

**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

Linda Poole - Vice President

Brad Durrell

Brad Durrell - Secretary

[Redacted]

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NOTICE OF MEETING
SCHOOL DISTRICT NO. 17

THE DAILY RECORD

BOARD OF EDUCATION MEETING - MAY 3, 2004

NAME:

REPRESENTING:

Steve Schuman

Palmer

Trish Lanning

UNL Student

Erik Chaussep

Abbott

Ray Arnold

Kurt & Rock

Steve Nichols

Sherman Williams

Carol Holder

Ackerman

Linda Taylor

Skate Land

Pat Bedbaw

Black Elk

Ben Mordant

Black Elk

Mary Morrissey

Black Elk

The Club

Black Elk

BOARD OF EDUCATION MEETING - MAY 3, 2004

NAME:

DeEtta Wancowicz

REPRESENTING:

Krechner Headache Clinic

BOARD OF EDUCATION MEETING - MAY 3, 2004

NAME:

REPRESENTING:

Tess Bryn

Student MW

James Septar

Student MW

Scott + Herrig

Student MW

~~Mallory McIsaac~~

~~STUDENT MW~~

Doug Charvat

student MW

Tony Leuy

MEA

Travis Stole

Miller

Brandon Blakemore

West

Janev Strabel

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

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

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

comments on agenda items only. Please make sure a request form is given to the Board President prior to the meeting.

Administrative Memorandum

May 3, 2004

Page 2

5710.1 – Pupil Services – Student Records. (See enclosure.)

5720.1 – Pupil Services – Records Retention and Disposition. (See enclosure.)

Hf Motion by

seconded by

Rule 6700.6 -

Administrative Memorandum

May 3, 2004

Page 3

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

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 Reception Dinner, Wednesday, May 19, 2004 at the Grandtowers~~

Club

5. Graduation on Sunday May 30, 2004 at 1:00 p.m. for Millard South High School, 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

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

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.

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

April 19, 2004
Page 3

Mrs. Stothert said she attended the Black Elk PTO meeting and one concern they expressed was

Rockwell, Sandoz, and Neihardt. Her plans are to attend more of the meetings in the next few weeks.

Mrs. Stothert will be reading at Sand...

Board of Education Minutes
April 19, 2004
Page 4

1. The Board of Education shall be pleased to accept the resignation of Mr. [REDACTED] as a member of the Board of Education, effective [REDACTED].

Motion carried.

Motion by [REDACTED] seconded by [REDACTED] carried. [REDACTED]

Board of Education Minutes
April 19, 2004
Page 5

Motion by Julie Johnson, seconded by Mike Dato, to approve Personnel Actions/Resignations:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MEMORANDUM FOR THE BOARD OF EDUCATION

[REDACTED]

Millard Public Schools
May 3, 2004

Name	Amount
CHEMICAL SUPPLY CO INC	7.20
ER & COMPANY INC	355.63
ASSOCIATES INC	2,021.53
	135.00
TOOL SUPPLY COMPANY	72.37
IONS	196.33
IC COMMUNICATION ASSOC INC	28.50
IBILITY DOT NET, LLC	960.00
JT SYSTEMS	568.00
TE LOCKSMITHS, INC	57.10
COMMUNITY TREATMENTS INC	2,033.88
PANY OUTFITTERS INC	1,479.50
NORTH CENTRAL INC	52.89
EN PIPE & SEWER CLEANING LLC	82.50
EN SERVICES INC	210.69
SONS 2201	444.28
'S ALFREY	194.00
ES OFFICE EQUIPMENT	1,398.50
, INC	676.00
CORPORATION	1,449.92
AN ASSOC. SCHOOL PERSONNEL	337.50
AN GUIDANCE SERVICE INC	62.69
AN RED CROSS HEARTLAND	20.40
ON INDUSTRIAL ENGINES	36.31
ANGLEMYER	172.00
OMPUTER, INC.	2,348.00
INDUSTRIAL TECHNOLOGIES	59.95
HEM INC	170.10
ON-BLAIR-CALHOUN TROPHIES	465.17
	1,044.00
F AND CONCRETE MATERIALS CO	67.10
ATED FIRE PROTECTION	69.50

Date: 4/26/04

Amount

5.00

6.42

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7.38

3.91

1.00

7.93

1.35

1.62

7.00

7.00

Public Schools

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

Date: 4/26/04

Vendor No	Vendor Name	Amount
131995	M. MARTHA BRUCKNER	27.00
106815	NANCY J BUDA	166.75
108335	BUDGET RENT A CAR OF OMAHA	1,504.92
020550	BUREAU OF EDUCATION & RESEARCH	835.00
106110	BRAD BURWELL	105.11
099431	BUSINESS MEDIA INC	10,691.36
131619	C E SUNDBERG CO	14.87
023831	CALLOWAY HOUSE INC	40.45
023842	CAMBRIDGE EDUCATIONAL	43.95
106806	ELIZABETH J CAREY	189.44
054237	CARL JARL LOCKSMITHS	7.50
123964	DAVE CARLSEN	90.00
123970	CAROLINA BIOLOGICAL SUPPLY CO	429.82
124061	CARQUEST AUTO PARTS	52.34
33632	CATALOG MUSIC CORP	46.91
124425	CENTRAL STATES INDUSTRIAL SUPPLY	2.20
09860	CERTIFIED FLEET SERVICE	228.83
124652	CHILDCRAFT EDUCATION CORP	300.87
06851	CHILDREN'S HOME HEALTHCARE	3,200.00
197900	CHILDSWORK CHILDSPLAY LLC	58.24
31336	CITIZENS BANK	1,602.66
32581	CLARITUS	994.28
199222	CLASSROOMDIRECT.COM	610.62
125222	DEBI CLATTERBUCK	33.13
07482	COLLEGE BOARD/MWRO	110.00
31518	COLOR INC	669.50
07324	HOWELL MOTEL DEVELOPMENT	107.92
08093	COMFORT PRODUCTS DISTRIBUTING	3,902.00
22701	SHARON R COMISAR-LANGDON	8.58
30646	COMMONWEALTH ELECTRIC	332.00
25830	GEORGE R CONRAD	619.55
26057	CONTROL MASTERS INC	7,304.04

Date: 4/26/04

Amount

20.75

08.21

99.60

16.19

98.00

45.99

23.87

30.72

49.00

82.10

29.92

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28.50

79.45

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for 5/3/04 - 5/3/04

Date: 4/26/04

	Amount
COMPANY	67.87
	105.96
	622.27
A PURPOSE	597.77
C	324.58
	1,067.79
COMPANY INC	95.60
EACHING INC	39.95
PRODUCTIONS INC	144.00
R	287.20
	47.32
	101.52
	1,176.68
	10.89
Y INC	19,868.40
IENT INC	464.44
	1,370.50
ODS COMPANY	393.62
TION	9,249.03
HING GROUP INC	47.50
IO	8,061.00
' INC	105.84
	95.00
	147.00
IS	73.44
	76.46
	282.24
INEY	897.65
	189.28
	81.00
.	386.98
ON SUPPLY INC	10.00

Date: 4/26/04

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- 5/3/04

Date: 4/26/04

	Amount
	431.02
	65.95
	75.00
	125.33
	17.10
C	150.95
	30,232.82
	163.73
	169.45
	54.10
	719.55
ORATION	50.00
	18.22
COMPANY INC	1,359.00
	2,700.18
F OMAHA	81,153.94
	5,766.88
ICE INC	278.70
	35.00
I INC	3,768.10
OLS, INC.	378.41
	48.00
, INC.	102.36
	1,081.40
RATIVE	74.00
/ARE	346.36
	3,245.00
	38.52
	3,912.30
	57.56
, INC.	168.00
	8.12

	Amount
	141.22
	279.50
	220.00
	35.06
	224.95
	28.00
SUES	163.39
PUBL.	416.83
	131.94
	278.00
	87.00
	1,575.12
TED	125.00
	6,729.82
	206.25
	198.70
	251.44
MENT	498.03
	29.70
	112.70
	356.43
	787.97
	61.20
	26.48
	1,830.00
	65.02
	12.94
	8.53
	361.23
	43.50
	54,154.49
	3,697.21

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Date: 4/26/04

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Date: 4/26/04

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Name	Amount
DIGITAL IMAGING INC	228.00
STEVENS	71.64
E STOCKMAN	614.10
PUBLISHING	50.00
SAFETY SUPPLY INC	172.70
REZ-DELGADO	74.76
SEWER SERVICE INC	1,045.50
ARNING	291.90
INC	407.55
DEO LLC	109.94
ND BROTHERS COMPANY	118.05
PER INC	669.60
VER #20	892.02
VEETMAN	88.14
RICK INC	605.49
	149.83
	199.75
CREATED MATERIALS	21.72
VIDEO COMPANY	263.90
COLLEGE PRESS	29.05
DISCOVERY	101.85
PER SALES & SERVICE INC	419.93
TETRAULT	17.52
COMPUTING	19.95
INC	63.95
C THOMPSON	48.01
HORNBLAD	139.26
	46.00
CONSTRUCTION SUPPLY	7.00
SPECIAL CHILDREN	236.70
BAY	47.40
Z	49.68

Schools

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

Date: 4/26/04

No	Vendor Name	Amount
3	ULTIMATE OFFICE INC	463.79
3	UNISOURCE	24,480.64
4	UNITED ELECTRIC SUPPLY CO INC	395.69
1	UNITED EQUIPMENT SERVICES CO INC	873.50
0	UNITED SEEDS INC.	575.00
3	UNIVERSITY OF NE AT LINCOLN	423.00
9	UNIVERSITY OF NEBRASKA KEARNEY	55.00
0	UNIVERSITY PRODUCTS, INC.	141.91
3	US ASPHALT COMPANY	8,775.00
2	US TOY CO/CONSTRUCTIVE PLAYTHINGS	429.73
5	USI INC.	532.98
3	UTA HALEE GIRLS VILLAGE	3,179.44
3	UTA HALEE GIRLS VILLAGE	60.00
0	VALENTINOS INC	352.94
0	ROSEMARIE VAN NORMAN	90.00
1	NANCY L VANIS	267.49
3	VIRCO MANUFACTURING CORP	1,258.40
3	VISITING NURSES HEALTH SERVICES	48.00
2	CONNIE L VLCEK	4.42
3	WALKER TIRE INC	2,644.77
0	CYNTHIA A WALLACE	165.89
0	WARD'S NATURAL SCIENCE EST INC	790.70
2	WATER ENGINEERING, INC.	3,782.00
3	BETHANY B WATSON	137.52
3	BECKY S WEGNER	119.88
1	TED WEIR	105.00
1	DIANA L WEIS	161.74
3	MARGARET L WELCH	1,105.82
3	WEST MUSIC COMPANY	1,007.00
3	WESTERN TRAILER LEASING INC	200.00
3	WESTLAKE ACE HARDWARE INC	319.04
3	WESTON WOODS STUDIOS INC	35.95

Date: 4/26/04

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

Date: 4/26/04

Vendor Name	Amount
RAH DIXSON	128.00
STRONIC SOUND INC.	647.72
SIE EVEANS	144.00
EL ELECTRIC INC	2,533.21
ORS INC	52,455.00
D SERVICES OF AMERICA	791.20
LEY GARYN	124.00
TY GMEINER	48.00
RAH GRANT	160.00
CLOSET	161.89
T HALLBERG	24.00
< HAMILTON	105.00
HARY HANLEY	120.00
COURT OUTLINES INC	262.08
SMITH COMPANY INC	130.62
IDON HILE	64.00
STAL L HILL	96.00
Y HOLMES	96.00
.EY HOLTHAUS	128.00
A HOWARD	160.00
EE FOOD STORE (WELCH PLAZA)	9.56
JIA	160.00
\ JOHNSTON	104.00
OY JORGENSEN	76.00
KAETER	144.00
HIE KAETER	128.00
N KLAIBER	112.00
Y KLAIBER	200.00
RTNEY LEZANIC	96.00
H MALESA	60.00
BETH MARTY	168.00
NICHOLS	128.00

ne	Amount
OLILLO	60.00
OT BUS. SVCS. DIV.	120.44
RADING COMPANY	151.84
CE CERAMICS INC	834.04
IGILLY	120.00
TROSIK	96.00
IGULA	128.00
L	105.00
ASS & MIRROR	900.00
OT	128.00
	150.00
DING	136.00
REED	32.00
Z	168.00
IGERS	200.00
ARIS	72.00
DRAFTS INC	2,340.00
SIC CENTER	10,486.00
FER	160.00
KIN	112.00
	384.45
AMP	32.00
FFER	128.00
YARD	80.00
DERVEEN	32.00
EE WENNSTEDT	160.00
AMS	24.00
TMAN	140.00

Total for ACTIVITY FUND	82,446.92
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Report Total	1,416,639.50
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r 4/22/04 - 4/22/04

Date: 4/22/04

	Amount
	561.00
G	120.00
TY	75.00
TY	25.00
TENSION	56.00
	43.00
DENSURE	45.00
- GARDENS	42.00
	2,169.00
	619.00
	250.00
Y COLLEGE ASSOC	35.00
ROL	100.00
	480.00
	65.00
:	2,144.73
CT	90.00
SERVICE CO	151.70
OGY	176.67
STEM	15.00
	66.30
	45.00
CIAL LINES	667.00
ER	649.16
(LEASES)	135,677.64
GENERAL FUND	144,368.20
	40,252.56
	-324.74
SPECIAL BUILDING	39,927.82
ILLE	450.00
GRANT FUND	450.00

Schools

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

Date: 4/22/04

No	Vendor Name	Amount
3	KERRY KEELAN-DINEEN	100.00
5	JAYNE MACHOLAN	75.00
5	NEBRASKA BRASS	150.00
3	RITA PASKOWITZ	500.00
3	MARY HELEN PELTON	500.00
Total for ACTIVITY FUND		1,325.00
Report Total		186,071.02

4/15/04

Date: 4/15/04

	Amount
	120.00
N	1,611.19
	300.00
	420.00
DL	90.00
	255.00
	241.21
	154.67
	188.00
	675.40
GENERAL FUND	4,055.47
	6,370.00
GENERAL BUILDING	6,370.00
	98.00
ARTS CENTER	45.00
T FUND	143.00
Report Total	10,568.47

illard Public Schools

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

Date: 4/26/04

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

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

D _____

Personnel

Code of Ethics

4155.1

Standards of Ethical and Professional Performance

Preamble

The Millard Board of Education hereby endorses and...

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

8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the

shall consent to the Commission: (a) shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation

of paragraph C, E or D above Principle I, number 7; Principle II, number 6; or Principle III, number 1.

5. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United

~~States and shall not engage in any activity that would reflect unfavorably on the public confidence in the judicial system.~~

7.

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.

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 athletics are covered under this plan.

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 reports to, set out of participation in immunization physical examinations.~~

Pupil Services

Student Health

5600.3

Physical Examination, Immunization, and Inspection

1. Physical Examination, Immunization, and Inspection

2. Physical Examination, Immunization, and Inspection

3. Physical Examination, Immunization, and Inspection

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23. Physical Examination, Immunization, and Inspection

24. Physical Examination, Immunization, and Inspection

25. Physical Examination, Immunization, and Inspection

26. Physical Examination, Immunization, and Inspection

27. Physical Examination, Immunization, and Inspection

28. Physical Examination, Immunization, and Inspection

29. Physical Examination, Immunization, and Inspection

30. Physical Examination, Immunization, and Inspection

31. Physical Examination, Immunization, and Inspection

32. Physical Examination, Immunization, and Inspection

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D. The District inspections shall be conducted during the first quarter of each school year.

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. § 12201, the District shall

Related Policy: 5600P

Local Reference: 2011 S.C. 8 12201

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

Revised: 11/20/1995; 12/4/2000; 8/6/2001;
12/15/2003; _____, 2004.

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

Pupil Services

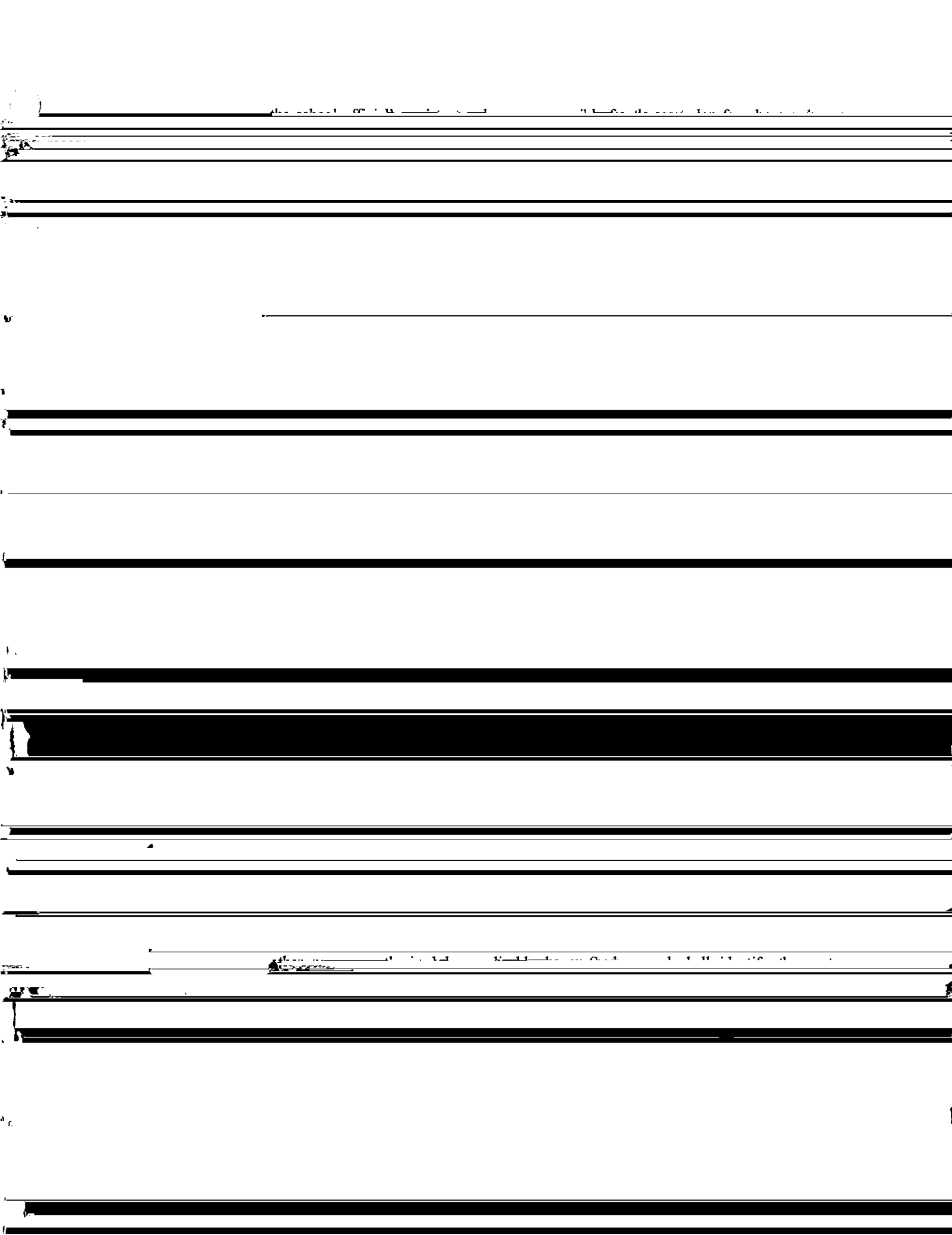
Student Records

55101

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

disciplinary action against such student for conduct that posed a significant risk to the safety of



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.

Organizations conducting studies for or on behalf of educational agencies or institutions

for the purpose of developing, validating, or administering predictive tests, administering

V. Directory Information.

public in response to a request thereof, the categories of personally identifiable information which the District has specified as being exempt from disclosure to the public.

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,

opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate

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

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

May 3, 2004

AGENDA ITEM

MEETING DATE: May 3, 2004

DEPARTMENT: Pupil Services

TITLE AND BRIEF DESCRIPTION

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:

2. Record of dates of attendance.
3. Grade level completed.
4. Transcript of classes taken with grades and credits received.

14. Life Skills Assessment results.

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.

2. All records including disciplinary records for all students who complete the COL and

3. [REDACTED]

4. [REDACTED]

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96. [REDACTED]

97. [REDACTED]

98. [REDACTED]

99. [REDACTED]

100. [REDACTED]

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, 2000; July 16, 2001; July 17, 2002

AGENDA SUMMARY SHEET

Meeting Date:

May 3, 2004

Registration

Deliberations

Title and Brief

Description

Date and Time

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

Enclosure H.7.
May 3, 2004

MEMORANDUM FOR THE DIRECTOR

RE: [REDACTED]

MEMORANDUM FOR THE DIRECTOR

RE: [REDACTED]

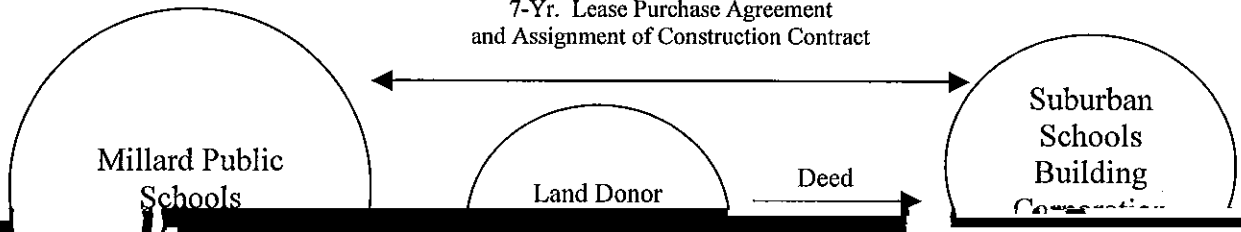
MEMORANDUM

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 on

Monday evening. In an effort to provide some understanding of how these documents fit together, I've

Elementary #23 Construction & Payments



May 3, 2004
Omaha, Nebraska

Printed on 04/23/2004 10:11:11 AM

CERTIFICATES OF PARTICIPATION IN THE DISTRICT'S LEASE DEBT

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, [REDACTED]

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

examining certain details of the Certificate and to their respective duties

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

delivery of the Agreement, and the issuance, sale, and delivery of the Certificates as

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 Assistant Secretary, Treasurer, or Secretary

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

TABLE OF CONTENTS

Page

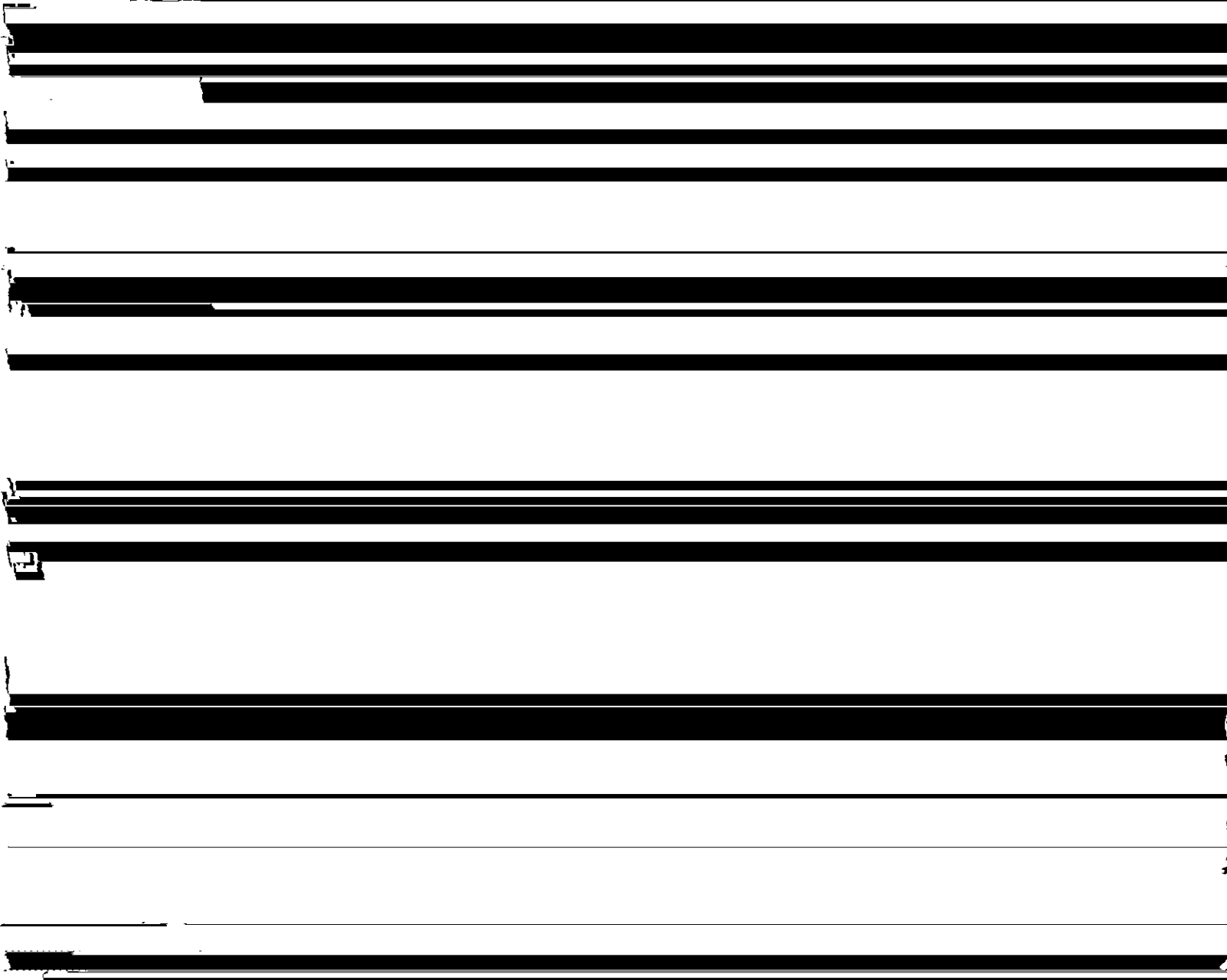
ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.01.	Definitions.....	1
Section 1.02.	Exhibits	3

ARTICLE II

~~REPRESENTATIONS, WARRANTIES AND COVENANTS~~



ARTICLE III

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.01. Liability Insurance 10
Section 6.02. Requirements for All Insurance 10

Section 6.03. Workers' Compensation Insurance 10
Section 6.04. Requirements for All Insurance 10
Section 6.05. Self-Insurance 11
Section 6.06. Lessee's Negligence..... 11
Section 6.07. Damage To or Destruction of Project 11

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.01. Use; Permits 11
Section 7.02. Maintenance of Project and Premises by Lessee 11
Section 7.03. Taxes, Other Governmental Charges and Utility Charges..... 12
Section 7.04. Net Lease 12

ARTICLE XI

ASSIGNMENT SURREASING MORTGAGING AND SETTING

Section 11.01 Assignment of Title

15

Section 11.02 Assignment of Title

15

SCHOOL FACILITIES LEASE WITH

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**

“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

"Purchase Option Period" means with respect to the Recipient, as of the Payment Date,

(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:

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

(f) Upon completion of the acquisition, construction, equipping and

CONFIDENTIAL

(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

Section 3 (6) 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

anything in this Lease to the contrary, the obligations of Lessee pursuant to Article II, ~~unless made by (c) and Section 0.05 of this Lease shall continue notwithstanding the 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

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

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.01. Liability Insurance. Lessee shall take such measures as may be

[REDACTED]

working order and condition, and shall from time to time make all repairs and replacements

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.

Contractor.

Section 003 Contract Administration - General

11

Lessor.

Section 10.03. Release of Lessor's Interest Upon exercise of the purchase option with

"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:

(c) Failure by Lessee to pay any Rental Payment or other payment required by this Lease

to be paid under this Lease with respect to the Project at the time specified herein and the

(c) If Lessor terminates this Lease with respect to the Project and, in its

apply the proceeds of any such disposition to pay the following items in the following

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 12.01. Notices. All notices shall be given in writing to the following:

[REDACTED]

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,

void.

Section 13.11. Financing Statement and Declaration. A carbon photocopied copy

[Redacted]

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[Redacted]

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.~~

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

By _____

President

Date May 15, 2004

DOUGLAS COUNTY SCHOOL DISTRICT

017 OF THE STATE OF NEBRASKA, as

Lessee

By _____

DELLA B. L. ...

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 complete the Project

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:

No information has come to our attention that any of the disbursements required

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

1) "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 R

[REDACTED]

(vi) Estimated Overlapping and Underlying Debt

(vii) ~~Schedule CT Collection~~

(viii) Debt Management

(ix) Outstanding Bonded Indebtedness

(x) Debt Service Requirements

(xi) Major Taxpayers

Apply on all of the items listed above must be done by 1/1/2011

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

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

By _____
Jean Stothert
President

\$6,500,000

(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

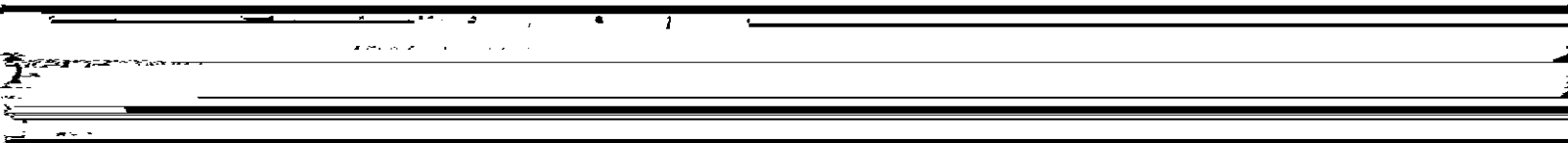
benefit of the Certificateholders to provide ongoing disclosure about the Lessee,

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.

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.

(x) A war involving the United States shall have been declared, or any

conflict involving the armed forces of the United States. 1-11-1 1 / 1



7. All representations, warranties and agreements of the Lessor and of Lessee in this

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.

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 _____

SUBURBAN SCHOOLS
BUILDING CORPORATION

By _____

President

FIRST NATIONAL BANK OF OMAHA _____

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

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 1.01.	Terms Defined in Preamble and Recitals.....	2
Section 1.02.	Certain Funds and Accounts	3
Section 1.03	Terms Defined in Lease	3

Section 1.04.	Additional Definitions	3
---------------	------------------------------	---

ARTICLE II

THE CERTIFICATES

Section 2.01.	Authorized Amount of Series 2004 Certificates	8
Section 2.02.	Terms of Series 2004 Certificates	8
Section 2.03.	Special, Limited Obligations	9
Section 2.04.	Form; Execution; Global Book-Entry System	10
Section 2.05.	Effect of Execution	11
Section 2.06.	Delivery of Any Series of Certificates	11
Section 2.07.	Mutilated, Lost, Stolen or Destroyed Certificates	12
Section 2.08	Registration of Certificates; Persons Treated as Owners Thereof	1

SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

Section 5.01.	Deposits and Security Therefor	19
Section 5.02.	Investment or Deposit of Funds	20

ARTICLE VI

DEFEASANCE

Section 6.01.	Defeasance	21
Section 6.02.	Unclaimed Money To Be Returned	21

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01.	Events of Default Defined	22
Section 7.02.	Special Provisions Regarding an Event of Default for Certificates.....	22
Section 7.03.	Remedies.....	22
Section 7.04.	Legal Proceedings by Trustee.....	22
Section 7.05.	Discontinuance of Proceedings by Trustee.....	23
Section 7.06.	Owners of Affected Certificates May Direct Proceedings	23
Section 7.07.	Limitations on Actions by Owners of Affected Certificates	23
Section 7.08.	Trustee May Enforce Rights Without Possession of Affected Certificates	23
Section 7.09.	Remedies Not Available	23

Section 8.16.	Appointment of Co-Trustee	27
Section 8.17.	Intervention by Trustee	28
Section 8.18.	Paying Agent.....	28

ARTICLE IX

SUPPLEMENTAL INDENTURES AND AMENDMENTS OF THE RELATED LEASES

Section 9.01.	Supplemental Indentures Not Requiring Consent of Owners.....	29
Section 9.02.	Amendments With Certificate Owners' Consent	29
Section 9.03.	Amendment of Lease or Security Documents	30
Section 9.04.	Trustee Authorized To Join in Amendments and Supplements; Reliance on Counsel	30

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**") or 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 [REDACTED]

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, release and

alien on and/or a security interest in the Leased Property to Trustee

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that to provide for the

Certificate(s)

Owner(s)

Leased Property
Lessee
Lessor

Trustee
Trust Estate

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 shall have the following meanings:

“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

“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

"Net Proceeds" means the proceeds of any performance or payment bond, or proceeds of insurance, including self-insurance acquired by the Lessee or proceeds of

award, or any proceeds resulting from default or breaches of warranty under any acquisition or construction contract or any other contract relative to the Leased Premises.

"*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

Schedule.

"*Postal Document*" means with respect to the Leased Property, as of the Payment

"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

"Term" means the term of the Lease determined pursuant to the provisions of the Lease.

2010
2011

975,000
1,010,000

Notes to Financial Statements

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

Except as set forth above, Paying Agent may treat as and deem DTC to be the absolute

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

(a) Prior to the delivery by the Trustee of the Certificates to the Lessee, the Lessee shall

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

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

~~Now Certificates delivered to the~~

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 purposes of the Indenture.

(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 no default under this Indenture.

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 Lessee

(b) the individual and 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

becomes due whether at maturity or upon redemption shall, if, to the knowledge of Trustee, there has been no Event of Default, the amount of such payment shall be limited to the amount of the

of the Certificates for which the deposit was made shall thereafter be limited to a claim against Lessee.

Section 2.09. ~~MANAGEMENT OF THE TRUST~~

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 attorney's

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

Section 6.01. Defeasance.

(a) When principal or redemption price (as the case may be) of, and interest

been made for payment of the same, together with the compensation of Trustee and all

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 in full of the principal and interest on 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 written notice is given to Lessor by the Trustee.

(h) ~~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, 11~~

their former positions and rights hereunder as though no such proceeding had been commenced

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.

[REDACTED]

prospect of exercising any right or remedy

[REDACTED]

accordance with the written directions of the Owners of a majority in principal amount of _____

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

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

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

either, shall die, become incapable of acting, resign or be removed, all the estates, properties,
rights, powers, trusts, duties and obligations of such person shall vest in the surviving trustee.

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

Section 9.03. Amendment of Lease or Security Documents.

(c) Lessor and Lessee shall have the right to amend the Lease and Security Documents.

Trustee and Lessee shall have the right to amend the Lease and Security Documents.

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 IV

MISCELLANEOUS

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

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.

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 Lessee shall extend to the Lessee's successors and assigns.

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

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

Certificates provide lease-purchase financing for acquisition, construction, equipping

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

(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.

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 of the Certificates to be redeemed.

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

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

(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

on the books kept for registration thereof, with full power of substitution in the premises.

(Registered Owner)

Dated:

Signature Guaranteed:

Note: The signature of the assignor must be in the presence of a Notary Public.

ular is
which

**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 with

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 SECURITIES BY ANY PERSON BY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**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,**

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

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

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 issued in full and shall be secured by the Leasehold Interest.

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

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

remaining maturity dates, determined and effectuated as nearly as practicable by Trustee by multiplying

the total principal amount of Certificates outstanding on each remaining maturity date by the

[REDACTED]

[REDACTED]

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 shall be redeemed in the order of their maturity dates.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

Capitalization of the Insurer

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.



TOTAL

CONFIDENTIAL - SECURITY INFORMATION - CONFIDENTIAL - UNCLASSIFIED

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:

(c) Lessee is authorized under the Constitution of the State of California to

Act to enter into the Lease and the transactions contemplated thereby, and to perform all of its

obligations hereunder.

The execution and delivery of this Lease and the transactions contemplated hereby are hereby acknowledged

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

Amendment of Lease

authorized, executed and delivered by Lessor and Lessee. See "THE INDENTURE—Amendment of Lease or Security Documents."

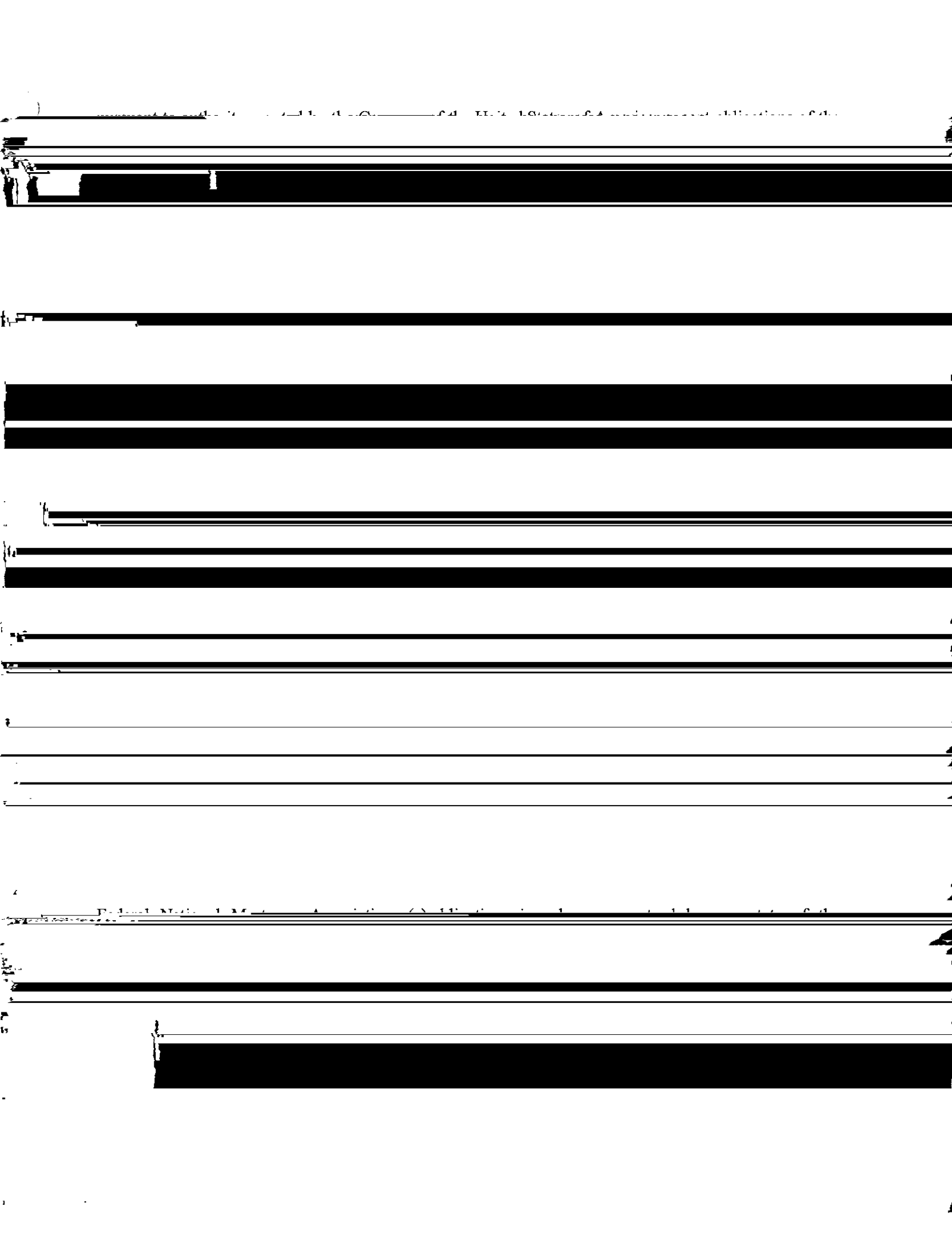
THE INDENTURE

The following is a summary of certain provisions of the Trust Indenture. Reference is hereby

transfer to Trustee for deposit in the Reserve Fund \$_____, an amount equal to 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



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

violation of the rights of the Owners of the Affected Certificates.

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

71. Indenture may be amended from time to time except with respect to (a) the principal or

) money, to enable each Rental Payment and all other expenses and sums payable under the Lease by Lessee to be paid when due.

[REDACTED]

[REDACTED]

make the Rental Payments, or that the Board would appropriate moneys from other available sources to

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

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

LEGAL MATTERS

Legal matters incidental to the authorization and issuance of the Certificates are subject to the

Legal matters incidental to the authorization and issuance of the Certificates are subject to the

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CONFIDENTIAL - SECURITY INFORMATION (S) (C) (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)

[REDACTED]

[REDACTED]

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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

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

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 Statement.

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

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

1012-60-003 1961 W

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, Bankline, Matheson, Capgem, Intel and B...

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 average for 2003. Source: Bureau of Economic Analysis, Current Employment Statistics, Omaha, NE, 2003.

Largest Employers—City of Omaha

January 2004

Employer	Nature of Business	Number of Employees
Offutt Air Force Base/USSTRATCOM* Omaha Public Schools	Department of Defense Schools	10,500 7,000

First Data Corp First Data Corp	Credit Card Processors First Data Corp	7,000 7,000
------------------------------------	-------------------------------------------	----------------

APPENDIX B

MILLARD PUBLIC SCHOOLS—FINANCIAL INFORMATION

PART ONE

SELECTED MILLARD PUBLIC SCHOOLS FINANCIAL INFORMATION

Debt service requirements on all outstanding bonds

PROPERTY VALUATIONS AND DEBT RATIOS

Fiscal Year End August 31

2000

2001

2002

2003

2004¹

Direct General

148,275,000

140,545,000

138,130,000

126,935,000

128,455,000

Bonded Debt

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
------------------------	-------------------------------------------------------------	-------------------------------------------------------

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	28,510,000	100.00	28,510,000

PROPERTY VALUATION
1989-90, and 2000-01 to 2003-04

Fiscal Year	Total Valuation	Increase Over Preceding School Year Amount	Percent
1989-90	5,000,000,000	0	0.00
1990-91	5,100,000,000	100,000,000	2.00
1991-92	5,200,000,000	100,000,000	1.96
1992-93	5,300,000,000	100,000,000	1.92
1993-94	5,400,000,000	100,000,000	1.89
1994-95	5,500,000,000	100,000,000	1.85
1995-96	5,600,000,000	100,000,000	1.82
1996-97	5,700,000,000	100,000,000	1.79
1997-98	5,800,000,000	100,000,000	1.75
1998-99	5,900,000,000	100,000,000	1.72
1999-00	6,000,000,000	100,000,000	1.69
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
-------------	--------------	---------------	-----------	-------	--------

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

Montclair Investment Co.	12,477,100
--------------------------	------------

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

Schedule of Tax Collections

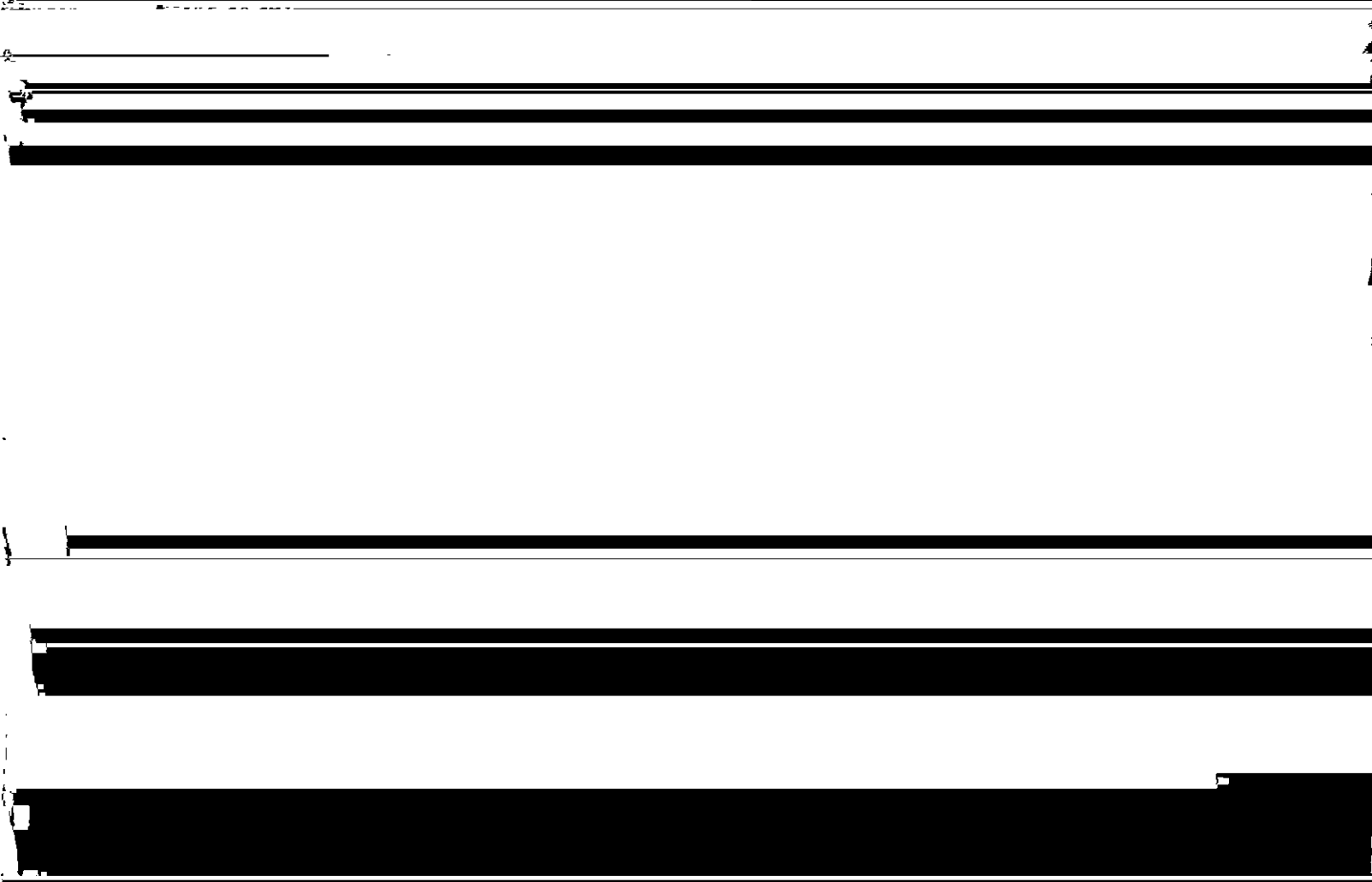
School Year	Taxes Certified	Total Collections	
		Amount	%
1997-98	\$57,410,989	\$56,901,664	99.10
1998-99	58,205,495	58,190,598	99.97
1999-00	61,475,545	60,882,415	99.04
2000-01	69,065,917	67,175,187	97.26
2001-02	73,032,885	72,528,773	99.31
2002-03	77,026,800	76,046,525	98.23
2003-04	84,922,808	-	-

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, Class III School District, 1-1-11~~



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

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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 shall be filed by Lessee with the Municipal Securities Rulemaking Board. The Annual Report shall be filed with the Municipal Securities Rulemaking Board.

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 15c-2.1993(c) of the Securities Exchange Act of 1934, as amended, and any rule promulgated thereunder.

(a) The audited financial statements of Lessee for the prior fiscal year, prepared on

(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

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



1221 Avenue of the Americas
New York, New York 10020

**MUNICIPAL BOND
INSURANCE POLICY**

ISSUER: []

Policy No: []

BONDS: []

Effective Date: []

XL Capital Assurance Inc. (XLCA), a Member of XL Group, Inc. (XLGI), is licensed as a surety in the State of New York. This policy is issued under the authority of the New York State Department of Financial Services. This policy is not to be construed as a contract of insurance. For more information, please contact XLGI at 1221 Avenue of the Americas, New York, NY 10020. © 2010 XLGI. All rights reserved.

YCA can be giving written notice to the Trustee and the Paying Agent ^{and} appoint a fiscal agent (the "Insurer's

AGENDA SUMMARY SHEET

AGENDA ITEM: Assignment of Construction Contract

MEETING DATE: May 3, 2004

DEPARTMENT: Business

**TITLE & BRIEF
DESCRIPTION:**

Assignment of Construction Contract to the Suburban Schools Building Corporation (SSBC).

Elementary #23 to the Suburban Schools Building Corporation (SSBC).

ACTION DESIRED: Approval Discussion Information Only

AGENDA SUMMARY SHEET

Agenda Item: Collective Bargaining Agreement with EPAM

Meeting Date: May 3, 2004

Department: Human Resources

Title & Brief

THE BOARD OF SUPERVISORS HAS APPROVED THE FOLLOWING RESOLUTION:

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14-9

Appendix A

2004-05 Schedule

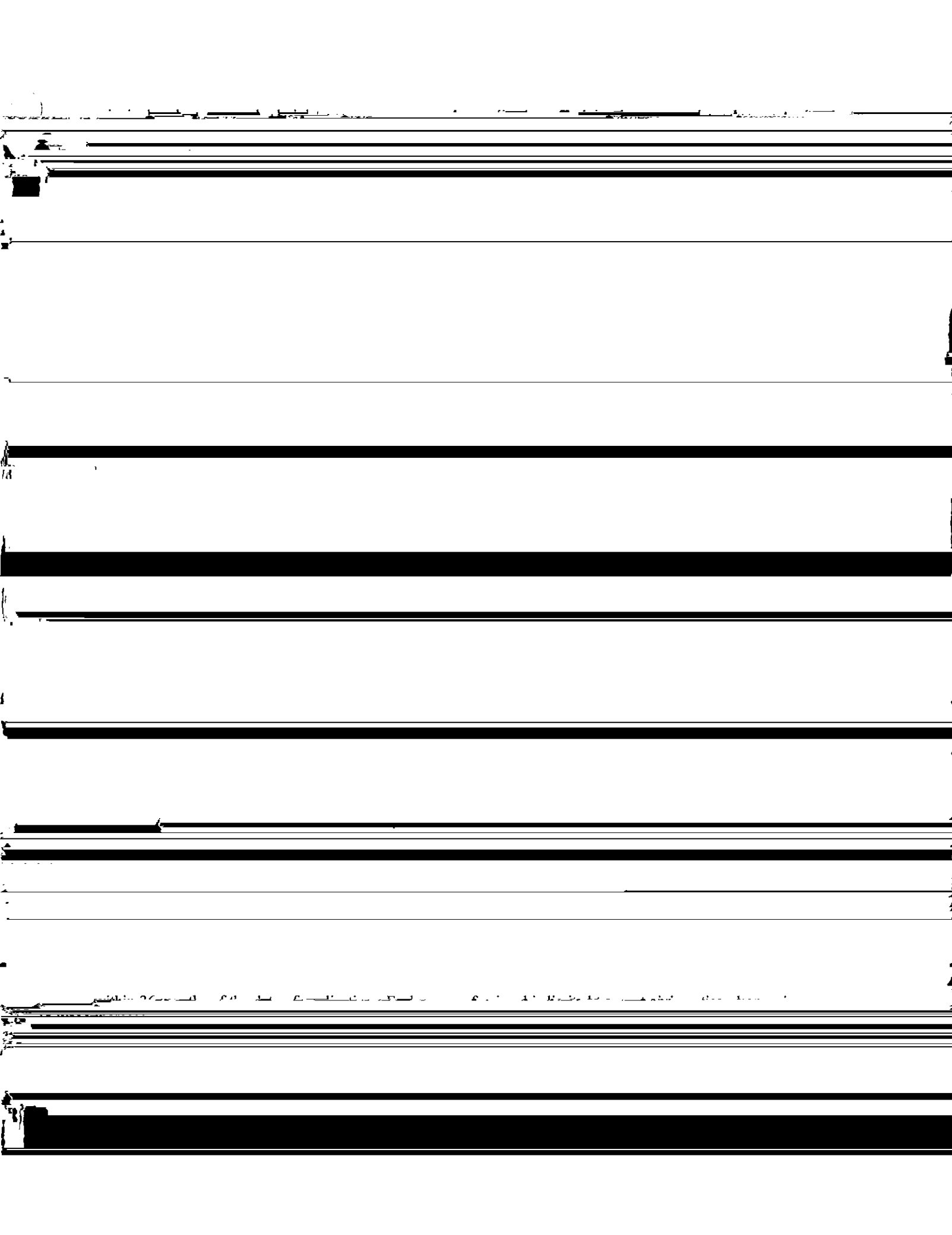
General Fund - Education - Personnel - Salaries

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into by and between the **Educational Paraprofessional Association of Millard** and **County School District Number 17**,

County also known as the Millard School District, hereinafter referred to as the District

ARTICLE I Recognition



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

**ARTICLE IX
Inclement Weather**

Each employee covered by this Contract will comply with the following procedures whenever there is an

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) When staffers instructed to report to work, each covered employee will be expected to report to work.

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

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; Librarian at MOE from 1994 to 2000.

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

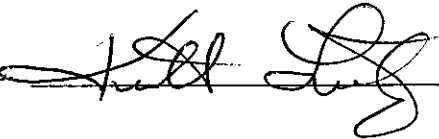
STRATEGIC PLAN REFERENCE: N/A

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 ~~Yate Sauer~~ ~~Step 5 RA-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 Wilke~~ ~~Step 1 DA~~ ~~University of Nebraska at Omaha~~ ~~Language Arts Teacher at South~~

High School.

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.

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:

April 20, 2004
 Millard Public Schools
 Total Enrollment

Enclosure I.1.

Elementary K 1 2 3 4 5 Self Current May 13, 2004 9/03
 Cont Total Change Change Enrollment
 \$F? 0 1 462

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
Coleridge	(2 unit)	45	20	47	62	67	68		318	-1	2	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

Elementary

Classroom Enrollment

	K	1	2	3	4	5	4-5	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size W/out SPED
Abbott	20	23	23	25	21	22	22						
	19	22	21	26	21	22							
	20	22	23	25	22	24							
	19	21											

K 1 2 3 2-3 4 5 4-5

Cont Total Change Change Enrollment

	K	1	2	3	4	5	Self Cont	Total	Current Change	YTD Change	Official 9/03 Enrollment	Class Size 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	Change	Change	Enrollment
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
Total Teachers	2.0	1.0	1.0	2.0	2.0	2.0	12.0			12

	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 9/03 Enrollment
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
Total Teachers	2.0	2	2	2	2	2	12.0			12

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	Cont	Total	Change	Change	Enrollment
Rockwell	25	20	17	17	24	20	12				

AGENDA SUMMARY SHEET

Meeting Date: May 3, 2004

Department: Planning and Evaluation

Title and Brief

Reservations: Reservations for the following call are first completed in

FINAL Projecti

Abbott
Ackerman
Aldrich
Black Elk
Bryan
Cather
Cody
Cottonwood
Disney
Ezra Millard
Harvey Oaks
Hitchcock
Holling Heights
Montclair
Morton
Neihardt
Norris
Rockwell
Rohwer
Sandoz
Wheeler
Willowdale

AMS
BMS
CMS
KMS
NMS
RMS
MS Alter

ns fr

Pr
2

North HS
South HS
West HS
MLC

1

Contracted SPED
Young Adult Program

District Projected Tota

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

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 Information Only

Background: The parent survey is one part of a battery of Effective School surveys that are administered throughout the district (other

Elementary Parent Climate Survey Spring 2004

My child is treated with respect at school.

	Strongly Dislike	Dislike	Like	Strongly Like	Cumulative
--	------------------	---------	------	---------------	------------

My child is safe at school.

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

[Redacted]

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Almost All of the Time	348	50.7	50.9	50.9

[Redacted]

[Redacted]

[Redacted]

[Redacted]

What my child is learning in school is important.

	Frequency	Percent	Valid Percent	Cumulative Percent
--	-----------	---------	---------------	--------------------

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

					Cumulative
--	--	--	--	--	------------

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		

think going to teacher conferences are important

				Cumulative
--	--	--	--	------------

				Cumulative
--	--	--	--	------------

My child reads well for the grade he or she is in.

	Percentage	Percent	Valid Percent	Cumulative Percent
--	------------	---------	---------------	--------------------

Secondary Parent Climate Survey Spring 2004

My child is treated with respect at school



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

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

Teachers are fair when dealing with students who misbehave.

				Cumulative
--	--	--	--	------------

If my child needs extra help, it is offered at this school.

				Cumulative
--	--	--	--	------------

				Percent
--	--	--	--	---------

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

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.

--	--	--	--	--	--

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
		110	34.0	35.0	35.0

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		

His

70
60
50
40
30
20
10
0

S

