., L.P.

Dated: May __, 2004

This Preliminary Offering Circular is being delivered in final form. Under no circumstances shall this Preliminary Offering Circular constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

NO BROKER, DEALER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFERING CIRCULAR AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE UNDERWRITER, LESSOR OR LESSEE. THIS OFFERING CIRCULAR DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THE CERTIFICATES, BY ANY PERSON IN JURISDICTIONS IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE ANY SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSIONS OF OPINION CONTAINED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFERING CIRCULAR NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE MATTERS DESCRIBED HEREIN SINCE THE DATE HEREOF. THIS OFFERING CIRCULAR IS SUBMITTED IN CONNECTION WITH THE SALE OF THE CERTIFICATES REFERRED TO HEREIN AND MAY NOT BE REPRODUCED OR USED, IN WHOLE OR IN PART, FOR ANY OTHER PURPOSE. THE UNDERWRITER MAY OFFER AND SELL CERTIFICATES TO CERTAIN DEALERS AND OTHERS AT PRICES LOWER THAN THE OFFERING PRICES STATED ON THE COVER PAGE HEREOF. THE OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE CERTIFICATES AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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\$6,500,000
SUBURBAN SCHOOLS BUILDING CORPORATION (NEBRASKA)
CERTIFICATES OF PARTICIPATION
SERIES 2004
EVIDENCING PROPORTIONATE
INTERESTS IN ASSIGNMENTS OF RIGHTS TO RECEIVE
CERTAIN REVENUES TO BE PAID PURSUANT TO
A SCHOOL FACILITIES LEASE WITH
OPTION TO PURCHASE AGREEMENT
DATED AS OF MAY 15, 2004
(SUBJECT TO ANNUAL TERMINATION)
WITH MILLARD PUBLIC SCHOOLS,
AS LESSEE

INTRODUCTION

This Offering Circular, including the preceding pages and Appendices hereto, is provided to furnish information with respect to the offering, sale and delivery of the above-referenced Certificates of Participation (the "Certificates") representing direct and proportionate interests of the registered owners thereof (the "Owners") in rental payments (the "Rental Payments") to be made by Douglas County School District 017 in the State of Nebraska (Millard Public Schools) ("Lessee" or the "District") pursuant to a School Facilities Lease with Option to Purchase Agreement dated as of May 15, 2004 (the "Lease") by and between Lessee and Suburban Schools Building Corporation, a Nebraska not-for-profit corporation, Omaha, Nebraska, as lessor ("Lessor" or the "Corporation"), to finance the acquisition and construction of an elementary school and related public education facilities in Omaha, Nebraska (the "Project"), which Project is to be leased to Lessee by Lessor pursuant to the Lease. Lessee has entered into the Lease by authority of Section 79-10,105, Reissue Revised Statutes of Nebraska, 1996, as amended (the "Act") and a resolution adopted on May __, 2004 by the Board of Education (the "Board") of Lessee. Under the Lease, Lessee is required to pay the Rental Payments in consideration of the lease of the Project, which Rental Payments comprise interest or principal and interest to be distributed to the Owners.

The Certificates are being issued pursuant to a Trust Indenture dated as of May 15, 2004 (the "Indenture") by and between Lessor and First National Bank of Omaha, Omaha, Nebraska, as trustee ("Trustee" and "Paying Agent").

NEITHER THE LEASE, NOR THE OBLIGATION OF LESSEE TO MAKE PAYMENTS THEREUNDER, NOR THE CERTIFICATES ARE A GENERAL OBLIGATION OF LESSEE OR ANY AGENCY THEREOF, AND THE FULL FAITH AND CREDIT OF LESSEE IS NOT PLEDGED THERETO. AMOUNTS PAYABLE WITH RESPECT TO THE CERTIFICATES ARE PAYABLE SOLELY FROM THE PAYMENTS MADE UNDER THE LEASE AND FROM CERTAIN MONEYS HELD BY LESSOR UNDER THE LEASE AND BY TRUSTEE UNDER THE INDENTURE.

The Rental Payments are payable from moneys to be budgeted and appropriated by the Board from amounts on deposit in the Building Fund and the General Fund (collectively, the "Fund") of Lessee. Lessee has covenanted to include in each Fund budget submitted to the Board for appropriation by the Board amounts sufficient, together with existing appropriations and any other lawfully available money, to enable each Rental Payment and other expenses and sums payable under the Lease by Lessee to be paid when due. See "APPROPRIATION OF ANNUAL RENTAL PAYMENTS." If the Board specifically prohibits Lessee from paying all or any part of the amounts due under the Lease from amounts

appropriated to Lessee for any fiscal year, the Lease will be terminated at the end of the preceding fiscal year, Lessee will not be required to pay the Rental Payments coming due after such termination and the Certificates will be subject to extraordinary mandatory redemption without premium. See "THE LEASE—Non-appropriation," "THE CERTIFICATES—Redemption Provisions—Extraordinary Mandatory Redemption" and "RISK FACTORS."

The proceeds from the sale of the Certificates will be deposited into the Certificate Fund and the Project Fund created by the Indenture and used to pay costs of acquiring and constructing, or of reimbursing the costs of acquiring and constructing, the Project. See "SOURCES AND USES OF FUNDS."

After payment of all Rental Payments and any other amounts due Lessor under the Lease, and termination of the Lease, Lessee shall have title to the Project free and clear of any leasehold interest of Lessor.

There follow brief descriptions of the Certificates, the Lease, the Indenture and related matters. Such descriptions do not purport to be comprehensive or definitive. References to such documents are qualified in their entirety by reference to the complete texts thereof, copies of such documents being available for inspection at the offices of Lessor. Capitalized terms used in this Offering Circular and not otherwise defined shall have the respective meanings given in the Lease or the Indenture.

THE PROJECT

The Certificates are being issued for the purpose of financing the Project, which consists of an elementary school building and related public education facilities, to be constructed for Lessee at 192nd Street and Chandler Road, Sarpy County, Nebraska, by Hawkins Construction Company (the "Contractor").

The total construction cost of the Project, as provided by Lessee's contract with the Contractor, will be approximately \$6,051,800. Lessee expects to use the remaining proceeds of the Certificates for the acquisition of equipment and furnishings for the Project. The Project is expected to be completed by September 2005.

LESSOR

Lessor is a not-for-profit corporation organized and existing under the laws of the State of Nebraska. Section 21-1903, Reissue Revised Statutes of Nebraska, 1997, as amended, authorizes the formation of not-for-profit corporations for the purpose of erecting and leasing buildings for the use and benefit of governmental bodies such as Lessee. Lessor has and will have no significant assets other than its legal title to the Project and the Project site and its rights under the Agreement.

Lessor was organized in April 2004 for the purpose of constructing the Project and leasing it to Lessee for the benefit of Lessee. No part of the net earnings or other assets of Lessor shall inure to the benefit of any director, officer, contributor or other private individual having, directly or indirectly, any personal or private interests in the activities of Lessor. The Directors and officers of Lessor shall not be liable personally by reason of the issuance of the Certificates or execution of any documents in connection therewith.

Lessor has the general corporate powers of a not-for-profit corporation, including the power to acquire, own, hold, sell or otherwise dispose of and to mortgage or grant a security interest in or otherwise encumber real and personal properties of all kinds in the State of Nebraska and to make all

contracts and to incur all necessary liabilities which are appropriate to enable Lessor to accomplish its purposes. Lessor is authorized to enter into the Lease and the Indenture and to receive and collect all income, revenues, receipts and profits from its lease of the Project which it is authorized to acquire and to hold and dispose of such moneys for the purpose of making payments to the Trustee in respect of the principal of and interest on the Certificates pursuant to the Indenture.

The members of the Board of Directors of Lessor are:

Name	Occupation
David Anderson	Chief Financial Officer, Millard Lumber Company
John Bothoff	President, Gateway Community Bank
Gene Graves	President, Graves Development Resources

ESTIMATED SOURCES AND USES OF FUNDS
(net of accrued interest)

Sources of Funds:

Par Amount of Certificates	\$6,500,000
Lessee Contribution	_____
Total Sources	\$ _____

Uses of Funds:

Project Fund	\$ _____
Reserve Fund	
Costs of Issuance (including Policy premium)	_____
Total Uses	\$ _____

SECURITY FOR THE CERTIFICATES

Payments to the Owners are payable only from the Rental Payments and other moneys received and held by Lessor under the Lease and from amounts received by Lessor from the sale, lease or sublease of the Project after termination of the Lease following an Event of Default or Event of Non-appropriation by Lessee. See "THE LEASE—Rental Payments" and "APPROPRIATION OF ANNUAL RENTAL PAYMENTS."

In order to secure its obligations under the Lease, Lessee has granted to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Project and in all additions, attachments, accessions and substitutions thereto and on any proceeds therefrom.

For a discussion of the risks associated with an Event of Default or an Event of Non-appropriation, see "RISK FACTORS."

THE CERTIFICATES

Description of the Certificates

The aggregate principal amount of the Certificates shall be \$6,500,000. The Certificates shall constitute proportionate interests in the assignment of the rights to receive payments under the Lease. The Certificates shall be executed and delivered in fully registered form in denominations of \$5,000 or whole multiples thereof not exceeding the aggregate principal amount stated to mature on any given date. The Certificates shall be dated May 15, 2004. The Owners of the Certificates shall be entitled to receive interest from May 15, 2004. The first Interest Payment Date shall be November 15, 2004. The payment of principal, premium, if any, and interest represented by the Certificates shall be made in lawful money of the United States of America to Owners of record on the first day of each month in which occurs the related Interest Payment Date. The Depository Trust Company ("DTC") shall act as Depository for the Certificates. So long as DTC is acting as Depository, the principal, premium, if any, and interest on the Certificates shall be payable as directed by the Depository.

The Certificates shall mature on the dates and in the amounts, with interest thereon at the rates, set forth below:

Maturity (May 15)	Principal Amount	Interest Rate	Maturity (May 15)	Principal Amount	Interest Rate
2005	\$870,000	%	2009	\$945,000	%
2006	880,000		2010	975,000	
2007	900,000		2011	1,010,000	
2008	920,000				

Book-Entry-Only System

DTC shall act as Depository for the Certificates. Upon initial execution and delivery, a single Certificate for each stated maturity of the Certificates for which DTC is acting as Depository shall be registered in the registration books kept by Paying Agent, in the name of Cede & Co., as the nominee of DTC or such other nominee as DTC shall appoint in writing.

Paying Agent shall not have any responsibility or obligation to any broker-dealer, bank or other financial institution from time to time for which DTC holds Certificates as Depository (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Certificates (the "Beneficial Owners"). Without limiting the immediately preceding sentence, Paying Agent shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates; (ii) the delivery to any DTC Participant, any Beneficial Owner or any other person, other than DTC, of any notice with respect to the Certificates, including any notice of redemption; or (iii) the payment to any DTC Participant, any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal of and premium, if any, or interest on the Certificates, except that so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, any Beneficial Owner of \$1,000,000 or more in aggregate principal amount of any series of Certificates who has filed a written request to receive notices, containing such Beneficial Owner's name and address, with Trustee and Paying Agent shall be provided with all notices relating to such Certificates by Trustee or Paying Agent, as the case may be.

Except as set forth above, Paying Agent may treat as and deem DTC to be the absolute Owner of each Certificate within a series of Certificates for which DTC is acting as Depository for the purpose of

payment of the principal of and premium and interest on such Certificate, for the purpose of giving notices of redemption, for the purpose of registering transfers with respect to such Certificates, and for all other purposes whatsoever. Paying Agent shall pay all principal of and premium, if any, and interest on the Certificates only to or upon the order of the Owners as shown on the registration books kept by Paying Agent or their respective attorneys duly authorized in writing and all such payments shall be valid and effective to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on the Certificates to the extent of the sum or sums so paid.

No person other than an Owner, as shown on the registration books kept by Paying Agent, shall receive a Certificate evidencing an interest in the Revenues received under Lease. Upon delivery by DTC to the Beneficial Owner, Paying Agent and Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions hereinafter described, references to "Cede & Co." herein shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to any applicable series of Certificates at any time by giving written notice to Paying Agent and Trustee and discharging its responsibilities with respect thereto under applicable law. Lessor, upon the direction of Lessee, may terminate the services of DTC with respect to any applicable series of Certificates if it determines that DTC is unable to discharge its responsibilities with respect to such series of Certificates or that continuation of the system of book-entry transfers through DTC is not in the best interests of the Beneficial Owners, and Lessor shall mail notice of such termination to Paying Agent and Trustee.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions of DTC in respect of the applicable series of Certificates can be found which, in the opinion of Lessor, is willing and able to undertake such functions upon reasonable or customary terms, or if Lessor determines that it is in the best interests of the Beneficial Owners of the Certificates that they be able to obtain certificated Certificates, the applicable series of Certificates shall no longer be restricted to being registered in the registration books of Paying Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time. To the extent that the Beneficial Owners are designated as the transferee by the Owners, the Certificates will be delivered to the Beneficial Owners.

The information in this section concerning DTC and DTC's book-entry system is based solely on information furnished by DTC. Lessor makes no representation as to the accuracy or completeness of such information.

LESSOR AND PAYING AGENT CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE CERTIFICATES (i) PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE CERTIFICATES, (ii) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE CERTIFICATES OR (iii) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE CERTIFICATES, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC, DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFERING CIRCULAR. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DIRECT PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER LESSOR NOR PAYING AGENT HAS ANY RESPONSIBILITY OR OBLIGATIONS TO THE DIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH

RESPECT TO (a) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT; (b) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNERS IN RESPECT OF THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST OF THE CERTIFICATES; (c) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DIRECT PARTICIPANTS OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO OWNERS OF THE CERTIFICATES; (d) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE CERTIFICATES; OR (e) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER OF THE CERTIFICATES.

Trustee shall not be required to transfer or exchange any Certificate during the period of 15 days next preceding any interest payment date of such Certificate nor to transfer or exchange any Certificate after the mailing of notice calling such Certificate for redemption has been made as herein provided, nor during the period of 15 days next preceding the mailing of such notice of redemption.

New Certificates delivered upon any transfer or exchange shall evidence the same obligations as the Certificates surrendered, shall be secured by the Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Certificates surrendered. The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest on any Certificate shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge such Certificate to the extent of the sum or sums paid.

Trustee shall require the payment, by any Owner requesting exchange or transfer of Certificates, of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

Mutilated, Lost, Stolen or Destroyed Certificates

In the event that any Certificate is mutilated, lost, stolen or destroyed, a new Certificate may be executed on behalf of Trustee, of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, provided that Trustee shall have received indemnity from the Owner of the Certificate satisfactory to it and provided further, in case of any mutilated Certificate, that such mutilated Certificate shall first be surrendered to Trustee, and in the case of any lost, stolen or destroyed Certificate, that there shall be first furnished to Trustee evidence of such loss, theft or destruction satisfactory to Trustee. In the event that any such Certificate shall have matured, instead of executing and delivering a duplicate Certificate, Trustee may pay the same without surrender thereof Trustee may charge the Owner of the Certificate with its reasonable fees and expenses in this connection.

Redemption Provisions

Optional Redemption. In the event that Lessee exercises its rights to purchase the Leased Property under the Lease, the Certificates maturing on or after May 15, 2010 are subject to redemption, at the option of Lessee, prior to maturity, in whole or in part, at any time on or after May 15, 2009, at the Optional Redemption Price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

Such optional redemption may be made from any moneys deposited therefor in the Certificate Fund. In the event that part, but not all, of the Certificates shall be so called for optional redemption, the Certificates to be redeemed are to be selected by Trustee on a reasonably proportionate basis from the

remaining maturity dates, determined and effectuated as nearly as practicable by Trustee by multiplying the total principal amount of Certificates to be redeemed pursuant to such optional redemption by the ratio which the principal amount of all Certificates maturing on each remaining maturity date bears to the principal amount of all Certificates outstanding before such optional redemption. Certificates within each maturity date are to be selected for redemption by Trustee by lot.

Recalculation of Rental Payments Affecting Maturities in the Event of Optional Redemption.

In the event of optional redemption, Trustee shall recalculate the Rental Payments due under the Lease in a manner consistent with the method of prepayment of the Certificates.

Extraordinary Mandatory Redemption. Upon the occurrence of an Event of Non-appropriation or an Event of Default, Trustee is required under the Indenture to immediately notify the Owners of the Certificates of such nonrenewal and related redemption. If the Net Proceeds, as defined under the Indenture, including the Net Proceeds from the exercise of any Lease Remedy under the Lease, otherwise received and other moneys then available under the Indenture are insufficient to pay in full the principal of and accrued interest on all Outstanding Certificates, Trustee may, or at the request of the Owners of a majority in aggregate principal amount of the Certificates, and upon indemnification as to costs and expenses as provided in the Indenture, is required to, without any further demand or notice, exercise all or any combination of Lease Remedies as provided in the Lease, and the Certificates are to be redeemed by Trustee from the Net Proceeds resulting from the exercise of such Lease Remedies and all other moneys, if any, then on hand and being held by Trustee for the Owners of the Certificates (including any moneys in the Project Fund). In the event that such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are insufficient to redeem the Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are to be allocated proportionately among the Certificates, according to the principal amount thereof Outstanding. In the event that such Net Proceeds resulting from the exercise of such Lease Remedies and other moneys are in excess of the amount required to redeem the Certificates at 100% of the principal amount thereof plus interest accrued to the redemption date, then such excess moneys are to be paid to Lessee. Prior to any distribution of the Net Proceeds resulting from the exercise of any of such remedies, Trustee is entitled to payment of its reasonable and customary fees for all services rendered in connection with such disposition, as well as reimbursement for all reasonable costs and expenses, including attorneys' fees, incurred thereby, from proceeds resulting from the exercise of such Lease Remedies and other moneys. IF THE CERTIFICATES ARE REDEEMED FOR AN AMOUNT LESS THAN THE AGGREGATE PRINCIPAL AMOUNT THEREOF PLUS INTEREST ACCRUED TO THE REDEMPTION DATE, SUCH PARTIAL PAYMENT SHALL BE DEEMED TO CONSTITUTE A REDEMPTION IN FULL OF THE CERTIFICATES, AND UPON SUCH A PARTIAL PAYMENT NO OWNER OF SUCH CERTIFICATES SHALL HAVE ANY FURTHER CLAIM FOR PAYMENT AGAINST LESSOR, TRUSTEE OR LESSEE.

Partial Redemption. If less than all of the Certificates are to be redeemed, the Certificates shall be redeemed only in integral multiples of \$5,000. Trustee is to treat any Certificate of denomination greater than \$5,000 as representing that number of separate Certificates each of the denomination of \$5,000 as can be obtained by dividing the actual principal amount of such Certificate by \$5,000. Upon surrender of any Certificate for redemption in part, Paying Agent is to execute and deliver to the Owner thereof, at no expense of the Owner, a new Certificate or Certificates of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Certificates so surrendered.

Notice of Redemption. Whenever Certificates are to be redeemed, except Extraordinary Mandatory Redemption (notice of which is required to be immediate) or when directed to do so by Lessor, Trustee is required to, not less than 30 and not more than 60 days prior to the redemption date, mail notice of redemption to all Owners of all Certificates to be redeemed at their registered addresses, by

first-class mail, postage prepaid. Any notice of redemption is to (a) be given in the name of Lessor, (b) identify the Certificates to be redeemed, (c) specify the redemption date and the redemption price and (d) state that on the redemption date the Certificates called for redemption will be payable at the principal corporate trust office of Paying Agent and that from that date interest will cease to accrue. Trustee may use "CUSIP" numbers in notices of redemption as a convenience to Certificate Owners, provided that any such notice is required to state that no representation is made as to the correctness of such numbers either as printed on the Certificates or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established under the Indenture.

CERTIFICATE INSURANCE

The following information has been supplied by XL Capital Assurance Inc. (the "Insurer" or "XLCA") for inclusion in this Offering Circular. No representation is made by the Corporation or the District as to the accuracy or completeness of the information.

The Insurer accepts no responsibility for the accuracy or completeness of this Offering Circular or any other information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Insurer and its affiliates set forth under this heading. In addition, the Insurer makes no representation regarding the Certificates or the advisability of investing in the Certificates.

Insurance Policy

Concurrently with the issuance of the Certificates, The Insurer will issue its Municipal Bond Insurance Policy for the Certificates (the "Policy"). The Policy guarantees the scheduled payment of principal of and interest on the Certificates when due as set forth in the form of the Policy included as Appendix E to this Offering Circular.

General

XL Capital Assurance Inc. is a monoline financial guaranty insurance company incorporated under the laws of the State of New York. The Insurer is currently licensed to do insurance business in, and is subject to the insurance regulation and supervision by, the State of New York, forty-eight other states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands and Singapore. The Insurer has a license application pending with the State of Wyoming, the only state in which it is not currently licensed.

The Insurer is an indirect wholly owned subsidiary of XL Capital Ltd, a Cayman Islands corporation ("XL Capital Ltd"). Through its subsidiaries, XL Capital Ltd is a leading provider of insurance and reinsurance coverages and financial products to industrial, commercial and professional service firms, insurance companies and other enterprises on a worldwide basis. The common stock of XL Capital Ltd is publicly traded in the United States and listed on the New York Stock Exchange (NYSE: XL). **XL Capital Ltd is not obligated to pay the debts of or claims against the Insurer.**

The Insurer was formerly known as The London Assurance of America Inc. ("London"), which was incorporated on July 25, 1991 under the laws of the State of New York. On February 22, 2001, XL Reinsurance America Inc. ("XL Re") acquired 100% of the stock of London. XL Re merged its former financial guaranty subsidiary, known as XL Capital Assurance Inc. (formed September 13, 1999) with and into London, with London as the surviving entity. London immediately changed its name to XL Capital Assurance Inc. All previous business of London was 100% reinsured to Royal Indemnity Company, the previous owner at the time of acquisition.

Reinsurance

The Insurer has entered into a facultative quota share reinsurance agreement with XL Financial Assurance Ltd (“XLFA”), an insurance company organized under the laws of Bermuda, and an affiliate of the Insurer. Pursuant to this reinsurance agreement, the Insurer expects to cede up to 90% of its business to XLFA. The Insurer may also cede reinsurance to third parties on a transaction-specific basis, which cessions may be any or a combination of quota share, first loss or excess of loss. Such reinsurance is used by the Insurer as a risk management device and to comply with statutory and rating agency requirements and does not alter or limit the Insurer’s obligations under any financial guaranty insurance policy. With respect to any transaction insured by XLCA, the percentage of risk ceded to XLFA may be less than 90% depending on certain factors including, without limitation, whether XLCA has obtained third party reinsurance covering the risk. As a result, there can be no assurance as to the percentage reinsured by XLFA of any given financial guaranty insurance policy issued by XLCA, including the Policy.

Based on the audited financials of XLFA, as of December 31, 2003, XLFA had total assets, liabilities, redeemable preferred shares and shareholders’ equity of \$831,762,000, \$401,123,000, \$39,000,000 and \$391,639,000, respectively, determined in accordance with generally accepted accounting principles in the United States. XLFA’s insurance financial strength is rated “Aaa” by Moody’s and “AAA” by S&P and Fitch Inc. In addition, XLFA has obtained a financial enhancement rating of “AAA” from S&P.

The obligations of XLFA to the Insurer under the reinsurance agreement described above are unconditionally guaranteed by XL Insurance (Bermuda) Ltd (“XLI”), a Bermuda company and one of the world’s leading excess commercial insurers. XLI is a wholly owned indirect subsidiary of XL Capital Ltd. In addition to A.M. Best’s rating of “A+” (Negative Outlook), XLI’s insurance financial strength rating is “Aa2” by Moody’s, “AA-” by Standard & Poor’s and “AA” by Fitch. The ratings of XLFA and XLI are not recommendations to buy, sell or hold securities, including the Certificates and are subject to revision or withdrawal at any time by Moody’s, Standard & Poor’s or Fitch.

Notwithstanding the capital support provided to the Insurer described in this section, the holders of the Certificates will have direct recourse against the Insurer only, and neither XLFA nor XLI will be directly liable to the holders of the Certificates.

Financial Strength and Financial Enhancement Ratings of XLCA

The Insurer’s insurance financial strength is rated “Aaa” by Moody’s and “AAA” by Standard & Poor’s and Fitch, Inc. (“Fitch”). In addition, XLCA has obtained a financial enhancement rating of “AAA” from Standard & Poor’s. These ratings reflect Moody’s, Standard & Poor’s and Fitch’s current assessment of the Insurer’s creditworthiness and claims-paying ability as well as the reinsurance arrangement with XLFA described under “Reinsurance” above.

The above ratings are not recommendations to buy, sell or hold securities, including the Certificates and are subject to revision or withdrawal at any time by Moody’s, Standard & Poor’s or Fitch. Any downward revision or withdrawal of these ratings may have an adverse effect on the market price of the Certificates. The Insurer does not guaranty the market price of the Certificates nor does it guaranty that the ratings on the Certificates will not be revised or withdrawn.

Capitalization of the Insurer

Based on the audited statutory financial statements for XLCA as of December 31, 2002 filed with the State of New York Insurance Department, XLCA has total admitted assets of \$180,993,189, total liabilities of \$58,685,217 and total capital and surplus of \$122,307,972 determined in accordance with statutory accounting practices prescribed or permitted by insurance regulatory authorities ("SAP"). Based on the unaudited statutory financial statements for XLCA as of December 31, 2003 filed with the State of New York Insurance Department, XLCA has total admitted assets of \$329,701,823, total liabilities of \$121,635,535 and total capital and surplus of \$208,066,288 determined in accordance with SAP.

For further information concerning XLCA and XLFA, see the financial statements of XLCA and XLFA, and the notes thereto, incorporated by reference in this Offering Circular. The financial statements of XLCA and XLFA are included as exhibits to the periodic reports filed with the Securities and Exchange Commission (the "Commission") by XL Capital Ltd and may be reviewed at the EDGAR website maintained by the Commission. All financial statements of XLCA and XLFA included in, or as exhibits to, documents filed by XL Capital Ltd pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 on or prior to the date of this Offering Circular, or after the date of this Offering Circular but prior to termination of the offering of the Certificates, shall be deemed incorporated by reference in this Offering Circular. Except for the financial statements of XLCA and XLFA, no other information contained in XL Capital Ltd's reports filed with the Commission is incorporated by reference. Copies of the statutory quarterly and annual statements filed with the State of New York Insurance Department by XLCA are available upon request to the State of New York Insurance Department.

Regulation of the Insurer

The Insurer is regulated by the Superintendent of Insurance of the State of New York. In addition, the Insurer is subject to regulation by the insurance laws and regulations of the other jurisdictions in which it is licensed. As a financial guaranty insurance company licensed in the State of New York, the Insurer is subject to Article 69 of the New York Insurance Law, which, among other things, limits the business of each insurer to financial guaranty insurance and related lines, prescribes minimum standards of solvency, including minimum capital requirements, establishes contingency, loss and unearned premium reserve requirements, requires the maintenance of minimum surplus to policyholders and limits the aggregate amount of insurance which may be written and the maximum size of any single risk exposure which may be assumed. The Insurer is also required to file detailed annual financial statements with the New York Insurance Department and similar supervisory agencies in each of the other jurisdictions in which it is licensed.

The extent of state insurance regulation and supervision varies by jurisdiction, but New York and most other jurisdictions have laws and regulations prescribing permitted investments and governing the payment of dividends, transactions with affiliates, mergers, consolidations, acquisitions or sales of assets and incurrence of liabilities for borrowings.

THE FINANCIAL GUARANTY INSURANCE POLICIES ISSUED BY THE INSURER, INCLUDING THE POLICY, ARE NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

The principal executive offices of the Insurer are located at 1221 Avenue of the Americas, New York, New York 10020 and its telephone number at this address is (212) 478-3400.

APPROPRIATION OF ANNUAL RENTAL PAYMENTS

Fiscal Year of Lessee

The fiscal year for Lessee runs 12 consecutive months beginning on September 1 of each year and ending on August 31 of the following year.

Budget and Appropriations Process of Lessee

[To Come.]

The General Fund and the Building Fund

[To Come.]

FIRST NATIONAL BANK OF OMAHA

First National Bank of Omaha is Trustee under the Indenture. First National Bank of Omaha has total assets as of December 31, 2003 of \$ _____. Its Trust Division has provided professional trust services for over ____ years. The Trust Division has administrative responsibility for assets with a market value as of December 31, 2003 of approximately \$__ billion.

THE LEASE

The following is a summary of certain provisions of the School Facilities Lease with Option to Purchase Agreement. Reference is hereby made to the actual Lease for a complete recital of its terms.

Lease Term

The Lease Term shall commence on May 15, 2004, and the Lease Term will terminate on May 15, 2011 or, if earlier, upon the occurrence of the first of the following events: (a) the termination thereof by Lessee by virtue of an Event of Non-appropriation; (b) the exercise by Lessee of its option to purchase Lessor's interest in the Project; (c) a default by Lessee with respect to the Project and Lessor's election to terminate the Lease with respect to the Project; or (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee hereunder with respect to the Project.

Non-appropriation

In the sole event of Non-appropriation (as hereinafter defined) relating to the Project, Lessee shall have the right to terminate the Lease with respect to the Project at the end of any period for which Lessee has appropriated funds for the payment of the Rental Payments with respect to the Project. Lessee may effect such termination by giving Lessor a written notice of termination with respect to the Project and by paying to Lessor any Rental Payments and other amounts with respect to the Project which are due and for which funds have been appropriated. Lessee shall endeavor to give notice of such termination not less than 60 days prior to the end of such period for which funds have been appropriated, and shall notify Lessor of any anticipated termination. In the event of termination of the Lease with respect to the Project, Lessee shall deliver possession of the Project to Lessor and shall convey to Lessor or release its interest in the Project within 10 days after the termination of the Lease with respect to the Project.

“Non-appropriation” is defined by the Lease to mean the failure of Lessee to appropriate funds from its General Fund or Building Fund for any fiscal period of Lessee sufficient for the continued performance of the Lease by Lessee with respect to the Project as evidenced by the passage of a resolution specifically prohibiting Lessee from performing its obligations under the Lease with respect to the Project and from using any funds to pay the Rental Payments due under the Lease with respect to the Project for a designated fiscal period and all subsequent fiscal periods.

Lessee intends to continue the Lease for its entire Lease Term with respect to the Project and to pay all Rental Payments relating thereto. The person or entity in charge of preparing the budget of Lessee will include in the budget request relating to the General Fund and the Building Fund for each fiscal period the Rental Payments to become due in such fiscal period with respect to the Project and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal period sufficient to pay all such Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Upon termination of the Lease with respect to the Project because of an Event of Non-appropriation, Lessee shall not be responsible for the payment of any additional Rental Payments relating thereto coming due in succeeding periods for which funds have not been appropriated, but if Lessee has not delivered possession of the Project to Lessor and conveyed to Lessor or released its interest in the Project within 10 days after such termination of the Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would have thereafter come due (except for the termination because of an Event of Non-appropriation) with respect to the Project which are attributable to the number of days after such 10-day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee’s failure to take such actions as required.

Rental Payments

Lessee agrees to pay Rental Payments with respect to the Project during the Lease Term in the amounts and on the dates specified in the Lease. A portion of each Rental Payment is paid as and represents the payment of interest as set forth in the Lease. All Rental Payments shall be paid to Lessor, or to such other assignee(s) to which Lessor has assigned such Rental Payments, at such place as Lessor or such assignee(s) may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America.

The obligations of Lessee under the Lease, including its obligation to pay the Rental Payments due with respect to the Project, in any fiscal period for which the Lease is in effect, shall constitute a current expense of Lessee for such fiscal period and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing in the Lease shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this purpose and the proceeds or Net Proceeds of the Project, to the payment of any Rental Payment or other amount coming due under the Lease. In no event shall any provision of the Lease obligate Lessee beyond the current fiscal period. For purposes of this paragraph, “fiscal period” means the twelve-month fiscal year of Lessee for which funds have been appropriated for the satisfaction of Lessee’s obligations hereunder.

Except in the Event of Non-appropriation, the obligation of Lessee to make Rental Payments or any other payments required under the Lease shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental

Payments and other required payments when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of setoff or counterclaim against its obligation to make such Rental Payments or other payments required under the Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, without limiting the effect of the foregoing provisions of this paragraph, Lessee may institute such legal action against Lessor as Lessee may deem necessary or appropriate to compel the performance of such obligation or to recover damages therefor.

Option To Purchase

Lessee shall have the option to purchase Lessor's interest in the Project on any day upon 30 days' notice for the then applicable Purchase Option Price (which shall be adjusted to account for the actual number of days since the next preceding Payment Date if the purchase date is not a Payment Date) set forth in the Lease, but only if Lessee is not in default under the Lease. Lessee shall give notice to Lessor of its intention to exercise its option with respect to the Project not less than 30 days prior to the date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts relating to the Project then due or past due (including the prorated Rental Payment relating thereto to the date on which the option is to be exercised) and the applicable Purchase Option Price set forth in the Lease, adjusted as aforesaid. The closing shall be on the date on which the option is to be exercised at the office of Lessor. Upon exercise of the purchase option with respect to the Project by Lessee, Lessor shall convey or release to Lessee all of its right, title and/or interest in and to the Project by delivering to Lessee such documents as Lessee deems necessary for this purpose.

Assignments

Lessor shall not assign its obligations under the Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to the Project, the Rental Payments and other amounts due with respect thereto, and the right to exercise all rights under the Lease relating to the Lease, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time with the written consent of Lessee; which consent shall not be unreasonably withheld; provided that if such assignment is to a trust or other securitization vehicle in connection with the issuance of beneficial certificates of participation in the Lease, Lessee's consent to such assignment shall be required. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. During the Lease Term, Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to the Project, the Rental Payments and other amounts due with respect thereto, and the rights granted under the Lease relating thereto, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Neither the Lease nor Lessee's interest in the Project may be sold, assigned, subleased, transferred, pledged or mortgaged by Lessee without the written consent of Lessor.

Certain Other Representations, Warranties and Covenants of Lessee

Lessee represents and warrants to and covenants with Lessor with respect to the Lease and the Project, as follows:

(a) Lessee is authorized under the Constitution and laws of the State, including the Act, to enter into the Lease and the transactions contemplated thereby, and to perform all of its obligations hereunder.

The execution and delivery of the Lease has been duly authorized by appropriate official action, and such action has complied and/or will comply with all public bidding and other State and federal laws applicable to the Lease and the acquisition, construction, installing and financing and use of the Project by Lessee.

The leasing of the Project will serve a function which presently is, and is anticipated to continue to be, essential to the proper, efficient and economic operation of Lessee.

Lessee will take no action that would cause the interest portion of the Rental Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Rental Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations; all as amended from time to time (including, without limitation, the calculation and payment of any rebate required to preserve such exclusion).

The Project

Lease; Enjoyment; Inspection. Under the Lease, Lessor leases to Lessee the Project made subject to the Lease upon the terms and conditions set forth in the Lease. Lessor covenants to provide Lessee during the Lease Term with the quiet use and enjoyment of the Project, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from Lessor, except as expressly set forth in the Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so. Lessee agrees that Lessor shall have the right at all reasonable times during normal business hours to examine and inspect the Project. Lessee further agrees that Lessor shall have such rights of access to the Project as may be reasonably necessary to cause the proper operation and maintenance of the Project in the event of failure by Lessee to perform its obligations under the Lease, provided that the exercise of such rights of access shall not unreasonably interfere with Lessee's educational programs.

Use of Project. Lessee shall exercise due care in the acquisition, construction, installation, use, operation and maintenance of the Project, and shall not install, use, operate or maintain the Project improperly, carelessly, in violation of any State and federal law or for a purpose or in a manner contrary to that contemplated by the Lease. Lessee shall obtain all permits and licenses necessary for the acquisition, construction, installation, operation, possession and use of the Project. Lessee shall comply with all State and federal laws applicable to the acquisition, construction, installation, use, possession and operation of the Project, and if compliance with any such State and federal law requires changes or additions to be made to the Project, such changes or additions shall be made by Lessee at its expense.

Maintenance of Project and Premises by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Project in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Project and related Premises in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Modification of Project. Lessee shall, at its own expense, have the right to make repairs to the Project, and to make repairs, replacements, improvements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, improvement, substitution or modification shall thereafter comprise part of the Project and be subject to the provisions of the Lease. Such work shall not in any way damage the Project or cause it to be used for purposes other than those authorized under the provisions of State and federal law or those contemplated by the Lease, and the Project, upon completion of any such work, shall not have a materially different number of parking stalls from the unmodified Project and shall be of a value which is not less than the value of the Project immediately prior to the commencement of such work.

Taxes, Other Governmental Charges and Utility Charges. Lessee is exempt from taxation under State law, and it is the understanding and intent of Lessor and Lessee that the Project shall not be subject to taxation. Except as expressly limited as follows, Lessee shall pay any taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Project, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee. Lessee may, at the expense and in the name of Lessee, in good faith contest any such taxes, assessments and other charges in any reasonable manner which do not adversely affect the right, title and interest of Lessor.

Net Lease. The Lease shall be deemed and construed to be a "net lease," and Lessee shall pay absolutely net during the Lease Term the Rental Payments and all other amounts required under the Lease free of any deductions and without abatement, deduction or setoff.

Title. During the Lease Term, legal title to the Project and any and all repairs, replacements, substitutions and modifications to it shall be in Lessor.

Liens. During the Lease Term, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, other than the respective rights of Lessor and Lessee as provided in the Lease and Permitted Encumbrances.

Insurance

Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Project or any part thereof is covered by a blanket or other general liability

insurance policy maintained by Lessee, with a coverage limit per occurrence in an amount typically carried by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Lessee shall procure and maintain continuously in effect during the Lease Term all-risk insurance, including flood and earthquake riders, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part of the Project damaged or destroyed or to pay the applicable Purchase Option Price of the Project. Such insurance may be written with customary deductible amounts acceptable to Lessor. The Net Proceeds of such insurance shall be applied to the prompt repair, restoration or replacement of the Project or to the purchase of the Project. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

If required by State law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Project and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Notwithstanding the foregoing provisions, Lessee may elect to meet its insurance requirements through self-insurance in accordance with applicable State law.

Damage to or Destruction of Project

Lessee shall have and assume the risk of loss with respect to the Project. If after any part of the Project is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either (a) replace the same at Lessee's sole cost and expense with property of equal or greater value to the Project immediately prior to the time of the loss occurrence, such replacement property to be subject to Lessor's reasonable approval, whereupon such replacement property shall be substituted in the Lease and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Purchase Option Price of the Project. Lessee shall notify Lessor of which course of action it will take within 15 days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Project immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Project shall be available to Lessee and shall be used to discharge Lessee's obligation. On payment of the Purchase Option Price with respect to the Project, the Lease shall terminate with respect to the Project and Lessee thereupon shall become entitled to the Project as is, without warranties, express or implied, including warranties of merchantability or fitness for any particular purpose or fitness for the use contemplated by Lessee, except that the Project shall not be subject to any lien or encumbrance created by or arising through Lessor.

Events of Default and Remedies

The following are "events of default of Lessee" under the Lease:

Failure by Lessee to pay any Rental Payment or other payment required to be paid under the Lease with respect to the Project at the time specified in the Lease and the continuation of said failure for a period of 10 days.

Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Project, other than as referred to in clause (a), for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension

of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default of Lessee is corrected.

The determination by Lessor that any representation or warranty made by Lessee in the Lease was untrue in any material respect upon execution of the Lease.

Remedies

Whenever any event of default of Lessee shall have happened and be continuing with respect to the Project, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

Lessor, with or without terminating the Lease with respect to the Project, may declare all Rental Payments for which funds have been appropriated when such default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

Lessor, with or without terminating the Lease with respect to the Project, may enter and take possession of the Project and remove all persons and property therefrom by summary proceedings, ejectment or any other legal action or in any lawful manner Lessor determines to be necessary or desirable. Lessee shall be under no liability by reason of any such entry, possession or removal and charge Lessee for costs incurred in taking possession of the Project, including reasonable attorneys' fees. Lessee expressly waives any damages occasioned by such repossession. If the Project or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Project as set forth in the Lease (less credit for Net Proceeds) to Lessor. Notwithstanding the fact that Lessor has taken possession of the Project, Lessee shall continue to be responsible for the Rental Payments due with respect thereto for which funds have been appropriated. If the Lease has not been terminated with respect to the Project, Lessor shall return the Project to Lessee at Lessee's expense when the event of default of Lessee is cured.

If Lessor terminates the Lease with respect to the Project and, in its discretion, takes possession and disposes of the Project or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs incurred in securing possession of the Project; (ii) all expenses incurred in completing the disposition; (iii) the applicable Purchase Option Price of the Project; and (iv) the balance of any Rental Payments with respect to such the Project for which funds have been appropriated. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii) and (iv) have been met shall be paid to Lessee.

Lessor may take any other remedy available at law or in equity with respect to such event of default of Lessee, including those requiring Lessee to perform any of its obligations under the Lease or to pay any moneys due and payable to Lessor thereunder.

No remedy conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Amendment of Lease

The Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee. See "THE INDENTURE—Amendment of Lease or Security Documents."

THE INDENTURE

The following is a summary of certain provisions of the Trust Indenture. Reference is hereby made to the actual documents for complete recitals of their respective terms.

Payment of Certificates

All obligations of Lessee under the Lease, including its obligation to pay Rental Payments, in any fiscal period for which the Lease is in effect, shall constitute a current expense of Lessee for such fiscal period and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State, subject to the limitations and as provided in the Lease.

Application of Rental Payments and Other Moneys

Pursuant to the Lease, the Rental Payments and other amounts payable thereunder shall be paid directly to Trustee. If, notwithstanding such requirements, Lessor receives any payments on account of the Lease, Lessor shall immediately pay over the same to Trustee.

Funds

Certificate Fund. The Indenture establishes the Certificate Fund with Trustee, which shall be used to pay the principal of and interest on the Certificates.

There shall be deposited into the Certificate Fund (i) all accrued interest received at the time of the execution, sale and delivery of the Certificates; (ii) the principal and interest portions of each payment of Rental Payments made by Lessee; (iii) moneys transferred from the Reserve Fund, as described below under "*Reserve Fund*"; and (iv) all other moneys received by Trustee under the Indenture accompanied by directions from Lessee that such moneys are to be deposited into the Certificate Fund.

Moneys in the Certificate Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Certificates whether at maturity or upon prior redemption.

The Certificate Fund shall be in the custody of Trustee. Trustee shall withdraw sufficient funds from the Certificate Fund to pay the principal of, premium, if any, and interest on the Certificates as the same become due and payable whether at maturity or upon prior redemption. Trustee shall keep the Certificate Fund and each Account therein separate and distinct from all other Funds held by it.

Project Fund. The Indenture establishes the Project Fund with Trustee. The balance of the proceeds of the sale of the Certificates remaining after the deduction provided for accrued interest on the Certificates has been made shall be deposited in the Project Fund. Moneys held in the Project Fund, net of an amount set aside to pay issuance costs of the Certificates, shall be disbursed in accordance with the Lease to the payment of the costs of the Project upon requisition therefor by Lessee.

Reserve Fund. The Indenture establishes the Reserve Fund with Trustee. From its Special Building Fund or other available sources, but not from the proceeds of the Certificates, Lessee shall

transfer to Trustee for deposit in the Reserve Fund \$_____, an amount equal to the Reserve Fund Requirement, as defined by the Indenture. If at any time there are insufficient funds in the Certificate Fund to pay principal of or premium or interest on Certificates when due, funds sufficient to cover such insufficiency shall be transferred to the Certificate Fund and applied to such principal, premium or interest. In the event of such a transfer from the Reserve Fund, or in the event of any other deficiency therein, Lessee shall, subject to legislative appropriation, make or cause to be made payments pursuant to the Lease in the amount or amounts sufficient to restore the amount on deposit in the Reserve Fund to the Reserve Fund Requirement. Except as otherwise provided in the Indenture, any earnings on moneys in the Reserve Fund shall be retained therein so long as the amount therein is less than the Reserve Fund Requirement, and otherwise shall be transferred on each May 15 and November 15 into the Certificate Fund. Until the Certificates are paid in full, or payment of the Certificates is provided for as set forth in the Indenture, and all other amounts payable under the Indenture and under the Lease have been paid in full, Lessee shall have no right, title or interest in or to moneys in the Reserve Fund.

The moneys in the Reserve Fund shall be (a) paid into the Certificate Fund in an amount sufficient to redeem all or part of the Certificates in accordance with the provisions of the Indenture upon the written request of Lessee (but only if sufficient funds will then be in the Certificate Fund to redeem all outstanding Certificates), (b) applied by Trustee, upon the written request of Lessee, as a deposit when such deposit by itself or with other moneys or Governmental Obligations so deposited is sufficient to cause all the Certificates to be deemed paid or (c) paid into the Certificate Fund when such moneys in the Reserve Fund by themselves, or together with other moneys in the Certificate Fund, are equal to or greater than the amount necessary to pay the Certificates in full, together with all accrued interest thereon, and the fees, charges and expenses of Trustee and any paying agent and any other amounts required to be paid under the Indenture or under the Lease.

Moneys To Be Held in Trust

The ownership of the Certificate Fund, the Project Fund, the Reserve Fund and any other fund or account created under the Indenture (except the Rebate Fund) shall be in Trustee, for the benefit of the Owners of the Certificates.

Nonpresentment of Certificates

In the event any Certificate shall not be presented for payment when due, if funds sufficient to pay such Certificate shall have been made available to Trustee for the benefit of the Owner thereof, it shall be the duty of Trustee to hold such funds without liability for interest thereon for the benefit of the Owner of such Certificate, who shall be restricted exclusively to such funds for any claim of whatever nature on the Owner's part under the Lease or the Indenture or on or with respect to such Certificate.

Funds so deposited with Trustee which remain unclaimed two years after the date payment thereof becomes due whether at maturity or upon redemption shall, if, to the knowledge of Trustee, there has been no Event of Non-appropriation or Event of Default, be paid to Lessee, and the Owners of the Certificates for which the deposit was made shall thereafter be limited to a claim against Lessee.

Investment of Funds

Trustee shall, at the request and written direction of Lessee, invest moneys held in the Certificate Fund, Project Fund, Reserve Fund or other fund or account established under the Indenture in obligations which are authorized investments for Lessee under State law, including without limitation, (a) obligations issued or guaranteed by the United States of America; (b) obligations issued or guaranteed by any agency or person controlled or supervised by and acting as an instrumentality of the United States of America

pursuant to authority granted by the Congress of the United States of America, except obligations of the Federal National Mortgage Association; (c) obligations issued or guaranteed by any state of the United States of America, Lessee of Columbia or any political subdivision of any state rated within one of the two highest rating categories by Moody's and Standard & Poor's; (d) time accounts (including accounts evidenced by time certificates of deposit) with commercial banks or savings and loan associations which are fully insured by the Federal Deposit Insurance Corporation; (e) repurchase agreements fully secured by investments under (a), (b) or (c) above; and (f) interests in a portfolio of debt instruments containing only obligations described under (a), (b) or (c) above, including, without limitation, a mutual fund or a money market fund satisfying such requirements. In connection with investment transactions hereunder, Trustee may use its own investment department.

Deposits or investments shall at all times be a part of the fund from which the moneys used to acquire such deposits or investments shall have come, and any profit or loss resulting from the sale of any investment shall be added or charged to such Fund. Lessee shall restore to the appropriate fund all amounts necessary to cover all losses resulting from the sale of any investments. In the case of all other amounts representing moneys held in the Certificate Fund, such interest or income received or paid shall be held in the Certificate Fund with a corresponding credit against Lessee's obligation to make payments under the Lease.

Defeasance

When principal or redemption price (as the case may be) of, and interest on, all of the Certificates have been paid or provision has been made for payment of the same, together with the compensation of Trustee and all other sums payable hereunder relating to the Certificates, the right, title and interest of Trustee shall thereupon cease in respect of the Certificates and Trustee, on demand of Lessor, shall release the Indenture in respect of the Certificates, shall release the Lease and related Security Documents and shall execute such documents to evidence such release as may be reasonably required by Lessor or Lessee and shall turn over to Lessee all balances then held by Trustee in the Funds. If payment or provision therefor is made with respect to less than all of the Certificates, the particular Certificates (or portion thereof) for which provision for payment shall have been considered made shall be selected by lot by Trustee, and thereupon Trustee shall take similar action for the release of the Indenture, the Lease and the Security Documents with respect to such Certificates.

Provision for the payment of any series of Certificates shall be deemed to have been made when Trustee holds in the Certificate Fund (a) cash in an amount sufficient to make all payments specified above with respect to the series of Certificates to be no longer entitled to the lien of the Indenture; (b) noncallable direct obligations issued by, or unconditionally guaranteed by, the United States of America, maturing on or before the date or dates when the payments specified above shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate, sufficient without reinvestment to make all such payments; or (c) any combination of such cash and such obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate, sufficient without reinvestment to make all such payments.

Neither the obligations nor the moneys so deposited with Trustee shall be withdrawn or used for any purpose other than, and shall be segregated and held in trust for, the payment of the principal or redemption price of, and interest on, the Certificates or portions thereof.

Whenever moneys or obligations shall be deposited with Trustee for the payment or redemption of the Certificates more than 60 days prior to the date that the Certificates are to mature or be redeemed, Trustee shall mail a notice stating that such moneys or obligations have been deposited and identifying

the Certificates for the payment of which such moneys or obligations are being held to all Owners of Certificates for the payment of which such moneys or obligations are being held.

Unclaimed Money To Be Returned

Any moneys deposited with Trustee pursuant to the terms of the Indenture, for the payment of principal, premium, if any, or interest on the Certificates and remaining unclaimed by the Owners of such Certificates at maturity or the date fixed for redemption of the same, as the case may be, for a period of two years after the due date, shall upon the written request of Lessor and Lessee, and if Lessor or Lessee shall not at the time, to the knowledge of Trustee, be in default with respect to any of the terms and conditions contained in the Indenture, in the Certificates or under the Lease, be paid to Lessee, and such Owners shall thereafter look only to Lessee for payment and then only to the extent of the amounts so received without interest thereon. After payment by Trustee of all of the foregoing, if any moneys are then remaining under the Indenture, Trustee shall pay such moneys to Lessee.

Events of Default and Remedies

Each of the following shall be an "Event of Default" hereunder with respect to the Certificates:

If Lessor shall fail or refuse to comply with its covenants under the Indenture and such failure or refusal shall continue for a period of 30 days after notice thereof has been given to Lessor by Trustee; or

The occurrence of an Event of Non-appropriation or an "event of default of Lessee" as defined under the Lease.

Upon the occurrence of any Event of Default, Trustee shall give notice thereof to the Owners of Affected Certificates, the Underwriter, Paying Agent and Lessor.

No Event of Non-appropriation or event of default of Lessee under the Lease shall cause an Event of Default under the Indenture in respect of any other series of Certificates than the Certificates offered hereunder.

Remedies

If any Event of Default occurs and is continuing, Trustee may enforce for the benefit of the Affected Certificates each and every right granted to it as the assignee or grantee of the Lease and Security Documents. In exercising such rights and its rights under the Indenture, Trustee shall take such action as, in the judgment of Trustee, would best serve the interests of the Owners of the Affected Certificates, including calling the Affected Certificates for redemption prior to their maturity and exercising the Lease Remedies provided in the Lease.

If any Event of Default has occurred and is continuing, Trustee, in its discretion may, and, upon the written request of the Owners of a majority in aggregate principal amount of all Affected Certificates and receipt of indemnity to its satisfaction, shall, in its own name:

By mandamus, or other suit action or proceeding at law or in equity, enforce all rights of the Owners of the Affected Certificates, including enforcing any rights under the Lease or the Security Documents and to enforce the provisions of the Indenture and any collateral rights hereunder for the benefit of the Owners of the Affected Certificates; or

By action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Affected Certificates.

The Owners of a majority in aggregate principal amount of the Affected Certificates shall have the right, after furnishing indemnity satisfactory by Trustee, to direct the method and place of conducting all remedial proceedings by Trustee under the Indenture, provided that such direction shall not be in conflict with any rule of law or with the Indenture or unduly prejudice the rights of minority Owners of Affected Certificates.

No Owner of Affected Certificates shall have any right to pursue any remedy under the Indenture unless:

- (a) Trustee shall have been given written notice of an Event of Default which affects such Owner;
- (b) The Owners of Affected Certificates of at least a majority in aggregate principal amount of all Affected Certificates shall have requested Trustee, in writing, to exercise such powers or pursue such remedy in its or their name or names;
- (c) Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities; and
- (d) Trustee shall have failed to comply with such request within a reasonable time.

Notwithstanding the foregoing provisions or any other provision of the Indenture, the obligation of Lessor shall be absolute and unconditional to pay under the Indenture, but solely from the sources pledged under the Indenture, the principal or redemption price of, and interest on, the Certificates to the respective Owners thereof on the respective due dates thereof, and nothing herein shall affect or impair the right of action, which is absolute and unconditional, of such Owners to enforce such payment.

Subject to any express limitations contained in the Indenture, no such remedy is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given under the Indenture or now or hereafter existing at law or in equity or by statute.

Any moneys received by Trustee shall be applied in the following order:

- (a) To the payment of the costs of Trustee, including Counsel fees, and disbursements of Trustee with interest thereon at the prime rate then in effect with Trustee, and by the payment of its reasonable compensation;

To the payment of interest then owing on the Affected Certificates, and in case such moneys shall be insufficient to pay the same in full, then to the payment of interest ratably, without preference or priority of one over another or of any installment of interest over any other installment of interest;

To the payment of principal or redemption price (as the case may be) then owing on the Affected Certificates, and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or redemption price ratably, without preference or priority of one Affected Certificate over another; and

To the payment of costs and expenses of Lessor, including Counsel fees, incurred in connection with the Event of Default.

The surplus, if any, shall be paid to Lessee or the person lawfully entitled to receive the same as a court of competent jurisdiction may direct.

Obligations and Liabilities of Trustee

The Indenture contains provisions that set forth the express terms and conditions regarding the duties and liabilities of Trustee.

During the Lease Term, Trustee is entitled to receive payment or reimbursement of its reasonable fees and expenses.

The Indenture provides that Trustee may resign and become discharged from its duties under the Indenture, by notice in writing given to Lessee and Lessor not less than 60 days before the resignation is to take effect. The resignation will take effect only upon the appointment of a successor qualified to act under the Indenture. The Indenture provides for the removal of Trustee from its duties under the Indenture by Lessor, at the direction of Lessee, if Lessee reasonably determines that Trustee is not duly performing its obligations or if Lessee determines it is in the best interests of Lessee or the Owners, or otherwise by a written instrument executed by the owners of a majority in aggregate principal amount of the Certificates then Outstanding. Any successor Trustee must be a national bank with trust powers or a bank or trust company having a capital and surplus of not less than \$25,000,000.

Trustee may refuse to exercise and disclaim any power under the Indenture or otherwise which in the sole discretion of Trustee may cause Trustee to incur corporate or personal liability under any Environmental Law and may resign in accordance with the terms of the Indenture.

Supplemental Indentures

Trustee and Lessor may, with the written consent of Lessee, but without the consent of, or notice to, the Owners, enter into such indentures or agreements supplemental to the Indenture for any one or more or all of the following purposes:

to add additional covenants of Lessor or surrendering right or power herein conferred upon Lessor or to grant additional powers or rights to Trustee;

to make any amendments necessary or desirable to obtain or maintain a rating from Moody's and/or Standard & Poor's in respect of any series of Certificates;

in order to preserve or protect the exclusion from gross income for federal income tax purposes of interest evidenced and represented by the Certificates; or

for any purpose not inconsistent with the terms of the Indenture to cure any ambiguity, or to correct or supplement any provision contained in the Indenture or in any Supplemental Indenture which may be defective or inconsistent with any other provisions contained in the Indenture or in any Supplemental Indenture, or to make any provisions with respect to matters arising under the Indenture which shall not be inconsistent with the provisions of the Indenture and which do not adversely affect the interests of the Owners of the Affected Certificates.

The Indenture may be amended from time to time, except with respect to (a) the principal or interest payable upon any Outstanding series of Certificates, (b) the Interest Payment Dates, the dates of maturity or the redemption provisions of any Outstanding series of Certificates and (c) these amendment provisions by a Supplemental Indenture approved by the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding which would be affected by the action proposed to be taken.

Amendment of Lease or Security Documents

Lessor and Lessee shall have the right to amend the Lease, and Lessor, Trustee and Lessee shall have the right to amend any existing security documents, without Certificate Owners' consent, for one or more of the following purposes:

to add additional covenants of Lessor or Lessee or to surrender any right or power therein conferred upon Lessor or Lessee;

to make any amendments necessary or desirable to obtain or maintain a rating from Moody's and/or Standard & Poor's in respect of any series of Certificates;

in order to more precisely identify the Leased Property (including sites), including any substitutions, additions or modifications to the Leased Property as may be authorized under the Lease;

in order to preserve or protect the exclusion from gross income for federal income tax purposes of interest evidenced by the Certificates; or

for any purpose not inconsistent with the terms of the Indenture or to cure any ambiguity or to correct or supplement any provision contained therein or in any amendment thereto which may be defective or inconsistent with any other provision contained therein or in the Indenture or in any amendment thereto or in any Supplemental Indenture, or to make such other provisions in regard to matters or questions arising under the Lease which shall not be inconsistent with the existing provisions thereof and which shall not adversely affect the interests of the Owners of Affected Certificates.

If Lessor or Lessee proposes to amend the Lease or any related Security Document in such a way as would adversely affect the interests of Owners of Affected Certificates, Trustee shall notify the Owners of the Affected Certificates of the proposed amendment and may consent thereto with the consent of the Owners of a majority in aggregate principal amount of the Affected Certificates, provided that Trustee shall not, without the unanimous consent of the Owners of all Affected Certificates, consent to any amendment which would (a) decrease the amounts payable in respect of the Lease or (b) change the payment dates of Rental Payments under the Lease or change any of the prepayment provisions of the Lease.

RISK FACTORS

Distributions with respect to the Certificates are payable solely from amounts paid by Lessee under the Lease. The payments under the Lease are payable solely from moneys appropriated by the Board from Lessee's General Fund or Building Fund. The source of moneys on deposit in such Funds is ad valorem tax revenues levied and collected by Lessee on property located within the boundaries of Lessee. Lessee has covenanted to include in each Fund budget submitted to the Board for appropriation by the Board amounts sufficient, together with existing appropriations and any other lawfully available

money, to enable each Rental Payment and all other expenses and sums payable under the Lease by Lessee to be paid when due.

There can be no assurance that Lessee's revenues will be sufficient, even if fully appropriated, to make the Rental Payments, or that the Board would appropriate moneys from other available sources to make up the difference. See "THE PROJECT" and "APPROPRIATION OF ANNUAL RENTAL PAYMENTS."

THE OBLIGATIONS OF LESSEE UNDER THE LEASE DO NOT CONSTITUTE AN INDEBTEDNESS OF LESSEE OR ANY AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT CONSTITUTE A LIABILITY OF OR A LIEN OR CHARGE UPON THE MONEYS OR PROPERTY OF LESSEE OR ANY AGENCY THEREOF, EXCEPT THOSE MONEYS WHICH LESSEE HAS APPROPRIATED THEREFOR DURING ANY FISCAL PERIOD. LESSEE IS NOT REQUIRED TO APPROPRIATE OR PROVIDE FUNDS FOR THIS PURPOSE. IF MONEYS ARE NOT SO APPROPRIATED BY LESSEE FOR ANY FISCAL PERIOD, THE LEASE WILL BE TERMINATED AT THE END OF THE PRECEDING FISCAL PERIOD AND LESSEE WILL NOT BE REQUIRED TO MAKE RENTAL PAYMENTS COMING DUE AFTER SUCH TERMINATION.

Non-appropriation

In the event that the Board specifically prohibits Lessee from paying all or any part of the amounts due under the Lease from amounts appropriated by the Board to Lessee, the obligation of Lessee to make further Rental Payments under the Lease shall cease and the Certificates shall be subject to extraordinary mandatory redemption without premium. (See "THE LEASE—Non-appropriation" and "THE CERTIFICATES—Redemption Provisions—Extraordinary Mandatory Redemption.")

Uncertainty of Remedies

In the event of a default by Lessee or a failure to budget and have available sufficient funds to make Rental Payments under the Lease, it is possible that Lessee would seek and obtain, on the grounds that Lessee could not properly function without the Project, injunctive relief restraining Lessor or the Owners from repossessing the Project or otherwise enforcing their rights under the Lease. There is little or no precedent in this area. Therefore, no prediction can be made as to the extent to which such equitable relief might be available to Lessee or the circumstances in which such equitable relief may be granted.

Disposition of Collateral

In the event that the Project is retaken for any reason, there can be no assurance that the Project can be operated, leased, sold or otherwise disposed of for a net amount equal to the cost of disposition, the then outstanding aggregate principal amount of the Certificates and accrued interest on the Certificates to the date of redemption.

Taxation of Interest Components Under Certain Circumstances

The opinion of Special Counsel as described under "TAX EXEMPTION" will state that, under the conditions stated therein, the interest component of the Rental Payments is excludable from gross income for federal income tax purposes. However, in the Event of Non-appropriation or default by Lessee, if Lessor exercises its remedy to sell or lease the Project, interest components from the payments

made from such sale or lease or from any other source other than Rental Payments made by Lessee may not be excludable from gross income for federal income tax purposes.

Changes to State of Nebraska Property Tax System

The State of Nebraska's system of assessing and taxing personal property for purposes of local ad valorem taxation for support of local political subdivisions, including Lessee, has been the object in recent years of considerable controversy, legal challenges, constitutional initiative petitions and legislative action.

Budget and Levy Limitations. The Second Session of the 94th Nebraska Legislature (1996) passed, and the Governor signed, five related bills designed to reduce property taxes. Two of the bills, LB 299 and LB 1114, have had a direct effect on Lessee's spending and property tax levies, respectively. LB 299 prohibited governmental units from adopting a fiscal year 1998 budget in excess of the fiscal year 1997 budget plus student growth expressed in dollars, plus an additional 1% expressed in dollars upon the affirmative vote of at least 75% of the governing body. Beginning with fiscal year 1999, the growth in school district general fund expenditures is governed by LB 989, passed by the Second Session of the 95th Nebraska Legislature (1998). This bill establishes a basic allowable growth rate for school district general funds of 2.5%. For fiscal year 1999 and later fiscal years, a school district may not approve a general fund budget which exceeds the prior fiscal year's budget plus 2.5% expressed in dollars unless 75% of the school board votes to utilize any portion of a State-calculated applicable allowable growth rate which ranges between the basic allowable growth rate of 2.5% and 4.5% depending on the district's historical expenditures compared to other districts. This applicable allowable growth rate may further be increased by up to an additional 1% by the school board. In addition, the budget may also be increased for expenditures related to special education, grants, interlocal cooperative agreements, infrastructure repairs due to natural disasters, judgments, voluntary termination agreements with certificated staff, specified lease purchases, projected increases in students and projected increases in maintenance costs resulting from construction. However, such budgetary limitations do not apply to, among other things, revenue pledged to retire bonded indebtedness and capital improvements financed by the proceeds of a bond issue, appropriations from a sinking fund "or any other means." Provision also is made for a governmental unit to carry forward to future budget years the amount, if any, of unused budget authority. Effective July 1, 1998, LB 1114 capped the property tax levies of local governments. Levies of school districts, such as Lessee, were limited to a maximum of \$1.10/\$100 of taxable valuation until fiscal year 2001-2002 and are limited to a maximum of \$1.00/\$100 of taxable valuation for fiscal year 2001-2002 and all subsequent fiscal years. The levy limit does apply to levies in respect of the Lease. The levy limit does not apply to levies for bonded indebtedness, except as described in the next paragraph, approved according to law and secured by a levy on property, to levies for preexisting lease-purchase contracts approved prior to July 1, 1998, and to levies to pay judgments. Also excluded from such limitation are amounts levied to pay for sums agreed to be paid by a school district to certificated employees in exchange for a voluntary termination of employment and amounts levied to pay for special building funds established for projects commenced prior to April 1, 1996 for construction, expansion or alteration of school district buildings. LB 1114 does permit a political subdivision to exceed its levy limitation for a period of up to five years by majority vote of the electorate.

With declining state revenues from sales and income taxes, the Nebraska Legislature has been faced with the need to reduce its budgets for ensuing fiscal years. The First Session of the 98th Legislature (2003) passed LB 540. This new law provides for (a) a state wide reduction in future state aid payments to schools, (b) an increase in the maximum property tax levy from \$1.00 to \$1.05 for fiscal years 2003-04 and 2004-05, and (c) a decrease in the maximum budget of expenditures.

Under LB 540, Lessee's state aid payments decreased from \$43.6 million in fiscal year 2002-03 to \$42.5 million in fiscal year 2003-04. However, also under LB 540, Lessee increased its property tax to offset such reduction. In addition to the "revenue side" of school finances, LB 540 also impacts the "expenditure side," by reducing the maximum annual increase in the budget of general fund expenditures for Lessee to approximately 2% annually. In the light of LB 540, Lessee intends to curtail its spending and reduce its cash reserve (which was \$26.9 million at the end of fiscal year 2002-03) in order to meet the more restrictive spending lids and the reduced state funding provision in the legislation.

There can be no assurance that Nebraska's system of assessing and taxing real and personal property will remain substantially unchanged, given the possibility of additional legislation, litigation, initiatives and referenda. Such changes could materially and adversely affect the amount of property tax revenues Lessee could collect in future years. Lessee does not believe, however, that the Nebraska Legislature, subject to constitutional restrictions, would leave Lessee without adequate taxing or other resources to pay for its programs and meet its financial obligations, including the repayment of its bonds, lease-purchase agreements and other obligations. The opinion of Special Counsel will be rendered based on the law existing as of the date of issuance of the Certificates and in reliance upon general legal presumptions in favor of the constitutionality of statutes and upon the holdings of existing case law.

State Aid to Schools. Lessee receives approximately one-third of its operating revenue from the State of Nebraska in the form of state aid. Such state aid is funded through the collection of statewide sales and income taxes. The First Session of the 95th Nebraska Legislature (1997) passed, and the Governor signed, LB 806, which, among other things, added \$110 million to the funds available for state aid to school districts and established new procedures and formulae for the distribution of state aid to school districts. However, the Second Session of the 97th Nebraska Legislature (2002) passed, and the Governor signed, LB 898A, which reduced the funds available for state aid from allocated local income taxes to school districts, as part of the state's response to declining state income tax and other revenues. Despite the reduction in statewide funding, Lessee received approximately \$3.3 million more in state aid in fiscal year 2002-03 for a total of \$43.6 million. This increase was the result of Lessee growth in student population and the increase in student costs under the state aid formula. Under LB 540, as discussed under "Budget and Levy Limitations" above, Lessee's state aid decreased from \$43.6 million in fiscal year 2002-03 to \$42.5 million in fiscal year 2003-04. Lessee recognizes that further pressure on state revenues may have adverse effects on the future levels of state aid Lessee receives. If there are no changes to the current state aid formula, Lessee will receive \$43.5 million in state aid in fiscal year 2004-05.

Motor Vehicle Taxes. The First Session of the 95th Nebraska Legislature (1997) passed, and the Governor signed, LB 271, which revised the method for taxing motor vehicles by substituting a generally applicable state fee schedule for locally levied and collected ad valorem taxes. The First Session of the 96th Nebraska Legislature (1999) passed, and the Governor signed, LB 142, which further revises such method by allocating to each school district 60% of the motor vehicle taxes and fees (less a 1% county treasurer collection fee) arising from motor vehicles within the school district. The pertinent provisions of LB 271 became effective on January 1, 1998 and of LB 142 immediately upon enactment. As a consequence, motor vehicle valuations no longer are included in Lessee's property tax base, and Lessee, like other taxing subdivisions, receives distributions of taxes collected under the new system. Effective July 1, 2000, LB 142 requires school districts to deposit such distributions of taxes into their general funds, where they will not be available to repay bonded indebtedness.

TAX EXEMPTION

In the opinion of Kutak Rock LLP, Special Counsel, to be delivered at the time of original issuance of the Certificates, under existing laws, regulations, rulings and judicial decisions, the portion of

the Rental Payments payable by Lessee which is designated and paid as interest on the Certificates is (a) excluded from gross income for federal income tax purposes and (b) is not a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Such portion, however, will be included in the "adjusted current earnings" (i.e., alternative minimum taxable income as adjusted for certain items including those items that would be included in the calculation of a corporation's earnings and profits under Subchapter C of the Code) of certain corporations and such corporations are required to include in the calculation of alternative minimum taxable income 75% of the excess of each such corporation's adjusted current earnings over its alternative minimum taxable income (determined without regard to this adjustment and prior to reduction for certain net operating losses).

The opinions set forth above are subject to continuing compliance by Lessee with its covenants regarding federal tax laws in the Lease. Failure to comply with such covenants could cause such portion to be included in gross income retroactive to the date of issue of the Certificates.

The accrual or receipt of such portion may otherwise affect the federal income tax liability of certain recipients such as banks, thrift institutions, property and casualty insurance companies, corporations (including S corporations and foreign corporations operating branches in the United States), Social Security or Railroad Retirement benefit recipients or taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations, among others. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Special Counsel expresses no opinion regarding any such consequences and investors should consult their own tax advisors regarding the tax consequences of purchasing or holding the Certificates.

From time to time, there are legislative proposals in Congress that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Certificates. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted, it would apply to certificates issued prior to enactment. Each purchaser of the Certificates should consult his or her own tax advisor regarding any pending or proposed federal tax legislation. Special Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

NOT QUALIFIED TAX-EXEMPT OBLIGATIONS

The Lease and the Certificates will not be "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from gross income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.

LITIGATION

Lessee will, upon delivery of the Lease and Certificates, certify that there is no litigation of any nature now pending or, to the knowledge of Lessee, threatened, restraining or enjoining the execution and delivery of the Lease, or the issuance, sale, execution or delivery of the Certificates, or in any way contesting or affecting the validity of such documents or the Certificates or any proceedings of Lessee taken with respect thereto.

Various cases are pending against Lessee involving claims for money damages, some of which involve uninsured claims. In the opinion of the Young & White, counsel to Lessee, these pending cases are not unusual in number and amount and, based on past experiences in similar litigation, will not have a material adverse effect on the financial position of Lessee.

LEGAL MATTERS

Legal matters incidental to the authorization and issuance of the Certificates are subject to the unqualified approving opinion of Kutak Rock LLP as Special Counsel. Certain legal matters will be passed upon for Lessor and Lessee by Young & White, counsel to Lessor and Lessee.

ONGOING DISCLOSURE

Lessee has entered into an undertaking (the "Undertaking") for the benefit of the holders and beneficial owners of the Certificates to send certain financial information and operating data to certain information repositories annually and to provide notice to the Municipal Securities Rulemaking Board or certain other repositories of certain events, pursuant to the requirements of Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12) (the "Rule"). See "APPENDIX C—FORM OF CONTINUING DISCLOSURE UNDERTAKING."

Lessee inadvertently did not timely file a portion of its annual financial information and operating data for its fiscal years ended December 31, 1999 and December 31, 2001 and, in accordance with its related undertakings and the Rule, filed with the information repositories a material event notice to such effect, together with the complete fiscal year 1999 and fiscal year 2001 financial information and operating data. Lessee now is in compliance with each of its undertakings under the Rule.

A failure by Lessee to comply with the Undertaking will not constitute an event of default with respect to the Certificates, although any holder will have any available remedy at law or in equity, including seeking specific performance by court order, to cause Lessee to comply with its obligations under the Undertaking. Any such failure must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Certificates in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Certificates and their market price.

FINANCIAL STATEMENTS

The general-purpose financial statements of Lessee as of and for the year ended June 30, 2003 included in Appendix B have been audited by Graeve Garrelts Denham & Bruce, LLC, independent certified public accountants, as stated in its report appearing therein.

CERTIFICATION

On the date of delivery of the Certificates, Lessee will furnish a written certification of an Authorized Officer thereof to the effect that the information and statements contained herein as of the date hereof and the date of delivery of the Certificates are true and correct in all material respects and, to the best of the knowledge, information and belief of Lessee and its staff, after due investigation, this Offering Circular does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they were made, not misleading.

RATINGS

Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P"), and Moody's Investors Service ("Moody's") have rated the Certificates "AAA" and "Aaa," respectively, with the understanding that, upon delivery of the Certificates, the Insurer will issue its municipal bond insurance policy with respect to the Certificates. In addition, S&P and Moody's have rated the

Certificates (without regard to a credit support facility) "A+" and "A1," respectively. Any desired explanation of the significance of such ratings should be obtained from S&P and from Moody's. There is no assurance that a particular rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the agency originally establishing the rating, circumstances so warrant. Except as set forth in APPENDIX C—FORM OF CONTINUING DISCLOSURE UNDERTAKING, neither the Corporation nor the District has undertaken no responsibility either to bring to the attention of the owners of the Certificates any proposed revision or withdrawal of the rating of the Certificates or to oppose any such proposed revision or withdrawal. Any such change in or withdrawal of such rating could have an adverse effect on the market price of the Certificates. Any explanation of the significance of such ratings should be obtained from the rating agency furnishing such rating.

UNDERWRITING

Edward D. Jones & Co., L.P. (the "Underwriter"), has agreed to purchase the Certificates for reoffering to the public. The Certificates are being offered by the Underwriter at an aggregate purchase price equal to \$6,500,000, plus accrued interest, if any, to the date of delivery. The Underwriter will receive a fee of \$_____ in consideration of its services. The Underwriter will purchase all of the Certificates if any are purchased. The obligation of the Underwriter to accept delivery of the Certificates is subject to various conditions contained in a Certificate Purchase Agreement.

The Underwriter intends to offer the Certificates to the public initially at the offering prices set forth on the cover of this Offering Circular, which may subsequently change without any requirement of prior notice. The Underwriter may offer and sell the Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower than the offering prices set forth on the cover of this Offering Circular.

MISCELLANEOUS

Any statements made in this Offering Circular involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of such statements will be realized.

This Offering Circular is not to be construed as a contract or agreement between Lessee and the Owners and has not been authorized or executed by Lessee. This Offering Circular is submitted only in connection with the sale of the Certificates and may not be reproduced or used in whole or in part for any other purpose.

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APPENDIX A

MILLARD PUBLIC SCHOOLS—GENERAL INFORMATION

Douglas County School District 017 in the State of Nebraska (Millard Public Schools) (the "District") is located in the southwestern portion of the City of Omaha, approximately 10 miles from the Omaha central business district. Residing within the District in 1990 were an estimated 65,000 people. District officials estimate that at present the population is approximately 80,000 to 90,000. The District encompasses approximately 35 square miles (22,400 acres) and is the third largest school district in Nebraska (the "State") with an estimated 19,497 students as of the beginning of the 2003-2004 school year. The District operates 22 elementary schools, six middle schools and three senior high schools. The District has been accredited by the State Department of Education with a rating of "AA," the highest rating given by the Department. All of the schools in the District have been accredited by the North Central Association of Colleges and Schools.

The District's boundaries were coterminous with the city limits of Millard in 1957, when reorganization of the District was initiated. In 1959, reorganization was completed and seven rural districts joined the District. Despite the annexation of the City of Millard by the City of Omaha in 1971, the District remains a separate and independent unit. The following table illustrates the growth of the District.

Students and Faculty 1955-1956 to 2003-2004

School Year	Students			Faculty
	Elementary	Secondary	Total	
1955-56	80	55	135	7
1960-61	278	142	420	22
1965-66	1,316	516	1,832	88
1970-71	3,170	1,406	4,576	223
1975-76	4,927	3,206	8,133	435
1980-81	7,261	4,852	12,113	654
1985-86	7,979	6,242	14,221	839
1990-91	9,138	7,590	16,728	1,103
1995-96 ¹	8,492	9,496	17,988	1,325
2000-01	8,439	10,348	18,787	1,394
2001-02	8,325	10,553	18,910	1,444
2002-03	8,382	10,683	19,065	1,500
2003-04	8,740	10,757	19,497	1,505

¹Elementary number is lower as approximately 650-700 sixth-grade students were moved from elementary schools to middle schools in 1994/95.

Area Economy

The economic viability of the Millard School District is tied closely to the general economy of the City of Omaha.

City of Omaha—General Information

The following information about the City of Omaha, Nebraska is excerpted from previous City of Omaha Official Statements and is included because the District is located within the City's boundaries and in the surrounding metropolitan area. The Certificates are not a debt of, nor are they payable by, the City of Omaha.

Location and General Background. Omaha, founded in 1854, is the largest city in the State of Nebraska. Omaha is the hub of a transportation network leading to all parts of the nation and thus offers significant advantages to business and industry competing in regional and national markets. This fact is substantiated by the growth of population, employment and income during recent years.

Area and Population. The population of the eight-county Omaha Metropolitan Statistical Area ("MSA"), comprising five Nebraska counties and three Iowa counties, numbered 784,463 as of the end of 2003. As of the end of 2003, the population of the City of Omaha was 399,357.

Transportation. Eppley Airfield, Omaha's major commercial airport, is located four miles northeast of downtown Omaha. The airport is five minutes from downtown and approximately a 15- to 30-minute drive from most areas of the metropolitan area.

Eppley Airfield is the largest airport between Minneapolis and Kansas City and Chicago and Denver. While nearly 3.7 million passengers, over 138 million pounds of cargo and over 58 million pounds of mail passed through the facility in 2003, the field and terminal facilities are far from saturated. In the last decade, Eppley has made over \$110 million in investment in terminal, apron, cargo area and runway expansions.

Eppley Airfield offers 180 flights per day and is serviced by eight national air carriers, 12 regional airlines, eight air freight carriers and two full-service general aviation facilities. A total of 161 general aviation aircraft, including 30 executive jets, are based at Eppley Airfield. There are 90 nonstop flights out of Eppley Airfield daily.

Omaha's rail service is provided by three rail companies: Union Pacific, Burlington Northern and Chicago Central & Pacific Railroads. Union Pacific Railroad, one of the nation's largest railroads, is headquartered in Omaha.

Omaha is strategically located at the intersection of Interstate Highways 29 and 80. This excellent Interstate access is complemented by the convergence in Omaha of four U.S. and eight state highways.

The Omaha area offers businesses direct transcontinental access to national markets. There are approximately 50 interstate and 40 intrastate motor freight carriers serving the community. The regular route carriers provide metro area businesses with efficient access to the continental United States.

Omaha also offers a complete variety of charter bus services. There are 10 charter bus lines in the metro area. Greyhound Bus Lines operates modern terminals in Omaha and provides package express and passenger service on a nationwide basis.

Utility Services. Residential, commercial and industrial electric service rates in Omaha historically have been below the national averages, according to reports of the Edison Electric Institute in its *Statistical Yearbook of the Electrical Utility Industry*. In addition to low rates, the Omaha Public Power District, a Nebraska political subdivision, assures its customers ample power with a net generating capability of 2,227,100kW.

The Metropolitan Utilities District ("MUD"), a Nebraska political subdivision, distributes natural gas and water in the Omaha area. Rates compare favorably with those prevailing in other metropolitan areas in the nation. Omaha has a plentiful water supply (Missouri River and Platte River wells) and a water system designed to the standards of the National Board of Fire Underwriters, with a current capacity of 234 million gallons a day. MUD's supply of natural gas is purchased wholesale from up to 20 different suppliers. This supply is supplemented with peak-shaving storage facilities which can provide up to approximately 30% of peak demand. There have been no interruptions of natural gas service to firm commercial and residential customers and no interruptions are expected in the foreseeable future.

Education. Omaha is an important educational center and is the location of Creighton University, the University of Nebraska at Omaha and the University of Nebraska Medical Center. These institutions, together with three additional colleges located in Omaha, offer educational programs at the graduate and undergraduate levels, in law and in the health professions: medicine, dentistry, nursing and pharmacy.

Health Services. There are 13 hospitals within the City of Omaha, six of them classified as acute-care community hospitals. Of the remaining seven hospitals, two are acute-care hospitals operated by governmental entities (one by the State of Nebraska and one by Douglas County), four are specialized hospitals (pediatrics, maternity care, geriatrics and psychiatry) and one is a major hospital of the Veterans Administration. There are more than 1,200 physicians and more than 300 dentists in Omaha; their services are utilized both by Omaha residents and by persons within the surrounding region.

Military. The United States Strategic Command ("USSTRATCOM") is headquartered at Offutt Air Force Base, just south of Omaha. USSTRATCOM has been assigned planning and targeting responsibility for the nation's strategic nuclear weapons.

Economy. From an economy founded on the livestock industry in the late 19th century, Omaha has become a major grain exchange market in the United States. Food processing is also an important part of the economy and is represented by such companies as ConAgra, Inc., Kellogg Company, Vlasic Foods and Omaha Steaks International.

Concurrently with the growth of the City's agribusiness industry, new and related industries began to develop in the area. The City has an increasingly well-diversified economy, although it still remains agriculturally oriented. The Omaha MSA contains more than 860 manufacturing plants, including plants operated by AVAYA Communications, Lozier Corporation and Valmont Industries Inc. In the early 1980s, Omaha began developing as a major participant in the reservation and direct-response center industry. Currently, there are 42 such firms located within the City. In total they employ a labor force in excess of 20,000. Major employers in this group include First Data Resources, Hyatt Reservations, Dial America Marketing Services, Sitel Corp., Marriott Reservations and West Corporation.

Omaha is the home of 21 insurance companies (with over 50 employees), including Mutual of Omaha, the world's largest mutual health and accident company, and Woodmen of the World Life Insurance Society, the largest fraternal life insurance company. Farm Credit Services of America is

headquartered in Omaha. A branch Federal Reserve Bank and 26 commercial banks (with over 50 employees) are located within the city limits of Omaha.

First Data Resources, Inc., Union Pacific Railroad, Berkshire Hathaway, ConAgra, Inc. and Peter Kiewit & Sons maintain their headquarters in Omaha.

The 2002 estimated average unemployment rate for the Omaha MSA was 3.7%, compared with 5.8% for the United States as a whole. The Omaha MSA unemployment rate in November 2003 was 3.6%, compared with a rate of 5.6% for the United States as a whole.

Selected Economic Indicators.

Omaha MSA Population and Employment

	Population¹	Employment²
1950	366,395	163,050
1960	457,873	188,950
1970	542,646	214,650
1980	569,614	261,532
1990	618,262	331,953
1991	624,200	326,360
1992	634,900	333,887
1993	656,434	335,540
1994	662,801	368,772
1995	670,322	357,190
1996	686,400	384,589
1997	687,454	398,269
1998	691,100	404,012
1999	697,400	415,486
2000	716,998	424,400
2001	723,210	424,150
2002	734,270	430,667
2003	784,463*	431,035**

¹Source: Omaha Chamber of Commerce

²Estimated annual averages based on Employment by Place of Work, from Reports of Nebraska Department of Labor, Division of Employment Research and Statistics.

*Population total for the new eight-county MSA.

**Employment figures are for the previous five-county metropolitan statistical area.

Largest Employers—City of Omaha

January 2004

Employer	Nature of Business	Number of Employees
Offutt Air Force Base/USSTRATCOM*	Department of Defense	10,500
Omaha Public Schools	School System	7,035
First Data Corp	Credit Card Processors	7,000
Alegent Health	Health Care	5,500
Methodist Health System	Medical Services	4,687
Mutual of Omaha Companies	Insurance	4,596
Oriental Trading Company	Wholesale	4,200
First National Bank of Omaha	Commercial Bank	4,091
Union Pacific Railroad	Railroad	3,629
Conagra	Foodservice Mfg.	3,104
Nebraska Health System	Hospital, Medical Services	3,072
University of Nebraska Medical Center	Health Science/Education	3,058

*Located in Sarpy County (immediately south of Omaha).

Source: Greater Omaha Chamber of Commerce & Midlands Business Journal (Ranked by Number of Omaha Employees)

APPENDIX B

MILLARD PUBLIC SCHOOLS—FINANCIAL INFORMATION

PART ONE

SELECTED MILLARD PUBLIC SCHOOLS FINANCIAL INFORMATION

DEBT SERVICE REQUIREMENTS

The debt service requirements on all outstanding District general obligation bonds are shown below, together with the Corporation's estimated annual debt service requirements on the Certificates (which do not constitute an indebtedness of the District).

Fiscal Year Ending August 31	Debt Service On Outstanding Bonds	Suburban Schools Building Corporation Certificates of Participation, Series 2004			Total Debt Service
		Principal	Interest	Total	
2005	\$14,572,481.25	\$870,000.00	\$183,682.50	\$1,053,692.50	\$15,626,173.75
2006	14,327,093.75	880,000.00	169,337.50	1,049,337.50	15,376,431.25
2007	14,073,387.50	900,000.00	149,977.50	1,049,977.50	15,123,365.00
2008	9,883,515.00	920,000.00	127,927.50	1,047,927.50	10,931,442.50
2009	10,495,142.50	945,000.00	101,247.50	1,046,247.50	11,541,390.00
2010	10,068,795.63	975,000.00	71,007.50	1,046,007.50	11,114,803.13
2011	10,054,323.75	1,010,000.00	37,370.00	1,047,370.00	11,101,693.75
2012	10,049,180.00	-	-	-	10,049,180.00
2013	10,029,805.00	-	-	-	10,029,805.00
2014	10,005,573.75	-	-	-	10,005,573.75
2015	9,972,450.00	-	-	-	9,972,450.00
2016	7,869,656.25	-	-	-	7,869,656.25
2017	9,609,417.50	-	-	-	9,609,417.50
2018	2,035,352.50	-	-	-	2,035,352.50
2019	<u>5,872,187.50</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,872,187.50</u>
	\$148,918,361.88	\$6,500,000.00	\$840,550.00	\$7,340,560.00	\$156,258,921.88

PROPERTY VALUATIONS AND DEBT RATIOS

Fiscal Year End August 31

	2000	2001	2002	2003	2004¹
Property Valuations	\$4,729,820,012	\$5,510,057,648	\$5,869,603,888	\$6,089,980,576	\$6,427,751,582 ²
Direct General Obligation Bonded Debt	148,275,000	140,545,000	138,130,000	126,935,000	128,455,000
% of Direct General Obligation Bonded Debt to Valuation	3.13%	2.55%	2.35%	2.08%	1.99%

¹Does not include the Certificates offered hereby; were the Certificates general obligations of Lessee, the ratio would be 2.09%.

²Certified September 2003 for tax year 2004.

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ESTIMATED OVERLAPPING AND UNDERLYING DEBT

As of Fiscal Year End

	Net Bonded Debt	Percentage Applicable to School District 017	Net Debt Applicable to School District 017
Douglas County ¹	\$ 76,215,000	21.28%	\$ 16,218,552
City of Omaha	432,926,471	40.30	174,490,442
Omaha-Douglas Building Commission ²	30,875,000	21.28	6,570,200
Sarpy County ³	12,315,000	12.97	1,597,926
Certain Douglas County Sanitary and Improvement Districts ⁴	83,710,000	100.00	83,710,000
Certain Sarpy County Sanitary and Improvement Districts ⁴	<u>44,060,000</u>	100.00	<u>44,060,000</u>
Totals	\$649,226,471		\$326,647,120

% of Combined Net Direct General Obligation Bonded Debt and Overlapping Bonded Debt to Taxable Valuation—5.08%.

¹Douglas County, under a lease-purchase agreement, is obligated to provide for annual rental payments. For 2003/2004 the lease payment is \$800,000 and the final payment is \$414,315 for the 2004/2005 fiscal year.

²Payable from certain property tax revenues and payments to be made to the Commission by the City of Omaha and Douglas County under certain contractual agreements.

³Sarpy County, under various lease-purchase agreements, is obligated to provide for annual rental payments. Leases are funded as expenditures, subject only to the 50-cent tax limitation.

⁴Estimated. As of December 31, 2003, there was approximately \$150,000,000 in Construction Fund Warrants outstanding for Douglas County SIDs and \$8,000,000 for Sarpy County SIDs in the District. Construction Fund Warrants for SIDs are retired from a combination of special assessments levied against real estate and property taxes levied against real estate and certain tangible personal property and General Obligation Bonds.

PROPERTY VALUATION
1989-90, and 2000-01 to 2003-04

Fiscal Year	Total Valuation	Increase Over Preceding School Year	
		Amount	Percent
1989-90	\$2,179,574,827	\$163,646,301	8.12%
2000-01	5,510,057,648	780,237,636	16.50
2001-02	5,869,603,888	359,546,240	6.53
2002-03	6,089,980,576	220,376,688	3.75
2003-04	6,427,751,582	337,771,006	5.25

¹See “CONCERNS REGARDING NEBRASKA’S PROPERTY TAX SYSTEM—Motor Vehicle Taxes” in the Official Statement.

Property valuation of the District has increased by over \$4.3 billion since 1990. Much of the land in the District is still undeveloped and because approximately one-third of the new homes in the Omaha area currently being built are within the District’s boundaries, it is anticipated that growth in enrollment and valuation will continue.

HISTORY OF DISTRICT LEVIES
1989-90, and 1997-98 to 2003-04
(amount per \$100 of valuation)

Fiscal Year	General Fund	Building Fund	Bond Fund	Total	Change
1989-90	\$1.63160	\$0.04010	\$0.26930	\$1.94100	\$0.08090
1997-98	1.11538	0.07580	0.30835	1.49953	(0.02293)
1998-99	0.99010	0.05741	0.34749	1.39500	(0.10453)
1999-00	0.94091	0.06431	0.30753	1.31274	(0.08226)
2000-01	0.93788	0.06416	0.26395	1.26599	(0.04675)
2001-02	0.91715	0.08550	0.23980	1.25670	(0.0560)
2002-03	1.04910	—	0.22840	1.27750	0.0208
2003-04	1.08230	0.02000	0.21890	1.32120	0.0437

MAJOR TAXPAYERS
Valuations In Excess of \$10,000,000

Name of Taxpayer	2003 Valuation of Real Property
Oak View Mall LLC	\$102,718,100
Wachovia Development Corp.	31,991,400
AVAYA, Inc.	31,151,000
Wachovia Capital Markets, Inc.	23,062,700
Bishop Clarkson Memorial Hospital	16,362,600
West Pacific Apartments LLC	16,037,800
Commercial Federal Bank	14,324,100
NDC West Dodge LLC	13,379,800
Phoenix Realty Special Account	13,144,000
Montclair Investment Co.	12,477,100
SFI Ltd Partnership 44	12,300,000
Autumn Grove LLC	12,285,000
FLIK, Inc.	12,068,000
Pepperwood Village LLC	11,479,200
Oriental Trading Company, Inc.	11,235,000
Tyson Processing Services, Inc.	11,180,600
Construction Developers, Inc.	11,025,700
Linden Place LTD Partners 1	10,781,200
Oak View Plaza North LLC	10,649,000

Source: The Office of the Douglas County Clerk

PROPERTY TAX COLLECTIONS

Property taxes on tangible property, real and personal, are levied by the District, collected and held by Douglas and Sarpy County Treasurers, and credited to the General Fund, Special Fund and Bond Fund Accounts of the District. Taxes become due December 31. In Douglas County and Sarpy County the first half of tax payable becomes delinquent the following April 1 and the second half August 1.

Schedule of Tax Collections

School Year	Taxes Certified	Total Collections	
		Amount	%
1997-98	\$57,410,989	\$56,901,664	99.10
1998-99	58,205,495	58,190,598	99.97
1999-00	61,475,545	60,882,415	99.04
2000-01	69,065,917	67,175,187	97.26
2001-02	73,032,885	72,528,773	99.31
2002-03	77,026,800	76,046,525	98.23
2003-04	84,922,808	-	-

DEBT MANAGEMENT

General Obligation Bonds

General obligation bonds may be issued by a school district only if approval is given by a majority of the district's voters. School District 017 is a Class III School District, and as such under Nebraska law has no legal limit on the amount of its bonded indebtedness. The District does not have any authorized but unissued general obligation bonds.

Debt Payment Record

The District has never defaulted on its obligations to pay principal of or interest on its indebtedness.

**Outstanding Bonded Indebtedness
As of Dates of Issuance
and March 31, 2004**

General Obligation Bonds Maturity Dates	Interest Rates	Initial Amount	Balance March 31, 2004
July 1, 1999/2017	4.50-4.75%	\$31,620,000	\$17,405,000
October 15, 2001/2007	3.00-3.20	21,440,000	15,375,000
November 15, 2002/	3.625-4.50	26,995,000	26,995,000
April 15, 2003/	2.00-4.25	32,080,000	31,325,000
March 1, 2005/2015	2.00-3.50	30,520,000	30,520,000

NEBRASKA SCHOOL EMPLOYEES RETIREMENT SYSTEM

Pursuant to the School Employees Retirement Act, Sections 79-901 to 79-977.01, Reissue Revised Statutes of Nebraska, 1996, a retirement system for the purpose of providing retirement allowances or other benefits for the school employees of the State of Nebraska is in effect. The school employees retirement system originally became effective July 1, 1945 under a predecessor statute.

Nebraska law requires annual state deposits equal to normal costs and further requires level annual payments by the State to fund, by no later than January 1, 1994, the current unfunded accrued liabilities of the System.

Section 79-975, Reissue Revised Statutes of Nebraska, 1996, requires school district deposits equal to a uniform percentage of school employee contributions. Under this plan, appropriations to meet any unfunded accrued liability, as noted above, are the responsibility of the State of Nebraska, rather than of individual school districts.

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APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

Lessee has covenanted for the benefit of the registered owners and beneficial owners of the Certificates to provide certain financial information and operating data relating to Lessee by not later than December 31 in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events, if deemed by Lessee to be material. The Annual Report will be filed by Lessee with each Nationally Recognized Municipal Securities Information Repository. The notices of material events will be filed by Lessee with the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in the Annual Report or the notices of material events is summarized below under the caption "Summary of Continuing Disclosure Certificate." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Summary of Continuing Disclosure Certificate

Definitions. Unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by Lessee pursuant to and as described in the Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

"Listed Events" shall mean any of the events listed under the caption "Reporting of Significant Events" below.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. Currently, the following are National Repositories:

Bloomberg Municipal Repository

100 Business Park Drive

Skillman, NJ 08558

Internet address: MUNIS@bloomberg.com

Telephone: 609/279-3225

Facsimile: 609/279-5962

DPC Data Inc.

One Executive Drive

Fort Lee, NJ 07024

Internet address: nrmsir@dpcdata.com

Telephone: 201/346-0701

Facsimile: 201/947-0107

FT Interactive Data

100 William Street
New York, NY 10038

Attention: NRMSIR

Internet address: NRMSIR@FTID.com

Telephone: 212/771-6999

Facsimile: 212/771-7390 (Secondary Market Information)
212/771-7391 (Primary Market Information)

Standard & Poor's Securities Evaluations, Inc.

45th Floor

55 Water Street

New York, NY 10041

Internet address: nrmsir_repository@sandp.com

Telephone: 212/438-4595

Facsimile: 212/438-3975

See <http://www.sec.gov/info/municipal/nrmsir.htm> for updated NRMSIR information.

"Participating Underwriter" shall mean any of the original underwriters of the Certificates required to comply with the Rule in connection with the offering of the Certificates.

"Repository" shall mean each National Repository and each State Repository.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Act of 1934, as the same may be amended from time to time.

"State Repository" shall mean any public or private repository or entity designated by the State of Nebraska as a state repository for the purpose of the Rule. As of the date of the Disclosure Certificate, there is no State Repository.

"Tax-exempt" shall mean that the interest on the Certificates is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including alternative minimum tax or environmental tax.

Provision of Annual Report. Lessee shall, not later than December 31 of each year, provide to each Repository an Annual Report which is consistent with the requirements of the Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in the Disclosure Certificate, provided that the audited financial statements of Lessee may be submitted separately from the balance of the Annual Report.

If Lessee is unable to provide to the Repositories an Annual Report by the date required above, Lessee shall send a notice to each Repository in substantially the form attached to the Disclosure Certificate.

Lessee shall determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any.

Content of Annual Reports. Lessee's Annual Report shall contain or incorporate by reference the following:

(a) The audited financial statements of Lessee for the prior fiscal year, prepared on the basis of modified cash receipts and disbursements as prescribed or permitted by the Department of Education. The financial statements are not intended to present financial position and results of operations in conformity with generally accepted accounting principles. If Lessee's audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Information under the following captions in the Official Statement Relating to the Certificates:

- (i) Millard Public Schools—General Information
- (ii) Students and Faculty
- (iii) Property Valuation
- (iv) History of District Levies
- (v) Property Valuations and Debt Ratios
- (vi) Estimated Overlapping and Underlying Debt
- (vii) Schedule of Tax Collections
- (viii) Debt Management
- (ix) Outstanding Bonded Indebtedness
- (x) Debt Service Requirements
- (xi) Major Taxpayers

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of Lessee or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. Lessee shall clearly identify each such other document so incorporated by reference.

Reporting of Significant Events. Pursuant to the provisions of the Continuing Disclosure Certificate, Lessee shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Certificates, if material:

- (i) principal and interest payment delinquencies.
- (ii) non-payment related defaults.

- (iii) modifications to rights of Bondholders.
- (iv) optional, contingent or unscheduled bond calls.
- (v) defeasances.
- (vi) rating changes.
- (vii) adverse tax opinions or events affecting the tax-exempt status of the Certificates.
- (viii) unscheduled draws on the debt service reserves reflecting financial difficulties [there are no debt service reserves established for the Certificates under the terms of the Resolution].
- (ix) unscheduled draws on the credit enhancements reflecting financial difficulties.
- (x) substitution of the credit or liquidity providers or their failure to perform.
- (xi) release, substitution or sale of property securing repayment of the Certificates.

Lessee has not undertaken to provide notice of the occurrence of any other material event except the events listed above.

Whenever Lessee obtains knowledge of the occurrence of a Listed Event, Lessee shall, as soon as possible, determine if such event would constitute material information for Beneficial Owners of Certificates, provided that any Listed Event described in (iv), (v) or (vi) above will always be deemed to be material.

If Lessee determines that knowledge of the occurrence of a Listed Event would be material, Lessee shall promptly file a notice of such occurrence with each Repository. Notwithstanding the foregoing, notice of Listed Events described in (iv) and (v) above need not be given any earlier than the notice (if any) of the underlying event is given to Holders of affected Certificates pursuant to the Resolution.

Termination of Reporting Obligation. Lessee's obligations under the Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates.

Amendment; Waiver. Notwithstanding any other provision of the Disclosure Certificate, Lessee may amend the Disclosure Certificate, and any provision of the Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Default. In the event of a failure of Lessee to comply with any provision of the Disclosure Certificate, any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause Lessee to comply with its obligations under the Disclosure Certificate. A default under the Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under the Disclosure Certificate in the event of any failure of Lessee to comply with the Disclosure Certificate shall be an action to compel performance.

Beneficiaries. The Disclosure Certificate shall inure solely to the benefit of Lessee, the Participating Underwriter and Beneficial Owners from time to time of the Certificates, and shall create no rights in any other person or entity.

APPENDIX D
FORM OF OPINION OF SPECIAL COUNSEL

[To come.]

APPENDIX E

FORM OF MUNICIPAL BOND INSURANCE POLICY

XL CAPITAL ASSURANCE

1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 478-3400

MUNICIPAL BOND INSURANCE POLICY

ISSUER: []

Policy No: []

BONDS: []

Effective Date: []

XL Capital Assurance Inc. (XLCA), a New York stock insurance company, in consideration of the payment of the premium and subject to the terms of this Policy (which includes each endorsement attached hereto), hereby agrees unconditionally and irrevocably to pay to the trustee (the "Trustee") or the paying agent (the "Paying Agent") (as set forth in the documentation providing for the issuance of and securing the Bonds) for the benefit of the Owners of the Bonds or, at the election of XLCA, to each Owner, that portion of the principal and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment.

XLCA will pay such amounts to or for the benefit of the Owners on the later of the day on which such principal and interest becomes Due for Payment or one (1) Business Day following the Business Day on which XLCA shall have received Notice of Nonpayment (provided that Notice will be deemed received on a given Business Day if it is received prior to 10:00 a.m. New York time on such Business Day; otherwise it will be deemed received on the next Business Day), but only upon receipt by XLCA, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of the principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in XLCA. Upon such disbursement, XLCA shall become the owner of the Bond, any appurtenant coupon to the Bond or the right to receipt of payment of principal and interest on the Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under the Bond, to the extent of any payment by XLCA hereunder. Payment by XLCA to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of XLCA under this Policy.

In the event the Trustee or Paying Agent has notice that any payment of principal or interest on a Bond which has become Due for Payment and which is made to an Owner by or on behalf of the Issuer of the Bonds has been recovered from the Owner pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Owner within the meaning of any applicable bankruptcy law, such Owner will be entitled to payment from XLCA to the extent of such recovery if sufficient funds are not otherwise available.

The following terms shall have the meanings specified for all purposes of this Policy, except to the extent such terms are expressly modified by an endorsement to this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent are authorized or required by law or executive order to remain closed. "Due for Payment", when referring to the principal of Bonds, is when the stated maturity date or a mandatory redemption date for the application of a required sinking fund installment has been reached and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by application of required sinking fund installments), acceleration or other advancement of maturity, unless XLCA shall elect, in its sole discretion, to pay such principal due upon such acceleration; and, when referring to interest on the Bonds, is when the stated date for payment of interest has been reached. "Nonpayment" means the failure of the Issuer to have provided sufficient funds to the Trustee or Paying Agent for payment in full of all principal and interest on the Bonds which are Due for Payment. "Notice" means telephonic or telecopied notice, subsequently confirmed in a signed writing, or written notice by registered or certified mail, from an Owner, the Trustee or the Paying Agent to XLCA which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount and (d) the date such claimed amount became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

XLCAP-005 Form of Municipal Policy [Specimen]

XLCA may, by giving written notice to the Trustee and the Paying Agent, appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy. From and after the date of receipt by the Trustee and the Paying Agent of such notice, which shall specify the name and notice address of the Insurer's Fiscal Agent, (a) copies of all notices required to be delivered to XLCA pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to XLCA and shall not be deemed received until received by both and (b) all payments required to be made by XLCA under this Policy may be made directly by XLCA or by the Insurer's Fiscal Agent on behalf of XLCA. The Insurer's Fiscal Agent is the agent of XLCA only and the Insurer's Fiscal Agent shall in no event be liable to any Owner for any act of the Insurer's Fiscal Agent or any failure of XLCA to deposit or cause to be deposited sufficient funds to make payments due hereunder.

Except to the extent expressly modified by an endorsement hereto, (a) this Policy is non-cancelable by XLCA, and (b) the Premium on this Policy is not refundable for any reason. This Policy does not insure against loss of any prepayment or other acceleration payment which at any time may become due in respect of any Bond, other than at the sole option of XLCA, nor against any risk other than Nonpayment. This Policy sets forth the full undertaking of XLCA and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto.

THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

In witness whereof, XLCA has caused this Policy to be executed on its behalf by its duly authorized officers.

Name:
Title:

Name:
Title:

AGENDA SUMMARY SHEET

AGENDA ITEM: Assignment of Construction Contract

MEETING DATE: May 3, 2004

DEPARTMENT: Business

TITLE & BRIEF DESCRIPTION: Assignment of Construction Contract – The assignment of the construction contract for Elementary #23 to the Suburban Schools Building Corporation (SSBC).

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: The District approved the construction contract for Elementary #23 at one of its meeting last month. With the creation of the Suburban Schools Building Corporation at this meeting, the District needs to assign the construction contract to the SSBC.

OPTIONS AND ALTERNATIVES: n/a


RECOMMENDATION: It is recommended that the District assign its interest in the contract with Hawkins Construction Company for the construction of Elementary #23 to the Suburban Schools Building Corporation.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate

RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration); Duncan Young (District's legal counsel)

SUPERINTENDENT'S APPROVAL:  _____

AGENDA SUMMARY SHEET

Agenda Item: Collective Bargaining Agreement with EPAM

Meeting Date: May 3, 2004

Department: Human Resources

**Title & Brief
Description:**

The District and the Educational Paraprofessional Association of Millard have reached tentative agreement for the 2004-05 school year. The agreement provides for the following changes:

- (a) Increase all rates by 10¢ per hour. The starting wage increases from \$8.80 to \$8.90.
- (b) Each paraprofessional advances one step on the schedule.
- (c) Add a twenty-second (22) step to the schedule.
- (d) Add a fifth 25¢ training stipend to the schedule.
- (e) Average wage & benefits increase is \$436 per year for 5.87 hours per day, 190 days per year.

Action Desired: Approval

Background: The total budget for this package is \$167,765.

**Options And
Alternatives:** Return to the bargaining table.

Responsible Person: Steve Moore, Kirby Eltiste

**Superintendent's
Approval:**



Appendix A

4-9

2004-05 Schedule

General and Special Education Paraprofessionals						
Step/Range	Training Stipends					
	None	1	2	3	4	5
	01	03	05	07	09	11
1	\$8.90	\$9.15				
2	\$9.00	\$9.25	\$9.50			
3	\$9.10	\$9.35	\$9.60	\$9.90		
4	\$9.20	\$9.45	\$9.70	\$10.00	\$10.25	
5	\$9.30	\$9.55	\$9.80	\$10.10	\$10.35	\$10.60
6	\$9.40	\$9.65	\$9.90	\$10.20	\$10.45	\$10.70
7	\$9.50	\$9.75	\$10.00	\$10.30	\$10.55	\$10.80
8	\$9.60	\$9.85	\$10.10	\$10.40	\$10.65	\$10.90
9	\$9.70	\$9.95	\$10.20	\$10.50	\$10.75	\$11.00
10	\$9.80	\$10.05	\$10.30	\$10.60	\$10.85	\$11.10
11	\$9.90	\$10.15	\$10.40	\$10.70	\$10.95	\$11.20
12	\$10.00	\$10.25	\$10.50	\$10.80	\$11.05	\$11.30
13	\$10.10	\$10.35	\$10.60	\$10.90	\$11.15	\$11.40
14	\$10.20	\$10.45	\$10.70	\$11.00	\$11.25	\$11.50
15	\$10.30	\$10.55	\$10.80	\$11.10	\$11.35	\$11.60
16	\$10.40	\$10.65	\$10.90	\$11.20	\$11.45	\$11.70
17	\$10.50	\$10.75	\$11.00	\$11.30	\$11.55	\$11.80
18	\$10.60	\$10.85	\$11.10	\$11.40	\$11.65	\$11.90
19	\$10.70	\$10.95	\$11.20	\$11.50	\$11.75	\$12.00
20	\$10.80	\$11.05	\$11.30	\$11.60	\$11.85	\$12.10
21	\$10.90	\$11.15	\$11.40	\$11.70	\$11.95	\$12.20
22	\$11.00	\$11.25	\$11.50	\$11.80	\$12.05	\$12.30

MH, BD, VI, Education Paraprofessionals						
Step/Range	Training Stipends					
	None	1	2	3	4	5
	02	04	06	08	10	12
1	\$9.40	\$9.65				
2	\$9.50	\$9.75	\$10.00			
3	\$9.60	\$9.85	\$10.10	\$10.40		
4	\$9.70	\$9.95	\$10.20	\$10.50	\$10.75	
5	\$9.80	\$10.05	\$10.30	\$10.60	\$10.85	\$11.10
6	\$9.90	\$10.15	\$10.40	\$10.70	\$10.95	\$11.20
7	\$10.00	\$10.25	\$10.50	\$10.80	\$11.05	\$11.30
8	\$10.10	\$10.35	\$10.60	\$10.90	\$11.15	\$11.40
9	\$10.20	\$10.45	\$10.70	\$11.00	\$11.25	\$11.50
10	\$10.30	\$10.55	\$10.80	\$11.10	\$11.35	\$11.60
11	\$10.40	\$10.65	\$10.90	\$11.20	\$11.45	\$11.70
12	\$10.50	\$10.75	\$11.00	\$11.30	\$11.55	\$11.80
13	\$10.60	\$10.85	\$11.10	\$11.40	\$11.65	\$11.90
14	\$10.70	\$10.95	\$11.20	\$11.50	\$11.75	\$12.00
15	\$10.80	\$11.05	\$11.30	\$11.60	\$11.85	\$12.10
16	\$10.90	\$11.15	\$11.40	\$11.70	\$11.95	\$12.20
17	\$11.00	\$11.25	\$11.50	\$11.80	\$12.05	\$12.30
18	\$11.10	\$11.35	\$11.60	\$11.90	\$12.15	\$12.40
19	\$11.20	\$11.45	\$11.70	\$12.00	\$12.25	\$12.50
20	\$11.30	\$11.55	\$11.80	\$12.10	\$12.35	\$12.60
21	\$11.40	\$11.65	\$11.90	\$12.20	\$12.45	\$12.70
22	\$11.50	\$11.75	\$12.00	\$12.30	\$12.55	\$12.80

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into by and between the **Educational Paraprofessional Association of Millard**, hereinafter referred to as EPAM, and **School District Number 17, Douglas County**, also known as the Millard School District, hereinafter referred to as the District.

ARTICLE I Recognition

The District recognizes EPAM as the sole and exclusive bargaining agent for all full-time and part-time hourly employees employed by the District in the following job classifications: (1) general educational paraprofessionals; (2) orthopedic educational paraprofessionals; (3) preschool educational paraprofessionals; and (4) special education paraprofessionals.

ARTICLE II Management Rights

Section 1. The management and direction of the District and direction of the employees covered by this agreement, including the right to hire, fire, suspend, discharge, make assignments of work, transfer employees, to change job assignments, to determine hours of work and all other acts and actions related to the administration and direction of the employees covered by this agreement are vested exclusively in the District; and the District specifically reserves all rights and prerogatives not abridged, delegated, or amended by the terms of this Contract.

Section 2. The District shall not discriminate against any employee covered by the agreement because of sex, disability, race, color, national or ethnic origin, religion, age, marital status, political affiliation or participation or nonparticipation in any organizations, as set forth in District Policies and Rules, the laws of the State of Nebraska, and the laws of the United States.

ARTICLE III Wages

(a) For the 2004-05 school year, the District shall pay to each employee covered by this Contract according to the wage scale attached hereto as Appendix A. Each employee employed by the district during the 2003-04 school year shall advance one step on the salary schedule for the 2004-05 school year. Pay raises will be effective with the September 1, 2004 payroll.

(b) Each employee assigned by the District to work in BD, MH, and VI special education classrooms and other "critical needs areas" determined by the District will receive a stipend of 50¢ per hour above his or her regular base wage for each hour worked in a BD, MH, and/or VI classroom and/or "critical needs area". In order to receive the 50¢ stipend for working in a VI classroom, the eligible paraprofessional must be fluent in Braille. Identification of such assignments will be solely at the discretion of the District and stipends will be paid only to those employees who are regularly assigned to such positions. The stipend will be removed if and when the employee is reassigned to a non-qualified position or if the District determines that the assignment no longer qualifies for such a stipend.

(c) Beginning in 2000-2001, each paraprofessional who completes 36 clock hours of District approved training shall receive a training stipend wage increase; the first two stipends at the rate of 25¢ per hour, a third at the rate of 30¢ per hour, a fourth and a fifth stipend at 25¢ (see Appendix A). A paraprofessional may request the training stipend by completing the District's *Application for Training Stipend for Paraprofessionals*. The building

principal and a personnel administrator must approve the application. Training hours must have been completed within 36 months of the date of application. Each paraprofessional is limited to one training stipend wage increase during the term of this contract; previously awarded training stipends shall continue to be paid. Each employee who is required by his or her supervisor to attend training shall be paid while at training. If the required training is scheduled outside the employee's normal work hours, the employee may receive additional hours of pay or the employee's schedule may be flexed during the week training takes place. Each employee who elects to attend training which is not required by the supervisor shall do so on his or her own time and shall not be paid for these hours by the district. A paraprofessional and a supervisor may agree in advance that the employee will participate in training "off-the-clock" (without pay) with the cost of the tuition paid by the supervisor. In these cases, the paraprofessional must agree to reimburse the supervisor should he or she fail to complete the training.

(d) The District may maintain and administer a Career Compensation Model (CCM) for selected employees of the District. The policies, procedures, implementation and all decisions related thereto shall be the responsibility of the District; provided however, from time to time, the District may receive input from EPAM.

ARTICLE IV Insurance

Each paraprofessional who is employed at least 17.5 hours per week or more shall be eligible to participate in the Health, Dental, and Life insurance Plans provided by the District subject to the following conditions: the District shall pay one-half of the premium for single health coverage or, one-half of the family health premium for married employees or those who have minor dependents; provided, however, the eligible employee elects participation and agrees to pay, and does pay, the remaining one-half of the elected single or family health premium. The District shall contribute one-half the single premium towards either single or family dental coverage, provided the eligible employee elects participation and agrees to pay, and does pay, the remaining premium. The District will pay the full premium for basic \$50,000 term life coverage.

ARTICLE V Hours of Work

Each employee shall be paid for each hour or fraction thereof the employee works. The normal workday shall not be more than eight (8) hours. The normal workweek shall not exceed forty (40) hours. Each employee required to work beyond forty (40) hours in one week shall be compensated for each hour in excess of forty (40) hours at the rate of one and one-half the employee's normal hourly rate.

Each employee is to work those hours as requested by the Principal and approved by the Personnel Office. Actual hours worked shall be recorded accurately on time cards issued by the Payroll Office. Except for emergency situations, reasonable advanced notice shall be given to the employee if the employee is required to work beyond 5:00 p.m. on any given day.

In the event an employee is required to work more hours than his or her normal work day, employer may schedule an equal number of hours off during the same work week and the timecard for such employee shall reflect the actual hours worked for each day by each employee.

Each employee who is employed five (5) hours or more per day shall be given a lunch period of at least one-half (0.5) hour. Such lunch period shall be without pay and the employee shall be free to leave the premises during such period.

Each employee will receive one (1) fifteen (15) minute paid-break per four (4) hours worked. All breaks, including the lunch period, must be scheduled and approved by the principal or designee. Breaks shall not be taken within one (1) hour of the beginning or end of the shift but such breaks may be used to extend the lunch period.

ARTICLE VI
Holidays

Each Employee covered by this Contract shall be granted time off with pay for the following seven (7) holidays subject to the conditions hereinafter set forth:

Labor Day
Thanksgiving
Friday following Thanksgiving
December 25
New Years Day
One day during Spring Break (actual date determined annually by the Superintendent)
Memorial Day

(a) The employee will be given the same amount of time off with pay equal to the work-hours scheduled had the day not been a holiday.

(b) An employee must be employed by the District twenty (20) working days immediately prior to the holiday to be eligible for holiday pay; provided, however, the twenty (20) working days may include days of paid leave; and, provided further, the twenty (20) working days immediately prior to Labor Day may include working days immediately prior to the end of the previous school year.

ARTICLE VII
Sick Leave

(a) At the conclusion of each bi-weekly pay period covered by this agreement, each employee shall earn paid leave equal to one-half (1/2) the average daily hours scheduled per day in a five day work week, and further be allowed any unused and accumulated leave from the previous year to a maximum total of 336 hours of leave with pay. Paid leave shall be credited at the end of each employee's first 18 bi-weekly pay periods covered by this agreement. Paid leave may be used for personal illness, illness of a member of the employee's immediate family, death of a member of the employee's immediate family, and business and emergency leave. The rules for use of leave are established in Board Policy and Rule.

(b) Upon termination of employment, the District shall pay to any employee covered by this agreement \$7.50 for half of the employee's unused paid leave hours in excess of 40 hours; provided such termination does not occur between July 1 and October 1. No payment shall be made for the first 40 hours of unused paid leave.

(c) After payroll has been processed for the 1st bi-weekly pay period in October, each employee who is actively employed by the district on that date and who, as of that date, has unused paid leave in excess of two hundred fifty (250) hours shall be reimbursed for those hours in excess of two hundred fifty (250) hours at the rate of \$7.50/hr. The employee's leave accumulation shall then be reduced to 250 hours. The payment for unused leave shall be included in the 2nd November payroll. The District shall establish procedures for reimbursement.

ARTICLE VIII
Miscellaneous

Each employee covered by this Contract shall be entitled to all the applicable rights and privileges of the employees of the District as set forth in Board Policies and Board Rules.

**ARTICLE IX
Inclement Weather**

Each employee covered by this Contract will comply with the following procedures whenever there is an official closing of the Millard Public Schools by the Superintendent because of inclement weather:

(a) When staff are instructed to report to work, each covered employee will be expected to report to work and will be paid for each hour or fraction thereof the employee works.

(b) When staff is instructed not to report to work, each covered employee will not report to work and will not be paid. Each covered employee will be allowed the option to make up any time missed from work; provided, however, the covered employee follows administrative directions concerning the employee's responsibility to report to work; and provided the time and date of make-up shall be with the approval of the administration.

**ARTICLE X
Term of Contract**

This agreement shall be in full force and effect from August 1, 2004 through July 31, 2005.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on _____.

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

**Educational Paraprofessional
Association of Millard**

BY _____

BY _____

AGENDA ITEM: Administrator Recommended for Hire

MEETING DATE: May 3, 2004

DEPARTMENT: Human Resources

TITLE & DESCRIPTION: Elementary Principal, Harvey Oaks Elementary School

ACTION DESIRED: Approval

BACKGROUND: We recently interviewed a number of elementary principal candidates. One candidate was selected to be Principal at Aldrich Elementary and another candidate from that pool, Roberta Deremer, was selected to meet with the Harvey Oaks School Improvement Team (April 26). Dr. Lutz and Dr. Eltiste also met with the Harvey Oaks group.

Roberta Deremer Recommended for Elementary Principal, Harvey Oaks Elementary School. She has been an Administrative Intern at Ackerman Elementary School from 2002 to 2004; 4th grade teacher at Bryan Elementary from 2000 to 2002; Liberty, MO 1994 to 2000; Gower, MO 1989 to 1984; Grant City, MO 1982 to 1983.

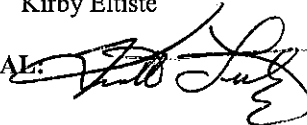
Education: BS - Elementary Education from Northwest Missouri State University; MA Elementary Administration from Central Missouri State University

OPTIONS & ALTERNATIVES: N/A

RECOMMENDATION: Approval

PERSON RECOMMENDING: Kirby Eltiste

SUPERINTENDENT APPROVAL:



AGENDA SUMMARY SHEET

MEETING DATE: May 3, 2004

DEPARTMENT: Human Resources

ACTION DESIRED: Approval

BACKGROUND: Personnel items: (1) New Hires and (2) Resignations, and
(3) Contract Amendment, (4) Leave of Absence

OPTIONS & ALTERNATIVES: NA

RECOMMENDATION: Approval

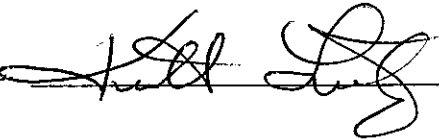
STRATEGIC PLAN REFERENCE: N/A

IMPLICATIONS OF ADOPTION
OR REJECTION: N/A

TIMELINE: N/A

RESPONSIBLE PERSON: Dr. Kirby Eltiste

SUPERINTENDENT APPROVAL



May 3, 2004

TEACHERS RECOMMENDED FOR HIRE

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

1. Kate Savas – Step 5, BA+12 – University of Nebraska at Lincoln. Multi-Cat Special Education Teacher at South High School. Previous experience: Teacher at Lincoln Northeast (2000 – 2003); Lincoln North Star (2003/04).
2. Scott Wike – Step 1, BA – University of Nebraska at Omaha. Language Arts Teacher at South High School.
3. Sabrina Bull – Step 1, BA – University of Nebraska at Omaha. Language Arts Teacher at South High School.

The following individual is employed with Millard Public Schools during the 2003/04 school year on a short term contract. He is being offered another short term contract for the 2004/05 school year.

1. Mark Sukraw – Step 3, MA – Dana College. Social Studies Teacher at Beadle Middle School.

The following individuals were CADRE teachers with Millard Public Schools during the 2003/04 school year. They are now being offered regular contracts for the 2004/05 school year.

1. Kristie Johnson – Step 2, BA – University of Nebraska at Lincoln. Math Teacher at Kiewit Middle School.
2. Molly Urban – Step 2, BA – Hastings College. Physical Education Teacher at Norris Elementary School.
3. Amanda Lorimer – Step 2, BA – University of Nebraska at Omaha. Grade 3 Teacher at Ackerman Elementary School.
4. Julie Gutschenritter – Step 2, BA – Northwest Missouri State. Grade 1 Teacher at Ezra Millard Elementary School.
5. Elizabeth Noble – Step 2, BA – University of Nebraska at Lincoln. Grade 4 Teacher at Hitchcock Elementary School.
6. Sara Steckelberg – Step 2, BA – University of Nebraska at Lincoln. Grade 4 Teacher at Bryan Elementary School.
7. Melissa Gzehoviak – Step 2, BA – University of Nebraska at Lincoln. Grade 2 Teacher at Cottonwood Elementary School.
8. Ashley Mohar – Step 2, BA – University of Nebraska at Lincoln. Grade 1 Teacher at Rohwer Elementary School.

May 3, 2004

RESIGNATIONS

Recommend: the following resignations be accepted:

1. Stephanie Wells – Second Grade Core teacher at Cather Elementary School. She is resigning to take an administrative position in OPS. Resignation is effective at the end of the 2003/04 school year.
2. Mary Jo Heitshusen – Fourth Grade teacher at Harvey Oaks Elementary School. She is resigning due to relocation. Resignation is effective at the end of the 2003/04 school year.
3. Lisa Schroeder – Physical Education teacher at Russell Middle School. She is resigning to take a job outside of education. Resignation is effective at the end of the 2003/04 school year.
4. Stacie Duello – New Frontier Math Teacher/Dept Head at South High School. She is resigning due to job dissatisfaction. Resignation is effective at the end of the 2003/04 school year.
5. Tiffany Leaman – Language Arts Teacher at South High School. She is resigning for personal reasons. Resignation is effective at the end of the 2003/04 school year.

May 3, 2004

AMENDMENT TO CONTINUING CONTRACTS

Recommend: amendment to the following contracts:

1. Sarah Haver -- Grade 4 Teacher at Willowdale Elementary School. Amend contract from 100% to 50% for the 2004/05 school year.
2. Christina Wilcoxon -- Grade 4 Teacher at Willowdale Elementary School. Amend contract from 100% to 50% for the 2004/05 school year.
3. Julie Sutfin -- Grade 3 Teacher at Rockwell Elementary School. Amend contract from 50% to 100% for the 2004/05 school year.

May 3, 2004

LEAVE OF ABSENCE REQUESTS

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

1. Jenna Dudley – READ Teacher at Wheeler Elementary School. She is requesting a leave of absence for the 2004/05 school year for family reasons.
2. Erin Siebler – Fifth Grade Teacher at Neihardt Elementary School. She is requesting a leave of absence for the 2004/05 school year for family reasons.
3. Liz Braun – Second Grade Teacher at Wheeler Elementary School She is requesting a leave of absence for the 2004/05 school year for family reasons.

Enclosure I.1.

Elementary	K	1	2	3	4	5	Self Cont	Current May 13, 2004			9/03 Enrollment
								Total	Change	Change	
Abbott (3 unit)	78	88	67	76	76	78		463	0	1	462
Ackerman (4 unit)	90	116	102	93	99	84	13	597	5	17	580
Aldrich (3 unit)	61	50	55	65	51	64		346	-3	-4	350
Black Elk (3 unit)	89	103	90	112	90	95		579	-2	1	578
Bryan (3 unit)	65	53	73	60	63	71		385	1	13	372
Cather (3 unit)	88	61	79	79	79	65		451	2	1	450
Cody (2 unit)	41	43	40	20	29	29	23	225	-1	1	224
Cottonwood (3 unit)	45	39	47	62	67	58		318	-1	3	315
Disney (3 unit)	40	53	41	54	55	38	12	293	1	7	286
Ezra Millard (3 unit)	80	62	66	68	71	58	13	418	-1	2	416
Harvey Oaks (2 unit)	46	38	39	45	45	50		263	0	10	253
Hitchcock (2 unit)	40	32	37	28	38	36		211	0	1	210
Holling Heights (3 unit)	54	61	47	55	48	61		326	-3	6	320
Montclair (4 unit)	113	79	102	89	86	66	7	542	0	-8	550
Morton (3 unit)	52	59	63	61	42	71	20	368	3	7	361
Neihardt (4 unit)	95	105	94	91	106	93		584	-6	-5	589
Norris (3 unit)	63	56	40	45	33	39	21	297	0	-11	308
Rockwell (3 unit)	49	58	53	54	49	57	25	345	3	10	335
Rohwer (3 unit)	83	97	83	86	79	72	10	510	4	26	484
Sandoz (3 unit)	49	46	56	47	49	62		309	-1	4	305
Wheeler (3 unit)	117	93	111	76	78	81	25	581	5	17	564
Willowdale (3 unit)	67	51	67	69	66	79		399	3	2	397
Totals	1505	1443	1452	1435	1399	1407	169	8810	9	101	8709

Secondary	6	7	8	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment
Beadle MS	184	226	185	15	595	2	4	591
Central MS	260	286	313	16	859	-2	-6	865
Kiewit MS	295	359	334	9	988	-6	-4	992
North MS	213	186	227	23	626	4	-6	632
Russell MS	277	238	289	8	804	2	4	800
MS Alternative	11	4	12		27	2	13	14
Totals	1488	1542	1642	81	4672	4	18	4654

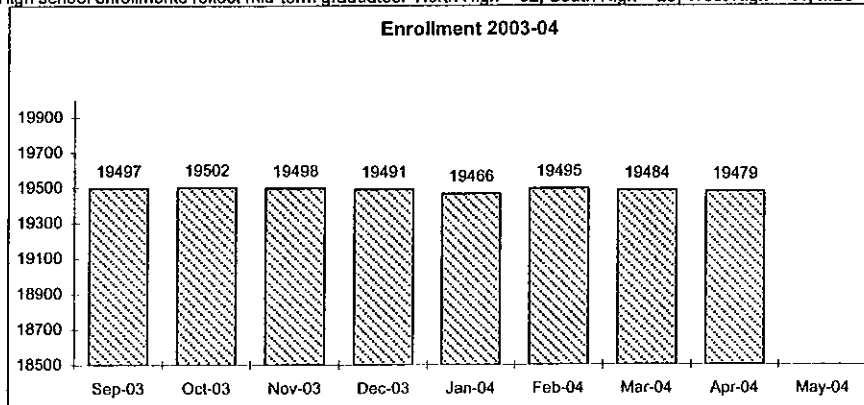
	9	10	11	12	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment
South HS	499	509	439	419	17	1866	-6	-47	1913
West HS	460	461	441	372	13	1734	-10	-42	1776
Millard Learning Center	0	0	26	50		76	-6	-17	93
Totals	1524	1537	1514	1339	52	5914	-21	-150	6064

Preschool	
Disney	29
Cody	16
Neihardt	69
Rockwell	48
Bryan	29
Holling Hghts	25
Morton	26
Montessori - Montclair	50
Montessori - Norris	30
Total	322

Preschool SPED	
Cody	77
Rohwer	41
Sandoz	31
Wheeler	35
Contracted	2
Infants	107
Total	293

Contracted SPED	42	2	11	31
Young Adult Program	41	1	2	39
Total District K-12	19479	-5	-18	19497
Total District PreK-12	20094	-3	86	20008

High school enrollments reflect mid-term graduates: North High = 32, South High = 25, West High = 41, MLC = 18



9/26/2003	
Elementary	8709
Middle Sch	4654
High Sch	6064
Contracted	31
Young Adult	39
Total	19497
4/20/2004	
Elementary	8810
Middle Sch	4672
High Sch	5914
Contracted	42
Young Adult	41
Total	19479
Current Chg	-5
YTD Change	-18

Elementary	Classroom Enrollment							Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED
	K	1	2	3	4	5	4-5						
Abbott	20	23	23	25	21	22	22						
	19	22	21	26	21	22							
	20	22	23	25	22	24							
	19	21											
Total Students	78	88	67	76	64	68	22		463	0	1	462	463
Total Teachers	4.0	4	3	3	3	3	1		21.0				21.0
Classroom Avg	19.5	22.0	22.3	25.3	21.3	22.7	22.0		22				22

Elementary	Classroom Enrollment							Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED	
	K	1	2	3	2-3	4	5							4-5
Ackerman	22	23	26	24	22	22	24	21	7					
	22	23	25	23	25	22	25		6					
	23	23	26	24		23	24							
	23	23				22								
	24													
Total Students	90	116	77	71	47	89	73	21	13	597	5	17	580	584
Total Teachers	4.0	5	3	3	2	4	3	1	2	27.0				25.0
Classroom Avg	22.5	23.2	25.7	23.5	23.5	22.3	24.3	21.0	6.5	22				23

Elementary	Classroom Enrollment					Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED		
	K	1	2	3	4						5	
Aldrich	21	25	19	22	25	22						
	20	25	19	22	26	22						
	20		17	21		20						
Total Students	61	50	55	65	51	64		346	-3	-4	350	346
Total Teachers	3	2	3	3.00	2	3		16.00				16
Classroom Avg	20.3	25.0	18.3	21.7	25.5	21.3		22				22

Elementary	Classroom Enrollment					Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED		
	K	1	2	3	4						5	
Black Elk	20	19	22	23	23	22						
	24	21	23	22	22	24						
	23	21	23	22	24	25						
	22	22	22	23	21	24						
	20			22								
Total Students	89	103	90	112	90	95		579	-2	1	578	579
Total Teachers	4.0	5	4	5	4	4		26				26
Classroom Avg	22.3	20.6	22.5	22.4	22.5	23.8		22				22

Elementary	Classroom Enrollment					Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED		
	K	1	2	3	4						5	
Bryan	22	18	25	20	20	24						
	21	18	24	20	22	24						
	22	17	24	20	21	23						
Total Students	65	53	73	60	63	71		385	1	13	372	385
Total Teachers	3	3	3	3	3	3		18				18
Classroom Avg	21.7	17.7	24.3	20.0	21.0	23.7		21				21

Elementary	Classroom Enrollment					Classroom Enrollment					Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED			
	K	1	2	3	4	5	C-K	C-1	C-2	C-3						C-4	C-5	
Cather	21	13	15	28	16	25	24	24	24	25	24	20						
	19		16		15		24	24	24	26	24	20						
Total Students	40	13	31	28	31	25	48	48	48	51	48	40		451	2	1	450	451
Total Teachers	2	1	2	1	2	1	2	2	2	2	2	2		21				21.0
Classroom Avg	20.0	13.0	15.5	28.0	15.5	25.0	24.0	24.0	24.0	25.5	24.0	20.0		21				21

Elementary	Classroom Enrollment					Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED		
	K	1	2	3	4							5	
Cody	21	15	19	20	14	14	8						
	20	13	21		15	15	7						
	15						8						
Total Students	41	43	40	20	29	29	23		225	-1	1	224	202
Total Teachers	2	3	2	1	2	2	3		15				12
Classroom Avg	20.5	14.3	20.0	20.0	14.5	14.5	7.7		15				17

Elementary	Classroom Enrollment					Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED		
	K	1	2	3	4						5	
Cottonwood	23	20	23	21	22	20						
	22	19	24	21	23	18						
				20	22	20						
Total Students	45	39	47	62	67	58		318	-1	3	315	318
Total Teachers	2	2	2	3	3	3		15				15
Classroom Avg	22.5	19.5	23.5	20.7	22.3	19.3		21				21

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED
Disney	20	17	21	18	28	19	6					
	20	17	20	18	27	19	6					
		19		18								
Total Students	40	53	41	54	55	38	12	293	1	7	286	281
Total Teachers	2.0	3	2	3	2	2	2	16.0				14
Classroom Avg	20.0	17.7	20.5	18.0	27.5	19.0	6.0	18				20

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED
Harvey Oaks	23	18	19	23	22	26					
	23	20	20	22	23	24					
Total Students	46	38	39	45	45	50	263	0	10	253	263
Total Teachers	2.0	2	2	2	2	2	12.0				12
Classroom Avg	23.0	19.0	19.5	22.5	22.5	25.0	22				22

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED
Hitchcock	20	17	18	14	19	18					
	20	15	19	14	19	18					
Total Students	40	32	37	28	38	36	211	0	1	210	211
Total Teachers	2.0	2	2	2	2	2	12.0				12
Classroom Avg	20.0	16.0	18.5	14.0	19.0	18.0	18				18

	K	1	2	3	4	3-4	5	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED
Holling Heights	17	21	23	22	19	21	21					
	19	19	24	22	19		21					
	18	21					19					
Total Students	54	61	47	44	38	21	61	326	-3	6	320	326
Total Teachers	3.0	3	2	2	2	1	3	16.0				16
Classroom Avg	18.0	20.3	23.5	22.0	19.0	21.0	20.3	20				20

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED
Ezra Millard	20	21	22	23	25	19	8					
	20	20	22	22	23	19	5					
	20	21	22	23	23	20						
	20											
Total Students	80	62	66	68	71	58	13	418	-1	2	416	405
Total Teachers	4.00	3	3	3	3	3	2	21				19
Classroom Avg	20.0	20.7	22.0	22.7	23.7	19.3	7	20				21

	K	1	2	3	4	5	M-K	M1-3	M4-5	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED
Montclair	24	18	21	23	22	18	23	24	19	7					
	24	19	24	22	20	17	21	22	18						
							21	24	21						
								24	17						
								25							
								24							
Total Students	48	37	45	45	42	35	65	143	75	7	542	0	-8	550	535
Total Teachers	2	2	2	2	2	2	3	6	4	1	26				25
Classroom Avg	24.0	18.5	22.5	22.5	21.0	17.5	21.7	23.8	18.8	7.0	21				21

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED
Morton	18	20	21	20	21	24	10					
	18	19	21	20	21	22	10					
	16	20	21	21		25						
Total Students	52	59	63	61	42	71	20	368	3	7	361	348
Total Teachers	3	3	3	3	2	3	2	19				17.0
Classroom Avg	17.3	19.7	21.0	20.3	21.0	23.7	10.0	19				20

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED
Neihardt	21	21	19	23	22	24					
	18	21	20	24	22	22					
	18	20	18	23	21	23					
	19	22	18	21	20	24					
	19	21	19		21						
Total Students	95	105	94	91	106	93	584	-6	-5	589	584
Total Teachers	5.0	5	5	4	5	4	28.0				28.0
Classroom Avg	19.0	21.0	18.8	22.8	21.2	23.3	21				21

	K	1	2	3	4	5	M-K	M-1	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size Size W/out SPED
Norris	22	16	20	22	17	19	19	24	8					
	22	16	20	23	16	20			7					
									6					
Total Students	44	32	40	45	33	39	19	24	21	297	0	-11	308	276
Total Teachers	2.0	2	2	2	2	2	1	1	3	17.0				14
Classroom Avg	22.0	16.0	20.0	22.5	16.5	19.5	19.0	24.0	7.0	17				20

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size Size W/out SPED
Rockwell	25	20	17	17	24	20	12					
	24	19	18	19	25	17	13					
		19	18	18		20						
Total Students	49	58	53	54	49	57	25	345	3	10	335	320
Total Teachers	2.0	3	3	3	2	3	2	18.0				16.0
Classroom Avg	24.5	19.3	17.7	18.0	24.5	19.0	12.5	19				20

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size Size W/out SPED
Rohwer	21	25	22	18	26	24	4					
	20	24	23	23	27	24	6					
	21	24	16	22	26	24						
	21	24	22	23								
Total Students	83	97	83	86	79	72	10	510	4	26	484	500
Total Teachers	4.0	4	4	4	3	3	2	24.0				22
Classroom Avg	20.8	24.3	20.8	21.5	26.3	24.0	5.0	21				23

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size Size W/out SPED
Sandoz	24	22	19	24	25	20						
	25	24	19	23	24	21						
			18			21						
Total Students	49	46	56	47	49	62		309	-1	4	305	309
Total Teachers	2	2	3	2	2	3		14				14
Classroom Avg	24.5	23.0	18.7	23.5	24.5	20.7		22				22

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size Size W/out SPED
Wheeler	23	26	22	26	26	28	12					
	24	19	23	25	26	28	13					
	23	24	22	25	26	25						
	25	24	22									
	22		22									
Total Students	117	93	111	76	78	81	25	581	5	17	564	556
Total Teachers	5	4	5	3	3	3	2	25				23
Classroom Avg	23.4	23.3	22.2	25.3	26.0	27.0	12.5	23				24

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size Size W/out SPED
Willowdale	21	17	23	23	22	27						
	23	17	21	24	22	26						
	23	17	23	22	22	26						
Total Students	67	51	67	69	66	79		399	3	2	397	399
Total Teachers	3.0	3	3	3	3	3		18.0				18
Classroom Avg	22.3	17.0	22.3	23.0	22.0	26.3		22				22

Elementary Totals	Grade	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size Size W/out SPED
Students		1505	1443	1452	1435	1399	1407	169	8810	9	101	8709	8641
Teachers		71.0	71.0	68.0	65.5	63.5	65.0	21.0	425.0				404.0
Classroom Avg		21.2	20.3	21.4	21.9	22.0	21.6	8.0					21

	6	7	8	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment
Andersen MS	248	243	282	10	773	2	13	760
Beadle MS	184	226	185	15	595	2	4	591
Central MS	260	286	313	16	859	-2	-6	865
Kiewit MS	295	359	334	9	988	-6	-4	992
North MS	213	186	227	23	626	4	-6	632
Russell MS	277	238	289	8	804	2	4	800
MS Alternative	11	4	12		27	2	13	14
Totals	1488	1542	1642	81	4672	4	18	4654

	9	10	11	12	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment
North HS	565	567	608	498	22	2238	1	-44	2282
South HS	499	509	439	419	17	1866	-6	-47	1913
West HS	460	461	441	372	13	1734	-10	-42	1776
Millard Learning Center	0	0	26	50		76	-6	-17	93
Totals	1524	1537	1514	1339	52	5914	-21	-150	6064
Contracted SPED						42	2	11	31
Young Adult Program						41	1	2	39
Total District Enrollment						19479	-5	-18	19497

AGENDA SUMMARY SHEET

AGENDA ITEM: Revised, Final Projections

Meeting Date: May 3, 2004

Department: Planning and Evaluation

Title and Brief Description: Projections for the following fall are first completed in December. Then revisions are made through the spring semester, based on transfers, options, kindergarten roundup, and growth/loss during the year.

Action Desired: Approval ___ Discussion x Information Only ___

Background: These revised figures reflect some changes in certain buildings, although the overall growth is similar to what had been previously predicted.

Options/Alternatives Considered: N.A.

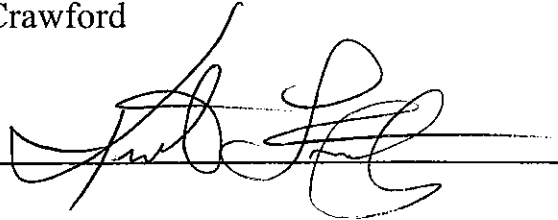
Recommendations: Use for planning purposes for the 2004-05 school year.

Strategic Plan Reference: To meet the mission of the district.

Implications of Adoption/Rejection: N.A.

Timeline: Begin using results immediately.

Responsible Persons: John Crawford

Superintendent's Signature: 

FINAL Projections for 2004-05

	Proj K 2004	Proj 1st 2004	Proj 2nd 2004	Proj 3rd 2004	Proj 4th 2004	Proj 5th 2004	self cont	Projected Total	Official End-of- Sept. 2003	Difference
Abbott	62	82	84	70	78	79		455	462	-7
Ackerman	95	85	117	109	97	105	14	622	580	42
Aldrich	68	64	53	60	65	55		365	350	15
Black Elk	88	95	108	93	112	90		586	578	8
Bryan	65	63	55	74	62	55		374	372	2
Cather	70	88	60	74	79	81		452	450	2
Cody	36	38	41	41	23	24	29	232	224	8
Cottonwood	60	39	41	46	62	65		313	315	-2
Disney	48	37	56	41	48	45	11	286	286	0
Ezra Millard	72	83	62	65	72	74	12	440	416	24
Harvey Oaks	38	48	37	39	41	46		249	253	-4
Hitchcock	34	37	32	39	29	35		206	210	-4
Holling Heights	54	52	57	45	50	50		308	320	-12
Montclair	83	110	81	104	86	86	10	560	550	10
Morton	53	51	60	58	56	43	20	341	361	-20
Neihardt	96	95	102	92	91	106		582	589	-7
Norris	63	61	55	39	46	36	23	323	308	15
Rockwell	55	45	55	53	53	47	17	325	335	-10
Rohwer	107	90	105	86	93	84	14	579	484	95
Sandoz	50	46	47	55	46	49		293	305	-12
Wheeler	111	126	96	118	80	86	22	639	564	75
Willowdale	62	70	52	71	74	66		395	397	-2
	1470	1505	1456	1472	1443	1407	172	8925	8709	216
		Proj 6th 2004	Proj 7th 2004	Proj 8th 2004	Proj Total					
AMS		257	251	238	746			760		-14
BMS		198	195	230	623			591		32
CMS		249	256	280	785			865		-80
KMS		291	306	360	957			992		-35
NMS		195	214	189	598			632		-34
RMS		260	284	241	785			800		-15
MS Alter		0	3	11	14			14		0
		1450	1509	1549	4508			4654		-146
		Proj 9th 2004	Proj 10th 2004	Proj 11th 2004	Proj 12th 2004	Proj Total				
North HS		625	570	576	609	2380		2282		98
South HS		559	500	494	440	1993		1913		80
West HS		515	463	460	435	1873		1776		97
MLC				27	66	93		93		0
		1699	1533	1557	1550	6339		6064		275
Contracted SPED	31							31		0
Young Adult Program	39							39		0
District Projected Total	19842							19497		345

May 3, 2004

AGENDA SUMMARY SHEET

AGENDA ITEM: Parent Survey Results, Spring 2004

Meeting Date: May 3, 2004

Department: Planning & Evaluation

Title and Brief Description: Each spring a random sample of students' parents are selected for a survey; this year 2,890 surveys were sent out (approximately 15% of the student population) to parents. A total of 1,331 were returned for an overall return rate of 46.1%. The elementary return rate was 48.3% and the secondary figure was 43.9%.

Action Desired: Approval ___ Discussion x Information Only ___

Background: The parent survey is one part of a battery of Effective School surveys that are administered throughout the district (other instruments are given to certified staff, support staff, and students in grades 5-12). The percent of parents rating their school overall with a grade of "A" or "B" is as high as it has ever been – 93.9%.

Options/Alternatives Considered: N.A.

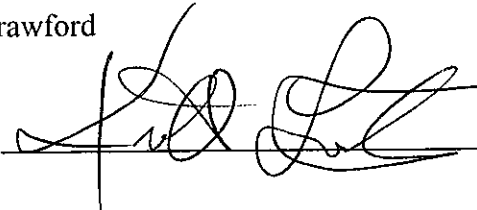
Recommendations: Use item-level and overall results for school and district-level planning. If one calculates a "GPA" for each school, based on the grade given by parents, results show that GPA is significantly correlated with school achievement (meaning that it is possible to predict achievement, knowing the parent ratings).

Strategic Plan Reference: To meet the mission of the district.

Implications of Adoption/Rejection: N.A.

Timeline: Begin using results immediately.

Responsible Persons: John Crawford

Superintendent's Signature: 

Elementary Parent Climate Survey Spring 2004

My child is treated with respect at school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	502	73.2	73.5	73.5
	A Majority of the Time	165	24.1	24.2	97.7
	Some of the Time	16	2.3	2.3	100.0
	Total	683	99.6	100.0	
Missing	System	3	.4		
Total		686	100.0		

My child likes his or her school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	525	76.5	77.1	77.1
	A Majority of the Time	142	20.7	20.9	97.9
	Some of the Time	13	1.9	1.9	99.9
	Almost Never	1	.1	.1	100.0
	Total	681	99.3	100.0	
Missing	System	5	.7		
Total		686	100.0		

The students at my child's school care about each other.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	267	38.9	39.1	39.1
	A Majority of the Time	347	50.6	50.8	89.9
	Some of the Time	66	9.6	9.7	99.6
	Almost Never	3	.4	.4	100.0
	Total	683	99.6	100.0	
Missing	System	3	.4		
Total		686	100.0		

Students at my child's school respect each others property.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	268	39.1	39.4	39.4
	A Majority of the Time	351	51.2	51.6	91.0
	Some of the Time	59	8.6	8.7	99.7
	Almost Never	2	.3	.3	100.0
	Total	680	99.1	100.0	
Missing	System	6	.9		
Total		686	100.0		

My child is safe at school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	554	80.8	80.8	80.8
	A Majority of the Time	127	18.5	18.5	99.3
	Some of the Time	5	.7	.7	100.0
	Total	686	100.0	100.0	

I agree with the school rules.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	481	70.1	70.4	70.4
	A Majority of the Time	177	25.8	25.9	96.3
	Some of the Time	24	3.5	3.5	99.9
	Almost Never	1	.1	.1	100.0
	Total	683	99.6	100.0	
Missing	System	3	.4		
Total		686	100.0		

My child is safe on the way to and from school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	522	76.1	76.9	76.9
	A Majority of the Time	135	19.7	19.9	96.8
	Some of the Time	19	2.8	2.8	99.6
	Almost Never	3	.4	.4	100.0
	Total	679	99.0	100.0	
Missing	System	7	1.0		
Total		686	100.0		

The rules are followed by the students at this school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	297	43.3	43.3	43.3
	A Majority of the Time	363	52.9	52.9	96.2
	Some of the Time	25	3.6	3.6	99.9
	Almost Never	1	.1	.1	100.0
	Total	686	100.0	100.0	

This school is concerned with safety.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	563	82.1	82.2	82.2
	A Majority of the Time	108	15.7	15.8	98.0
	Some of the Time	14	2.0	2.0	100.0
	Total	685	99.9	100.0	
Missing	System	1	.1		
Total		686	100.0		

My child understands the consequences of his or her actions.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	480	70.0	70.1	70.1
	A Majority of the Time	190	27.7	27.7	97.8
	Some of the Time	15	2.2	2.2	100.0
	Total	685	99.9	100.0	
Missing	System	1	.1		
Total		686	100.0		

Teachers do a good job of preventing students from misbehaving.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	378	55.1	55.2	55.2
	A Majority of the Time	274	39.9	40.0	95.2
	Some of the Time	30	4.4	4.4	99.6
	Almost Never	3	.4	.4	100.0
	Total	685	99.9	100.0	
Missing	System	1	.1		
Total		686	100.0		

There are fights at my child's school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost Never	564	82.2	83.4	83.4
	Some of the Time	91	13.3	13.5	96.9
	A Majority of the Time	1	.1	.1	97.0
	Almost all of the Time	20	2.9	3.0	100.0
	Total	676	98.5	100.0	
Missing	System	10	1.5		
Total		686	100.0		

Teachers are fair when dealing with students who misbehave.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	362	52.8	53.2	53.2
	A Majority of the Time	267	38.9	39.2	92.4
	Some of the Time	51	7.4	7.5	99.9
	Almost Never	1	.1	.1	100.0
	Total	681	99.3	100.0	
Missing	System	5	.7		
Total		686	100.0		

The work assigned to my child challenges him or her.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	348	50.7	50.9	50.9
	A Majority of the Time	278	40.5	40.6	91.5
	Some of the Time	57	8.3	8.3	99.9
	Almost Never	1	.1	.1	100.0
	Total	684	99.7	100.0	
Missing	System	2	.3		
Total		686	100.0		

I feel that my child is learning from his or her teacher.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	475	69.2	69.5	69.5
	A Majority of the Time	178	25.9	26.1	95.6
	Some of the Time	29	4.2	4.2	99.9
	Almost Never	1	.1	.1	100.0
	Total	683	99.6	100.0	
Missing	System	3	.4		
Total		686	100.0		

If my child needs extra help, it is offered at this school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	422	61.5	62.0	62.0
	A Majority of the Time	201	29.3	29.5	91.5
	Some of the Time	53	7.7	7.8	99.3
	Almost Never	5	.7	.7	100.0
	Total	681	99.3	100.0	
Missing	System	5	.7		
Total		686	100.0		

There is sufficient focus on academics in my child's school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	509	74.2	74.3	74.3
	A Majority of the Time	154	22.4	22.5	96.8
	Some of the Time	19	2.8	2.8	99.6
	Almost Never	3	.4	.4	100.0
	Total	685	99.9	100.0	
Missing	System	1	.1		
Total		686	100.0		

What my child is learning in school is important.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	535	78.0	78.2	78.2
	A Majority of the Time	147	21.4	21.5	99.7
	Some of the Time	2	.3	.3	100.0
	Total	684	99.7	100.0	
Missing	System	2	.3		
Total		686	100.0		

I am satisfied with the curriculum at my child's school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	432	63.0	63.4	63.4
	A Majority of the Time	219	31.9	32.2	95.6
	Some of the Time	29	4.2	4.3	99.9
	Almost Never	1	.1	.1	100.0
	Total	681	99.3	100.0	
Missing	System	5	.7		
Total		686	100.0		

School is preparing my child to be successful in life.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	469	68.4	68.6	68.6
	A Majority of the Time	190	27.7	27.8	96.3
	Some of the Time	24	3.5	3.5	99.9
	Almost Never	1	.1	.1	100.0
	Total	684	99.7	100.0	
Missing	System	2	.3		
Total		686	100.0		

I am satisfied with the instruction at my child's school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	425	62.0	62.2	62.2
	A Majority of the Time	225	32.8	32.9	95.2
	Some of the Time	32	4.7	4.7	99.9
	Almost Never	1	.1	.1	100.0
	Total	683	99.6	100.0	
Missing	System	3	.4		
Total		686	100.0		

Teachers inform me of my child's progress in class.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	435	63.4	63.7	63.7
	A Majority of the Time	203	29.6	29.7	93.4
	Some of the Time	43	6.3	6.3	99.7
	Almost Never	2	.3	.3	100.0
	Total	683	99.6	100.0	
Missing	System	3	.4		
Total		686	100.0		

If I have questions, the staff at this school will answer them.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	572	83.4	83.7	83.7
	A Majority of the Time	99	14.4	14.5	98.2
	Some of the Time	12	1.7	1.8	100.0
	Total	683	99.6	100.0	
Missing	System	3	.4		
Total		686	100.0		

Staff at the school keep me well informed.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	409	59.6	60.1	60.1
	A Majority of the Time	220	32.1	32.4	92.5
	Some of the Time	47	6.9	6.9	99.4
	Almost Never	4	.6	.6	100.0
	Total	680	99.1	100.0	
Missing	System	6	.9		
Total		686	100.0		

I am provided opportunities to become involved in the school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	556	81.0	81.5	81.5
	A Majority of the Time	109	15.9	16.0	97.5
	Some of the Time	14	2.0	2.1	99.6
	Almost Never	3	.4	.4	100.0
	Total	682	99.4	100.0	
Missing	System	4	.6		
Total		686	100.0		

I think parent/teacher conferences are important.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	633	92.3	93.4	93.4
	A Majority of the Time	34	5.0	5.0	98.4
	Some of the Time	11	1.6	1.6	100.0
	Total	678	98.8	100.0	
Missing	System	8	1.2		
Total		686	100.0		

If my child is having problems I can talk to his or her teacher.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	592	86.3	86.8	86.8
	A Majority of the Time	79	11.5	11.6	98.4
	Some of the Time	10	1.5	1.5	99.9
	Almost Never	1	.1	.1	100.0
	Total	682	99.4	100.0	
Missing	System	4	.6		
Total		686	100.0		

Teachers at this school want the school to be the best.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	532	77.6	78.0	78.0
	A Majority of the Time	133	19.4	19.5	97.5
	Some of the Time	17	2.5	2.5	100.0
	Total	682	99.4	100.0	
Missing	System	4	.6		
Total		686	100.0		

The principal does a good job.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	500	72.9	73.6	73.6
	A Majority of the Time	148	21.6	21.8	95.4
	Some of the Time	29	4.2	4.3	99.7
	Almost Never	2	.3	.3	100.0
	Total	679	99.0	100.0	
Missing	System	7	1.0		
Total		686	100.0		

When I have concerns about my child, I can get them resolved.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	491	71.6	71.9	71.9
	A Majority of the Time	164	23.9	24.0	95.9
	Some of the Time	26	3.8	3.8	99.7
	Almost Never	2	.3	.3	100.0
	Total	683	99.6	100.0	
Missing	System	3	.4		
Total		686	100.0		

The principal cares about the school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	583	85.0	85.7	85.7
	A Majority of the Time	79	11.5	11.6	97.4
	Some of the Time	17	2.5	2.5	99.9
	Almost Never	1	.1	.1	100.0
	Total	680	99.1	100.0	
Missing	System	6	.9		
Total		686	100.0		

I can talk with the principal when I have suggestions, questions or concerns.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	496	72.3	72.7	72.7
	A Majority of the Time	142	20.7	20.8	93.5
	Some of the Time	35	5.1	5.1	98.7
	Almost Never	9	1.3	1.3	100.0
	Total	682	99.4	100.0	
Missing	System	4	.6		
Total		686	100.0		

I would like to see stricter rules at my child's school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	No	598	87.2	88.3	88.3
	Yes	79	11.5	11.7	100.0
	Total	677	98.7	100.0	
Missing	System	9	1.3		
Total		686	100.0		

My child reads well for the grade he or she is in.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Yes	573	83.5	84.4	84.4
	No	106	15.5	15.6	100.0
	Total	679	99.0	100.0	
Missing	System	7	1.0		
Total		686	100.0		

My child does math problems well for the grade he or she is in.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Yes	600	87.5	88.6	88.6
	No	77	11.2	11.4	100.0
	Total	677	98.7	100.0	
Missing	System	9	1.3		
Total		686	100.0		

My child writes well for the grade he or she is in.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Yes	544	79.3	80.5	80.5
	No	132	19.2	19.5	100.0
	Total	676	98.5	100.0	
Missing	System	10	1.5		
Total		686	100.0		

I am satisfied with the quality of the reports I receive from the school concerning my child's progress.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Yes	617	89.9	90.5	90.5
	No	65	9.5	9.5	100.0
	Total	682	99.4	100.0	
Missing	System	4	.6		
Total		686	100.0		

If I were to assign a letter grade to my child's school, it would be:

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	A	465	67.8	68.3	68.3
	B	193	28.1	28.3	96.6
	C	19	2.8	2.8	99.4
	D	4	.6	.6	100.0
	Total	681	99.3	100.0	
Missing	System	5	.7		
Total		686	100.0		

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My child is treated with respect at school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	338	52.4	52.6	52.6
	A Majority of the Time	253	39.2	39.3	91.9
	Some of the Time	49	7.6	7.6	99.5
	Almost Never	3	.5	.5	100.0
	Total	643	99.7	100.0	
Missing	System	2	.3		
Total		645	100.0		

My child likes his or her school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	343	53.2	53.3	53.3
	A Majority of the Time	235	36.4	36.5	89.9
	Some of the Time	51	7.9	7.9	97.8
	Almost Never	14	2.2	2.2	100.0
	Total	643	99.7	100.0	
Missing	System	2	.3		
Total		645	100.0		

The students at my child's school care about each other.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	125	19.4	19.6	19.6
	A Majority of the Time	340	52.7	53.2	72.8
	Some of the Time	165	25.6	25.8	98.6
	Almost Never	9	1.4	1.4	100.0
	Total	639	99.1	100.0	
Missing	System	6	.9		
Total		645	100.0		

Students at my child's school respect each other's property.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	111	17.2	17.3	17.3
	A Majority of the Time	345	53.5	53.9	71.3
	Some of the Time	165	25.6	25.8	97.0
	Almost Never	19	2.9	3.0	100.0
	Total	640	99.2	100.0	
Missing	System	5	.8		
Total		645	100.0		

My child is safe at school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	437	67.8	68.0	68.0
	A Majority of the Time	191	29.6	29.7	97.7
	Some of the Time	13	2.0	2.0	99.7
	Almost Never	2	.3	.3	100.0
	Total	643	99.7	100.0	
Missing	System	2	.3		
Total		645	100.0		

I agree with the school's rules.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	366	56.7	57.0	57.0
	A Majority of the Time	235	36.4	36.6	93.6
	Some of the Time	39	6.0	6.1	99.7
	Almost Never	2	.3	.3	100.0
	Total	642	99.5	100.0	
Missing	System	3	.5		
Total		645	100.0		

My child is safe on the way to and from school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	419	65.0	65.2	65.2
	A Majority of the Time	193	29.9	30.0	95.2
	Some of the Time	30	4.7	4.7	99.8
	Almost Never	1	.2	.2	100.0
	Total	643	99.7	100.0	
Missing	System	2	.3		
Total		645	100.0		

The rules are followed by the students at this school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	153	23.7	23.9	23.9
	A Majority of the Time	390	60.5	60.9	84.8
	Some of the Time	90	14.0	14.1	98.9
	Almost Never	7	1.1	1.1	100.0
	Total	640	99.2	100.0	
Missing	System	5	.8		
Total		645	100.0		

This school is concerned with safety.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	471	73.0	73.4	73.4
	A Majority of the Time	153	23.7	23.8	97.2
	Some of the Time	14	2.2	2.2	99.4
	Almost Never	4	.6	.6	100.0
	Total	642	99.5	100.0	
Missing	System	3	.5		
Total		645	100.0		

My child understands the consequences of his or her actions.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	451	69.9	69.9	69.9
	A Majority of the Time	176	27.3	27.3	97.2
	Some of the Time	16	2.5	2.5	99.7
	Almost Never	2	.3	.3	100.0
	Total	645	100.0	100.0	

Teachers do a good job of preventing students from misbehaving.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	234	36.3	36.6	36.6
	A Majority of the Time	326	50.5	50.9	87.5
	Some of the Time	77	11.9	12.0	99.5
	Almost Never	3	.5	.5	100.0
	Total	640	99.2	100.0	
Missing	System	5	.8		
Total		645	100.0		

There are fights at my child's school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost Never	378	58.6	59.7	59.7
	Some of the Time	226	35.0	35.7	95.4
	Majority of the Time	17	2.6	2.7	98.1
	Almost all of the Time	12	1.9	1.9	100.0
	Total	633	98.1	100.0	
Missing	System	12	1.9		
Total		645	100.0		

Teachers are fair when dealing with students who misbehave.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	207	32.1	32.7	32.7
	A Majority of the Time	335	51.9	52.9	85.6
	Some of the Time	80	12.4	12.6	98.3
	Almost Never	11	1.7	1.7	100.0
	Total	633	98.1	100.0	
Missing	System	12	1.9		
Total		645	100.0		

There is trouble at my child's school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost Never	417	64.7	66.1	66.1
	Some of the Time	195	30.2	30.9	97.0
	Majority of the Time	11	1.7	1.7	98.7
	Almost all of the Time	8	1.2	1.3	100.0
	Total	631	97.8	100.0	
Missing	System	14	2.2		
Total		645	100.0		

The work assigned to my child challenges him or her.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	258	40.0	40.1	40.1
	A Majority of the Time	303	47.0	47.0	87.1
	Some of the Time	77	11.9	12.0	99.1
	Almost Never	6	.9	.9	100.0
	Total	644	99.8	100.0	
Missing	System	1	.2		
Total		645	100.0		

I feel that my child is learning from his or her teacher.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	275	42.6	42.7	42.7
	A Majority of the Time	327	50.7	50.8	93.5
	Some of the Time	40	6.2	6.2	99.7
	Almost Never	2	.3	.3	100.0
	Total	644	99.8	100.0	
Missing	System	1	.2		
Total		645	100.0		

If my child needs extra help, it is offered at this school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	369	57.2	57.3	57.3
	A Majority of the Time	216	33.5	33.5	90.8
	Some of the Time	51	7.9	7.9	98.8
	Almost Never	8	1.2	1.2	100.0
	Total	644	99.8	100.0	
Missing	System	1	.2		
Total		645	100.0		

There are sufficient academic opportunities available in my child's school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	413	64.0	64.1	64.1
	A Majority of the Time	196	30.4	30.4	94.6
	Some of the Time	32	5.0	5.0	99.5
	Almost Never	3	.5	.5	100.0
	Total	644	99.8	100.0	
Missing	System	1	.2		
Total		645	100.0		

What my child is learning in school is important.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	406	62.9	63.5	63.5
	A Majority of the Time	215	33.3	33.6	97.2
	Some of the Time	16	2.5	2.5	99.7
	Almost Never	2	.3	.3	100.0
	Total	639	99.1	100.0	
Missing	System	6	.9		
Total		645	100.0		

I am satisfied with the curriculum at my child's school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	373	57.8	58.5	58.5
	A Majority of the Time	234	36.3	36.7	95.1
	Some of the Time	28	4.3	4.4	99.5
	Almost Never	3	.5	.5	100.0
	Total	638	98.9	100.0	
Missing	System	7	1.1		
Total		645	100.0		

School is preparing my child to be successful in life.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	324	50.2	50.7	50.7
	A Majority of the Time	259	40.2	40.5	91.2
	Some of the Time	53	8.2	8.3	99.5
	Almost Never	3	.5	.5	100.0
	Total	639	99.1	100.0	
Missing	System	6	.9		
Total		645	100.0		

I am satisfied with the instruction at my child's school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	279	43.3	44.4	44.4
	A Majority of the Time	298	46.2	47.4	91.7
	Some of the Time	46	7.1	7.3	99.0
	Almost Never	6	.9	1.0	100.0
	Total	629	97.5	100.0	
Missing	System	16	2.5		
Total		645	100.0		

Teachers inform me of my child's progress in class.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	297	46.0	46.6	46.6
	A Majority of the Time	217	33.6	34.1	80.7
	Some of the Time	96	14.9	15.1	95.8
	Almost Never	27	4.2	4.2	100.0
	Total	637	98.8	100.0	
Missing	System	8	1.2		
Total		645	100.0		

If I have questions, the staff at this school will answer them.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	435	67.4	68.1	68.1
	A Majority of the Time	166	25.7	26.0	94.1
	Some of the Time	33	5.1	5.2	99.2
	Almost Never	5	.8	.8	100.0
	Total	639	99.1	100.0	
Missing	System	6	.9		
Total		645	100.0		

Staff at the school keep me well informed.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	294	45.6	46.1	46.1
	A Majority of the Time	242	37.5	37.9	84.0
	Some of the Time	85	13.2	13.3	97.3
	Almost Never	17	2.6	2.7	100.0
	Total	638	98.9	100.0	
Missing	System	7	1.1		
Total		645	100.0		

I am provided opportunities to become involved in the school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	374	58.0	58.8	58.8
	A Majority of the Time	187	29.0	29.4	88.2
	Some of the Time	65	10.1	10.2	98.4
	Almost Never	10	1.6	1.6	100.0
	Total	636	98.6	100.0	
Missing	System	9	1.4		
Total		645	100.0		

I think parent/teacher conferences are important.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	500	77.5	78.6	78.6
	A Majority of the Time	101	15.7	15.9	94.5
	Some of the Time	25	3.9	3.9	98.4
	Almost Never	10	1.6	1.6	100.0
	Total	636	98.6	100.0	
Missing	System	9	1.4		
Total		645	100.0		

If my child is having problems I can talk to his or her teacher.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	464	71.9	72.5	72.5
	A Majority of the Time	139	21.6	21.7	94.2
	Some of the Time	31	4.8	4.8	99.1
	Almost Never	6	.9	.9	100.0
	Total	640	99.2	100.0	
Missing	System	5	.8		
Total		645	100.0		

Teachers at this school want the school to be the best.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	374	58.0	59.1	59.1
	A Majority of the Time	225	34.9	35.5	94.6
	Some of the Time	31	4.8	4.9	99.5
	Almost Never	3	.5	.5	100.0
	Total	633	98.1	100.0	
Missing	System	12	1.9		
Total		645	100.0		

The principal and assistant principals do a good job.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	413	64.0	65.0	65.0
	A Majority of the Time	181	28.1	28.5	93.5
	Some of the Time	34	5.3	5.4	98.9
	Almost Never	7	1.1	1.1	100.0
	Total	635	98.4	100.0	
Missing	System	10	1.6		
Total		645	100.0		

When I have concerns about my child, I can get them resolved.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	365	56.6	57.8	57.8
	A Majority of the Time	207	32.1	32.8	90.6
	Some of the Time	47	7.3	7.4	98.1
	Almost Never	12	1.9	1.9	100.0
	Total	631	97.8	100.0	
Missing	System	14	2.2		
Total		645	100.0		

The principal and assistant principals care about the school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	473	73.3	75.1	75.1
	A Majority of the Time	136	21.1	21.6	96.7
	Some of the Time	18	2.8	2.9	99.5
	Almost Never	3	.5	.5	100.0
	Total	630	97.7	100.0	
Missing	System	15	2.3		
Total		645	100.0		

The principal and assistant principals listen to my suggestions, questions or concerns.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost all of the time	337	52.2	54.6	54.6
	A Majority of the Time	202	31.3	32.7	87.4
	Some of the Time	62	9.6	10.0	97.4
	Almost Never	16	2.5	2.6	100.0
	Total	617	95.7	100.0	
Missing	System	28	4.3		
Total		645	100.0		

I would like to see stricter rules at my child's school.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	No	496	76.9	78.7	78.7
	Yes	134	20.8	21.3	100.0
	Total	630	97.7	100.0	
Missing	System	15	2.3		
Total		645	100.0		

My child reads well for the grade he or she is in.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Yes	524	81.2	82.3	82.3
	No	113	17.5	17.7	100.0
	Total	637	98.8	100.0	
Missing	System	8	1.2		
Total		645	100.0		

My child does math problems well for the grade he or she is in.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Yes	525	81.4	82.4	82.4
	No	112	17.4	17.6	100.0
	Total	637	98.8	100.0	
Missing	System	8	1.2		
Total		645	100.0		

My child writes well for the grade he or she is in.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Yes	492	76.3	77.2	77.2
	No	145	22.5	22.8	100.0
	Total	637	98.8	100.0	
Missing	System	8	1.2		
Total		645	100.0		

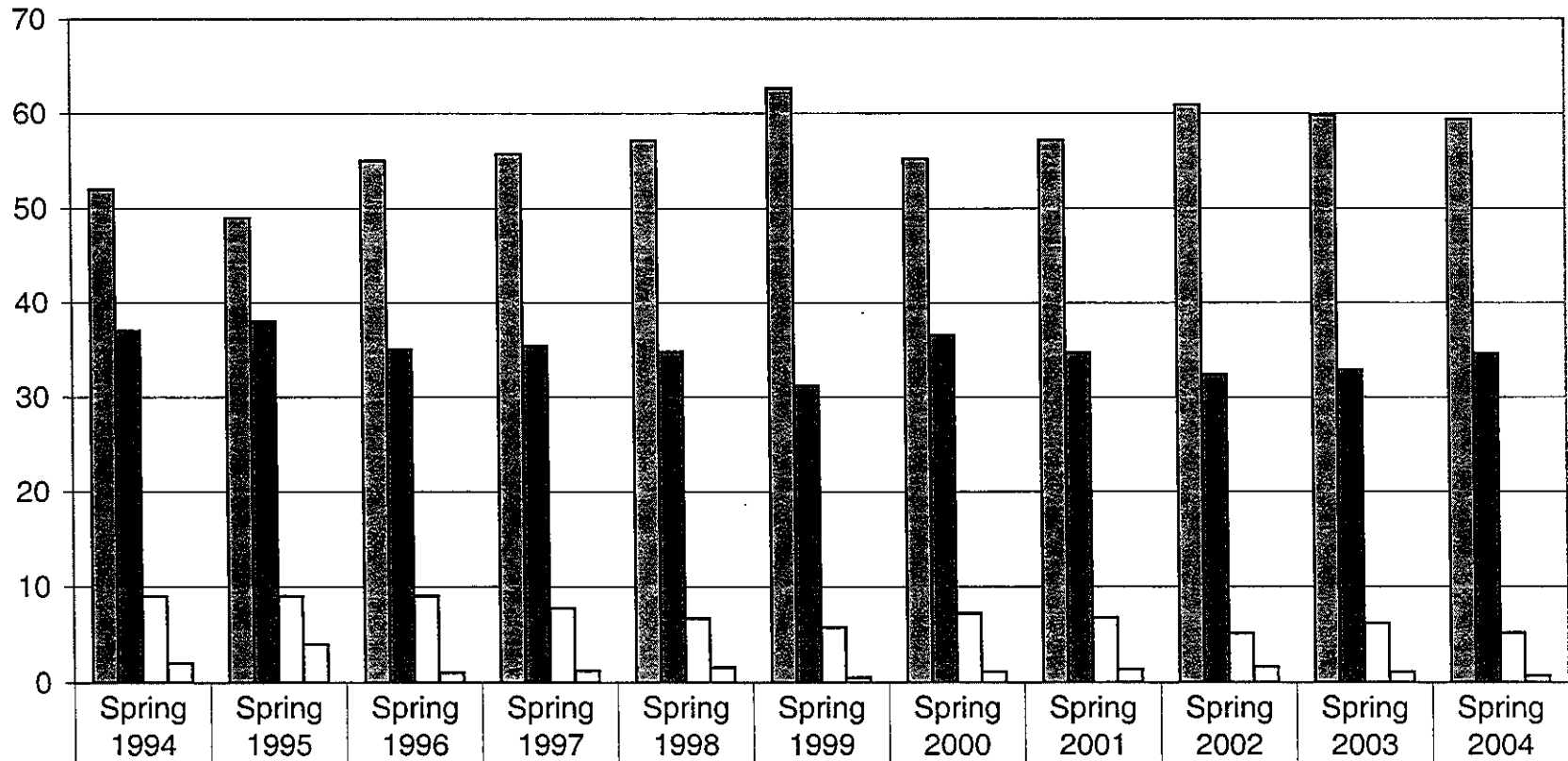
I am satisfied with the quality of the reports I receive from the school concerning my child's progress.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Yes	554	85.9	87.0	87.0
	No	83	12.9	13.0	100.0
	Total	637	98.8	100.0	
Missing	System	8	1.2		
Total		645	100.0		

If I were to assign a letter grade to my child's school, it would be:

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	A	314	48.7	49.7	49.7
	B	261	40.5	41.3	91.0
	C	49	7.6	7.8	98.7
	D	5	.8	.8	99.5
	F	3	.5	.5	100.0
	Total	632	98.0	100.0	
Missing	System	13	2.0		
Total		645	100.0		

Historical Parent Data Districtwide - What grade would you give your schools? (Percent responding A, B, C, D or F)



■ % A	52	49	55	55.7	57.1	62.6	55.2	57.1	60.9	59.8	59.3
■ % B	37	38	35	35.4	34.8	31.2	36.5	34.7	32.4	32.9	34.6
□ % C	9	9	9	7.7	6.7	5.7	7.2	6.8	5.1	6.2	5.2
□ % D or F	2	4	1	1.2	1.6	0.5	1.1	1.4	1.6	1.1	0.7