

Board of Education Regular Meeting
Monday, April 14, 2014 5:00 PM
Wayne Community Schools Jr/Sr High School
Library
611 West 7th Street
Wayne, Nebraska 68787

- I. Call Meeting to Order
 - I.a. Pledge of Allegiance
 - I.b. Announce Open Meeting Act Posting and Location- Wayne Community Schools, Wayne Public Library, and Wayne Post Office.
 - I.c. Action on Absence and Roll Call
 - I.d. Approval of the Agenda- The Board may enter Executive Session to discuss any matter for which Executive Session is lawful and appropriate.
 - I.e. Consent Agenda
 - I.e.I. Approval of Minutes from Previous Meetings
 - I.e.II. Financial Reports and Claims
 - I.f. Personnel
 - I.f.I. Elementary Guidance Counselor
 - I.f.II. SPED Teacher
 - I.f.III. SPED Teacher
 - I.f.IV. SPED Teacher
- II. Communications from the Public on Agenda Items
- III. Reports and Information
 - III.a. Gifts
 - III.b. Requested Presentations
 - III.b.I. Jay Spearman - Ameritas

III.b.II. Tom Larsen - Director Of Technology

III.c. Administration-Written reports were provided by Administration. Copies of their reports are available at the District Office upon request.

III.c.I. Superintendent

III.c.I.1. HVAC and Track project update

III.c.I.2. Last Day of School for 2013-14

III.c.I.3. State Aid Certification

III.c.I.4. School Safety

III.c.I.5. School Improvement update

III.c.I.6. New Language Arts standards draft

III.c.I.7. Technology update

III.c.II. High School Principal

III.c.III. Special Education Director

III.c.IV. Elementary Principal

III.c.V. Junior High Principal/A.D.

III.d. Board Committees

III.d.I. Foundation and Community Relations- Ken Jorgensen, Rocky Ruhl, Rod Garwood, Carolyn Linster, Mark Lenihan and Lindsay McLaughlin

III.d.II. Curriculum and Americanism- Wendy Consoli, Carolyn Linster, Jeryl Nelson and Misty Bear

III.d.III. Facility/Safety- Travis Meyer, Mark Evetovich, Ken Jorgensen, Rod Garwood and Mark Hanson

III.d.IV. Policy/Title IX- Mark Evetovich, Wendy Consoli, Jeryl Nelson and Jill Pickinpaugh

III.d.V. Finance(Inc. Transportation & Budget)- Mark Lenihan, Mark Evetovich, Rod Garwood, Ken Jorgensen, and Rochelle Nelson

III.d.VI. Negotiations- Jeryl Nelson, Carolyn Linster, Wendy Consoli, and Mark Lenihan

IV. Action Items

IV.a. Old Business

IV.a.I. 2nd Reading- Policy 5312- Admission Requirements

IV.b. New Business

IV.b.I. Caulking/Tuck Pointing Bid for the Elementary School

IV.b.II. Technology Systems Center Quote

IV.b.III. Discuss, Consider and take all necessary action to authorize the issuance of Series 2014 Lease Purchase Certificates of Participation.

V. Boardsmanship

VI. Future Agenda Items

VII. Executive Session- (If Needed)

VIII. Action taken from Executive Session-(If Needed)

IX. Adjournment

Notice of Meeting

The Wayne Community Schools Board of Education will meet in regular session at 5:00 p.m. Monday, April 14, 2014, at Wayne Jr/Sr High School, Library, and located 611 West 7th Street, Wayne, Nebraska. An agenda of said meeting, kept continually current, may be inspected at the office of the Superintendent of Schools.

Ann Ruwe, Secretary

Posted: Wednesday, April 9, 2014

Wayne Community Schools

Wayne Post Office

Wayne Public Library

**Minutes
Wayne Board of Education
Regular Board Meeting
March 10, 2014**

The regular meeting of the Wayne Board of Education was held at Wayne Jr/Sr High School, Wayne, Nebraska, on Monday, March 10, 2014 at 5:02 p.m. Notice of the meeting and place of agenda was posted at Wayne Community Schools, Wayne Public Library, Wayne Post Office, and online: meeting.nasbline.org. A copy of the Nebraska Open Meeting Act was displayed for the public to read. The Pledge of Allegiance was recited.

Roll Call & Action on Absences:

The following Board members answered to roll call: Mrs. Wendy Consoli, Mr. Mark Evetovich, Mr. Rod Garwood, Mr. Ken Jorgensen, Dr. Carolyn Linster and Dr. Jeryl Nelson. Also present Mr. Mike Piper, Attorney.

Adoption of the Agenda:

The Board may enter Executive session to discuss any matter for which executive session is lawful and appropriate. Motion by Jorgensen, second by Garwood to approve the agenda as presented. Motion carried. Roll call vote: Nelson, yes; Consoli, yes; Garwood, yes; Jorgensen, yes; Evetovich, yes; Linster, yes.

Consent Agenda:

Approval of Minutes and Financial Claims

Motion by Evetovich, second by Consoli to approve the minutes from the Regular Meeting on February 10, 2014, and Financial Claims as presented. Motion carried. Roll call vote: Consoli, yes; Garwood, yes; Jorgensen, yes; Evetovich, yes; Linster, yes; Nelson, yes.

Personnel:

Hiring of 9-12 Instrumental Teacher- Motion by Nelson, second by Evetovich to approve the hiring of Alex Wieland as the 9-12 Instrumental Music Teacher for 2014-15 school year. Motion carried. Mr. Wieland is a 2005 graduate of Wayne Community Schools. We had fifteen applications for this position. Roll call vote: Garwood, yes; Jorgensen, yes; Evetovich, yes; Linster, yes; Nelson, yes; Consoli, yes.

Resignation of Teacher- Motion by Garwood, second by Consoli to accept the resignation of Claudia Koeber, Elementary School Librarian, with regrets. Motion carried. Roll call vote: Jorgensen, yes; Evetovich, yes; Linster, yes; Nelson, yes; Consoli, yes; Garwood, yes.

Resignation- The Board received the resignation of Wendie Meyer as Assistant to the Guidance Counselor. Mr. Hanson stated that they interviewed and hired Traci Burrows to fill her position.

Communication from the Public:

No Communication from the Public

Reports and Information:

Gifts: Shopko Foundation- Dan Wibben- Mr. Wibben presented The Board with a check for \$2,000, to be used for Technology. Thank-you Mr. Wibben and the Shopko Foundation.

Requested Presentations:

Jon Carlson-HVAC and Track Project Update- Mr. Carlson reported that bids were opened on February 22. for the projects. He explained the 2 alternatives. Otte Construction was low bid for the HVAC project. Keith Mogie stated that the project will be completed by the start of school in the fall.

Mrs. Tompkins- Hal and Arts Program- Mrs. Tompkins stated that she has identified 16 HAL students in grades 3-8. New opportunities for our HAL students have been: Celebrate Creativity at Joslyn Museum for six –ninth graders; Math Circles for first-fourth grade students; Problem Solvers for fifth and sixth graders; Wayne First Lego League Team for all grades; Rotorac-sponsored sixth grade book club; Individual Mentor/Job Shadow Opportunity; Camp Invention; and Astronomy Workshop proved by Dr. Todd Young, Existing opportunities for HAL students, Central Honors Institute, and Duke TIP.

Administration: *Written reports were provided by Administration. Copies of their reports are available at the District Office upon request or online: meeting.nasbline.org*

Superintendent:

Project Update- Mr. Lenihan stated that Dr. Nelson, Mr. Garwood, Mr. Jorgensen, and Mr. Meyer, and Mr. Carlson was present for opening bids. They discussed the bids and went with the lowest bidder which is Otte Construction.

Accreditation Update- Mr. Lenihan sent documents to the Board so they could review. The staff and steering committee did a great job of putting the information together. They will submit a final report next week. The review committee will be here April 27-30.

Preschool- Rule 11- Mrs. Bear updated the Board on a Preschool program. She gave the age group and capacity of each local preschool that already service preschool students. There is a need for another preschool as students are on waiting list. We should be able to get a Preschool up and running for the 2015-16 school year.

Interlocal- Technology Agreements- Mr. Lenihan reported that Pender and Emerson Hubbard Schools have indicated that they will not continue with the Interlocal agreement for technology for the 2014-15 school year.

State of Schools Address- This will take place Monday, March 24, in the Jr-Sr High School gym at 6:00 p.m.

Classified Staff Health Care- Mr. Lenihan stated that he was advised to keep on our current plan.

Out for Honor Coffee @ 6:28 p.m.

In from Honor Coffee@ 6:48 p.m.

High School Principal- Mr. Hanson announced that a drug dog from South Sioux City coming into the school. He is finalizing the details. Forty-four students have signed up to attend the John Baylor ACT Test Prep.

Special Education Director- Mrs. Bear handed out an estimated SPED caseload K-12th grade. She stated she may be looking into hiring more SPED staff. She would like to have one person just to transport SPED students.

Elementary School Principal- Mrs. Pickinpaugh stated several teachers attended the ESU1 training for iPads then they helped train other teacher in the elementary. She also stated that 62 new students have been enrolled since August. Teachers are reviewing the Social Studies curriculum.

Junior High Principal/AD-Mr. Ruhl wanted to thank Travis Meyer and his staff for helping with the Science Fair. He and Mrs. Hill continue to work on 2014-15 class schedules. Boys Basketball will be heading to State.

Board Committees:

Foundation and Community Relations- *Rocky Ruhl, Ken Jorgensen, Rod Garwood, Carolyn Linster, Mark Lenihan and Lindsay McLaughlin-* Mrs. McLaughlin announced that there will be a reception in Lincoln for the boys basketball team after the first round of the state tournament.

Curriculum and Americanism- *Wendy Consoli, Carolyn Linster, Jeryl Nelson and Misty Bear-* Mr. Lenihan gave the Board a 2013-14 Teacher Vacancy Survey report and they reviewed it.

Facility/Safety- *Travis Meyer, Mark Evetovich, Rod Garwood, Ken Jorgensen and Mark Hanson-* Mr. Meyer thanked the Board for the purchase of the new skid loader. It is working very nicely! He informed the Board of hiring Chuy Armendariz. He is a former employee who returned to the Wayne area and applied for the open position. The Wayne Police Department recognized Mr. Travis Meyer and Mr. Ken Hall as Outstanding Citizens for 2014! Congratulations!

Policy/Title IX- *Mark Evetovich, Wendy Consoli, Jeryl Nelson and Jill Pickinpaugh-* No Report

Finance (Inc. Transportation & Budget) - *Mark Lenihan, Wendy Consoli, Rod Garwood, Ken Jorgensen, and Rochelle Nelson-* Mr. Lenihan recommended financing the HVAC Project. A copy of the report is available at the District Office upon request.

Negotiations- *Jeryl Nelson, Carolyn Linster, Mark Evetovich, and Mark Lenihan-* No Report.

Action Items

Old Business:

Second Reading of 2014-15 School Calendar- Motion by Jorgensen, second by Consoli to approve the 2014-15 School Calendar as presented. Motion carried. Roll call vote: Evetovich, yes; Linster, yes; Nelson, yes; Consoli, yes; Garwood, yes; Jorgensen, yes.

New Business:

HVAC Project- Bid Approval- Motion by Garwood, second by Jorgensen to approve the low bid for the base bid of \$660,800, from Otte Construction with alternate 1 high school auditorium- \$221,100, and alternate 2 Elementary ceiling fans- \$24,600, for a total of \$906,500. Motion carried. Roll call vote: Nelson, yes; Consoli, yes; Garwood, yes; Jorgensen, yes; Evetovich, yes; Linster, yes.

Track Project – Bid Approval- Motion by Jorgensen, second by Garwood to approve the quote from Fisher Track, Inc., for the base bid of \$192,200, alternate 1- black structural spray- \$39,719, alternate 2 –concrete track border for \$14,700, and alternate 3 segmented retaining wall- \$16,088, for a total of \$262,707. Motion carried. Roll call vote: Consoli, yes; Garwood, yes; Jorgensen, yes; Evetovich, yes; Linster, yes; Nelson, yes.

Final Accreditation- The Wayne Board of Education received the draft of the accreditation document.

Approval of Administrator Salaries- Motion by Jorgensen, second by Evetovich to approve the administrator salaries as presented. Motion carried. Mr. Hanson, 9-12 Principal- \$96,425; Mr. Ruhl, 7-8 Principal/AD- \$89,100; Mrs. Pickinpaugh, K-6 Principal- \$85,750; Mrs. Bear, K-12 SPED Director- \$82,075. Roll call vote: Garwood, yes; Jorgensen, yes; Evetovich, yes; Linster, yes; Nelson, yes; Consoli, yes.

Approval of Director Salaries- Motion by Jorgensen, second by Consoli to approve the Directors salaries as presented for the 2014-15 school year. Motion carried. Roll call vote: Jorgensen, yes; Evetovich, yes; Linster, yes; Nelson, abstain; Consoli, yes; Garwood, yes.

Resolution-Option Enrollment Policy 12002-Review- Motion by Jorgensen, second by Nelson to approve the review of Option Enrollment Policy 12002 and accept the changes to the Administrative Regulation of Policy 12002. Motion carried. Roll call vote: Evetovich, yes; Linster, yes; Nelson, yes; Consoli, yes; Garwood, yes; Jorgensen, yes.

ESU#1 2014-15 Service Contract- Motion by Jorgensen, second by Garwood to approve the ESU#1 Service Contract for 2014-15 school year as presented. Motion carried. Roll call vote: Nelson, yes; Consoli, yes; Garwood, yes; Jorgensen, yes; Evetovich, yes; Linster, yes.

Boardsmanship:

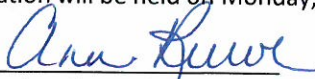
Future Agenda Items: SPED Para or Classified Staff; Non Certified staff contracts and salaries; NASB lease Resolution

Executive Session: No need for Executive Session.

Action taken from Executive Session: No Action was taken

Adjournment: Linster adjourned the Wayne Board of Education Meeting at 8:04 p.m.

The next regular meeting of the Wayne Board of Education will be held on Monday, April 14, 2014 at 5:00 p.m. at Wayne Jr/Sr High School.


Ann Ruwe, Secretary

**Minutes
Wayne Board of Education
Special Meeting
March 24, 2014**

The special meeting of the Wayne Board of Education was held at Wayne Jr/Sr High School, Wayne, Nebraska, on Monday, March 24, 2014 at 5:30 p.m. Notice of the meeting and place of Agenda was posted at Wayne Community Schools, Wayne Public Library, and Wayne Post Office and online: meeting.nasblne.org A copy of the Nebraska Open Meetings Act was displayed for the public to read. The Pledge of Allegiance was recited.

Roll Call & Action on Absences:

The following Board members answered to roll call: Mrs. Wendy Consoli, Mr. Mark Evetovich, Mr. Rod Garwood, Mr. Ken Jorgensen, Dr. Carolyn Linster, and Dr. Jeryl Nelson.

Adoption of the Agenda:

Motion by Nelson, second by Jorgensen to approve the agenda as presented. Motion carried. Roll call vote: Nelson, yes; Consoli, yes; Garwood, yes; Jorgensen, yes; Evetovich, yes; Linster, yes.

Action Items:

New Business:

Personnel- Teacher Resignation-Motion by Garwood, second by Consoli to accept the resignation of Chelsea Bruening, Junior High Teacher at the end of the 2014-15 school year, with regrets. Motion carried. Roll call vote: Consoli, yes; Garwood, yes; Jorgensen, yes; Evetovich, yes; Linster, yes; Nelson, yes.

Personnel- Staff Resignation-Motion by Garwood, second by Consoli to approve the resignation of Joan Sudmann, K-8 Social Worker, at the end of the 2014-15 school year, with regrets. Motion carried. Roll call vote: Garwood, yes; Jorgensen, yes; Evetovich, yes; Linster, yes; Nelson, yes; Consoli, yes.

1st Reading- Changes to Policy 5312-Admission Requirements-Motion by Consoli, second by Nelson to approve the first reading of the changes to Admission Requirements Policy 5312, as presented. Motion carried. Roll call vote: Jorgensen, yes; Evetovich, yes; Linster, yes; Nelson, yes; Consoli, yes; Garwood, yes.

Kindergarten-SPED position for 2014-15- Motion by Garwood, second by Nelson to approve the addition of a Kindergarten Special Education Teacher for the 2014-15 school year. Motion carried. Roll call vote: Evetovich, yes; Linster, yes; Nelson, yes; Consoli, yes; Garwood, yes; Jorgensen, yes.

Out from Meeting at 5:48 p.m. to High School Gym

State of School Presentation-6:00 p.m. High School Gym:

A copy of Mr. Lenihan's presentation is available upon request at the District Office.

Mr. Lenihan's objective is to inform parents and community members of the goals and initiatives of Wayne Community School Board of Education and District Staff.

After his presentation the audience was given the opportunity to comment or ask questions.

Dr. Linster and Dr. Nelson informed the audience that anyone is welcome to attend a Board meeting, if they have any questions or concerns.

Adjournment:

Motion by Linster to adjourn the meeting at 7:16 p.m.

The next Regular meeting of the Wayne Board of Education will be held on Monday, April 14, 2014 at 5:00 p.m. at Wayne Jr/ Sr High School.

Ann Ruwe, Secretary

Checks for Payment Listing

Direct					
Dep.	Check	Check Date	Payable To	Description	Amount
01 - GENERAL FUND					
	00013400	04/14/2014	Electrical Engineering & Equipment	Lighting Supplies	274.25
	00013401	04/14/2014	ESU Coordinating Council	Crisis Training Level4 (3)	200.00
	00013401	04/14/2014	ESU Coordinating Council	Crisis Training Level4 (3)	100.00
	00013402	04/14/2014	Gerhold Concrete Co., Inc.	wgts for Rented Light at Track	3.50
	00013403	04/14/2014	Laurel True Value & Rental Center	Rent High Lift	150.00
	00013404	04/14/2014	Mark's Plumbing Parts	EL Drinking Fountain	2,154.66
	00013405	04/14/2014	Menards - Norfolk	Track Camera Equip, EL Supp	44.35
	00013405	04/14/2014	Menards - Norfolk	Track Camera Equip, EL Supp	239.99
	00013406	04/14/2014	Midwest Music Center, Inc.	Track Sound System	1,170.00
	00013407	04/14/2014	Novacoast	tech support	382.50
	00013407	04/14/2014	Novacoast	tech support	701.25
	00013407	04/14/2014	Novacoast	tech support	191.25
	00013408	04/14/2014	Providence Medical Center	Therapy Services	2,019.47
	00013408	04/14/2014	Providence Medical Center	Therapy Services	1,316.80
01 - GENERAL FUND Totals:					8,948.02
Report Total:					8,948.02

Checks for Payment Listing

Direct

Dep.	Check	Check Date	Payable To	Description	Amount
01 - GENERAL FUND					
	000EFT41	04/14/2014	State Nebraska Bank and Trust Co.	Bank Fees	146.01
01 - GENERAL FUND Totals:					146.01
Report Total:					146.01

Checks for Payment Listing

Direct	Dep.	Check	Check Date	Payable To	Description	Amount
	09 - Depreciation					
		00013378	04/07/2014	Grossenburg Implement, Inc.	Mower	15,000.00
					09 - Depreciation Totals:	15,000.00
					Report Total:	15,000.00

Checks for Payment Listing

Direct

Dep.	Check	Check Date	Payable To	Description	Amount
01 - GENERAL FUND					
	00013325	04/04/2014	Ann Ruwe	conf Room Furn	20.00
	00013326	04/04/2014	Assoc. For Supervision & Curriculum Dev.	Lenihan Membership	79.00
	00013327	04/04/2014	Beiermann Electric	Rewire HS pump	88.50
	00013328	04/04/2014	Black Hills Energy	utilities	695.93
	00013328	04/04/2014	Black Hills Energy	utilities	329.47
	00013329	04/04/2014	Bomgaars	Grounds, Bldg, Vehicle, Office	677.55
	00013329	04/04/2014	Bomgaars	Grounds, Bldg, Vehicle, Office	8.97
	00013329	04/04/2014	Bomgaars	Grounds, Bldg, Vehicle, Office	164.99
	00013329	04/04/2014	Bomgaars	Grounds, Bldg, Vehicle, Office	31.18
	00013330	04/04/2014	Carhart Lumber Company	Gounds supplies	20.77
	00013330	04/04/2014	Carhart Lumber Company	Gounds supplies	20.65
	00013331	04/04/2014	Carlson West Povondra Architects	Track Reimb Ex[p	261.05
	00013331	04/04/2014	Carlson West Povondra Architects	HVAC reimbursable Expenses	1,459.44
	00013332	04/04/2014	CDW Government, Inc.	Chromebook licences	2,280.00
	00013332	04/04/2014	CDW Government, Inc.	Chromebook licences	15.15
	00013333	04/04/2014	Chartwells Dining Services	Meals for Transition Students	119.00
	00013334	04/04/2014	City Of Wayne	Utilities	5,733.43
	00013334	04/04/2014	City Of Wayne	Utilities	4,605.02
	00013334	04/04/2014	City Of Wayne	Utilities	810.01
	00013334	04/04/2014	City Of Wayne	Utilities	925.03
	00013335	04/04/2014	Curtis& Coleen Jeffries (Copy Write	Framing Picktues	77.75
	00013336	04/04/2014	C. W. Suter Services	EL repairs	285.26
	00013336	04/04/2014	C. W. Suter Services	EL repairs	763.50
	00013337	04/04/2014	Diamond Center	Grad Supplies	10.80
	00013338	04/04/2014	Eakes Office Plus	office supply	64.95
	00013339	04/04/2014	Electronic Contracting Company	Monitor Alarms	81.00
	00013339	04/04/2014	Electronic Contracting Company	Monitor Alarms	81.00
	00013340	04/04/2014	ESU #1	Soc Stud & Health Kds Reg, Co	15.00
	00013340	04/04/2014	ESU #1	Sped T.Wksh	15.00
	00013340	04/04/2014	ESU #1	Soc Stud & Health Kds Reg, Co	15.00
	00013340	04/04/2014	ESU #1	Sped T.Wksh	30.00
	00013340	04/04/2014	ESU #1	Soc Stud & Health Kds Reg, Co	60.00
	00013340	04/04/2014	ESU #1	Soc Stud & Health Kds Reg, Co	60.00
	00013340	04/04/2014	ESU #1	Soc Stud & Health Kds Reg, Co	30.00
	00013340	04/04/2014	ESU #1	Soc Stud & Health Kds Reg, Co	-7.63
	00013340	04/04/2014	ESU #1	Services 1-1-14 to 3/21/14	6,186.25
	00013340	04/04/2014	ESU #1	Services 1-1-14 to 3/21/14	1,159.38
	00013340	04/04/2014	ESU #1	Services 1-1-14 to 3/21/14	2,177.44
	00013340	04/04/2014	ESU #1	Services 1-1-14 to 3/21/14	24,000.00
	00013340	04/04/2014	ESU #1	Services 1-1-14 to 3/21/14	29,163.25
	00013340	04/04/2014	ESU #1	Services 1-1-14 to 3/21/14	9,765.00
	00013340	04/04/2014	ESU #1	Services 1-1-14 to 3/21/14	17,895.00
	00013340	04/04/2014	ESU #1	Services 1-1-14 to 3/21/14	1,977.38
	00013340	04/04/2014	ESU #1	Soc Stud & Health Kds Reg, Co	15.00
	00013340	04/04/2014	ESU #1	Soc Stud & Health Kds Reg, Co	-223.27
	00013340	04/04/2014	ESU #1	Soc Stud & Health Kds Reg, Co	-50.74
	00013340	04/04/2014	ESU #1	Soc Stud & Health Kds Reg, Co	-3.81
	00013341	04/04/2014	First National Bank Omaha	Prin Meals State Wr, fuel	37.44

Checks for Payment Listing

Direct Dep.	Check	Check Date	Payable To	Description	Amount
	00013341	04/04/2014	First National Bank Omaha	Prin Meals State Wr, fuel	40.01
	00013341	04/04/2014	First National Bank Omaha	7/8 Field Tr, Sped, Maint equi	96.29
	00013341	04/04/2014	First National Bank Omaha	7/8 Field Tr, Sped, Maint equi	47.13
	00013341	04/04/2014	First National Bank Omaha	7/8 Field Tr, Sped, Maint equi	248.93
	00013341	04/04/2014	First National Bank Omaha	Supt Travel	143.04
	00013342	04/04/2014	Gill Hauling, Inc.	Sanitation	475.00
	00013343	04/04/2014	Grainger	Building Filters	294.60
	00013343	04/04/2014	Grainger	Building Filters	154.75
	00013343	04/04/2014	Grainger	Building Filters	1,232.52
	00013344	04/04/2014	HEARTLAND FIRE PROTECTION	Semi Ann Stove Hood Insp	84.56
	00013344	04/04/2014	HEARTLAND FIRE PROTECTION	Semi Ann Stove Hood Insp	351.75
	00013345	04/04/2014	Johnson Hardware Company	Building Keys	95.97
	00013346	04/04/2014	Kenneth S. Hamsa	7/8 repairs	23.00
	00013347	04/04/2014	Lincoln Chase Suites	State Basketball lodging	3,870.00
	00013348	04/04/2014	Marco, Inc.	copier lease	2,989.03
	00013348	04/04/2014	Marco, Inc.	printer maintenance	362.97
	00013349	04/04/2014	Mid States School Bus, Inc.	XSFuel, fild Tr, Band, Spch, A	93.68
	00013349	04/04/2014	Mid States School Bus, Inc.	Regiular Routes	30,561.71
	00013349	04/04/2014	Mid States School Bus, Inc.	XSFuel, fild Tr, Band, Spch, A	261.14
	00013349	04/04/2014	Mid States School Bus, Inc.	XSFuel, fild Tr, Band, Spch, A	158.79
	00013349	04/04/2014	Mid States School Bus, Inc.	XSFuel, fild Tr, Band, Spch, A	1,845.31
	00013349	04/04/2014	Mid States School Bus, Inc.	XSFuel, fild Tr, Band, Spch, A	935.00
	00013349	04/04/2014	Mid States School Bus, Inc.	XSFuel, fild Tr, Band, Spch, A	4,169.81
	00013349	04/04/2014	Mid States School Bus, Inc.	XSFuel, fild Tr, Band, Spch, A	47.90
	00013350	04/04/2014	Nebraska Council Of School	reg.-NASES mtg., M. Bear	45.00
	00013350	04/04/2014	Nebraska Council Of School	reg.-NASES mtg., M. Bear	82.50
	00013350	04/04/2014	Nebraska Council Of School	reg.-NASES mtg., M. Bear	22.50
	00013351	04/04/2014	NCS Pearson, Inc.	PowerSchool license	1,415.61
	00013351	04/04/2014	NCS Pearson, Inc.	PowerSchool license	317.79
	00013351	04/04/2014	NCS Pearson, Inc.	PowerSchool license	2,118.60
	00013352	04/04/2014	Nebraska Air Filter, Inc.	Building filters	243.12
	00013353	04/04/2014	Nebraska Link	Distance Learning	614.40
	00013354	04/04/2014	Nebraska Department of Labor	Boiler Inspection	61.00
	00013355	04/04/2014	Northeast Nebraska Insurance	Work comp audit	-285.00
	00013355	04/04/2014	Northeast Nebraska Insurance	Work comp audit	1,211.00
	00013356	04/04/2014	Nordby Construction & Fencing	Fence AC at HS	2,673.00
	00013357	04/04/2014	Northwest AEA	print staff leave form/office	370.53
	00013358	04/04/2014	Nova Fitness Equipment Co.	Ath Repairs	89.00
	00013359	04/04/2014	Nebraska Rural Community Schools	conf. reg./Lenihan, Ruhl	185.00
	00013359	04/04/2014	Nebraska Rural Community Schools	conf. reg./Lenihan, Ruhl	185.00
	00013360	04/04/2014	Dept. 58 - 4200138359	Projector Mounts	259.67
	00013360	04/04/2014	Dept. 58 - 4200138359	Projector Mounts	519.33
	00013360	04/04/2014	Dept. 58 - 4200138359	Projector Mounts	779.00
	00013361	04/04/2014	O'Keefe Elevator Co, Inc.	Elevator Maint	485.63
	00013362	04/04/2014	One Source	Background checks	60.00
	00013363	04/04/2014	Paulson Construction	snow removal	650.00
	00013364	04/04/2014	Percussion Source	7/8 Band Repair	196.30
	00013365	04/04/2014	Pieper & Miller	Retainer 3 months	300.00
	00013366	04/04/2014	Providence Medical Center	February Services	1,438.54

Checks for Payment Listing

Direct					
Dep.	Check	Check Date	Payable To	Description	Amount
	00013366	04/04/2014	Providence Medical Center	February Services	1,633.93
	00013367	04/04/2014	Susan Holdstedt (DBA S&H Tax Service)	April 125 Fees	185.60
	00013368	04/04/2014	Sarah Oltjenbruns	Replace Lost check #13183	300.00
	00013369	04/04/2014	School Specialty Inc.	SPED t. supply	10.14
	00013369	04/04/2014	School Specialty Inc.	tackboard/office equip.	89.72
	00013370	04/04/2014	S.D. 17 Activity Fund	Dist Speech Fees	313.50
	00013371	04/04/2014	S.D. 17 Petty Cash Account	NETA Reg Promes, Larsen,Brogie	250.00
	00013371	04/04/2014	S.D. 17 Petty Cash Account	Dist Music reg	430.00
	00013371	04/04/2014	S.D. 17 Petty Cash Account	Pep Band Adm, State BB	486.00
	00013371	04/04/2014	S.D. 17 Petty Cash Account	NETA Reg Promes, Larsen,Brogie	125.00
	00013371	04/04/2014	S.D. 17 Petty Cash Account	Mngmt system for Ipads	792.59
	00013371	04/04/2014	S.D. 17 Petty Cash Account	Mngmt system for Ipads	396.28
	00013371	04/04/2014	S.D. 17 Petty Cash Account	Supt Mtg Reg	15.00
	00013371	04/04/2014	S.D. 17 Petty Cash Account	7/8 Science Fair Reg	192.00
	00013371	04/04/2014	S.D. 17 Petty Cash Account	8th Gr Science Meet Reg	580.00
	00013372	04/04/2014	Sherri Frisbie	Vision Services	220.65
	00013373	04/04/2014	Stadium Sports	athl. supplies/baseball	393.50
	00013374	04/04/2014	Stadium Sports - O'Neill	ath. sup./equip - TR	2,881.50
	00013374	04/04/2014	Stadium Sports - O'Neill	ath. sup./equip - TR	271.20
	00013375	04/04/2014	Wayne Auto Parts Inc.	Repair Items	8.18
	00013375	04/04/2014	Wayne Auto Parts Inc.	Repair Items	6.59
	00013375	04/04/2014	Wayne Auto Parts Inc.	Repair Items	9.39
	00013376	04/04/2014	Wayne Herald/Morning Shopper	Subscription Renewal	48.00
	00013376	04/04/2014	Wayne Herald/Morning Shopper	Legals, Web Ad	158.12
	00013376	04/04/2014	Wayne Herald/Morning Shopper	Legals, Web Ad	100.00
	00013377	04/04/2014	Wayne Greenhouse, Inc.	Funeral Arrangement	53.00
	00013378	04/04/2014	Wingate By Wyndham	State Speech Lodging	539.80

01 - GENERAL FUND Totals: 185,135.19

Report Total: 185,135.19

Checks for Payment Listing

Direct	Dep.	Check	Check Date	Payable To	Description	Amount
01 - GENERAL FUND						
		00013379	04/09/2014	AmericInn Of Kearney	Ruhl, Lenihan NRCSA Lodging	209.80
		00013379	04/09/2014	AmericInn Of Kearney	Ruhl, Lenihan NRCSA Lodging	209.80
		00013380	04/09/2014	Arnie's Ford	Dr. Ed Brake, Maint	32.46
		00013380	04/09/2014	Arnie's Ford	Dr. Ed Brake, Maint	15.80
		00013380	04/09/2014	Arnie's Ford	Dr. Ed Brake, Maint	0.49
		00013380	04/09/2014	Arnie's Ford	Dr. Ed Brake, Maint	16.66
		00013381	04/09/2014	Chemsearch	contract water treatment	982.90
		00013382	04/09/2014	Constellation NewEnergy Gas Div., LLC	utilities	1,119.36
		00013382	04/09/2014	Constellation NewEnergy Gas Div., LLC	utilities	2,467.04
		00013383	04/09/2014	Egan Supply Co.	Cust Supp, Build Maint	528.68
		00013383	04/09/2014	Egan Supply Co.	Cust Supp, Build Maint	136.18
		00013384	04/09/2014	ESU #1	LAN Mgr Reg	15.00
		00013385	04/09/2014	Johnson Hardware Company	EL Door repair	284.00
		00013386	04/09/2014	Lutt Oil	Supt, State, Band, Field Tr, I	61.31
		00013386	04/09/2014	Lutt Oil	Supt, State, Band, Field Tr, I	151.90
		00013386	04/09/2014	Lutt Oil	Supt, State, Band, Field Tr, I	96.13
		00013386	04/09/2014	Lutt Oil	Supt, State, Band, Field Tr, I	54.64
		00013386	04/09/2014	Lutt Oil	Supt, State, Band, Field Tr, I	18.30
		00013386	04/09/2014	Lutt Oil	Supt, State, Band, Field Tr, I	153.88
		00013386	04/09/2014	Lutt Oil	Supt, State, Band, Field Tr, I	233.77
		00013386	04/09/2014	Lutt Oil	Supt, State, Band, Field Tr, I	87.36
		00013386	04/09/2014	Lutt Oil	Supt, State, Band, Field Tr, I	482.59
		00013386	04/09/2014	Lutt Oil	Supt, State, Band, Field Tr, I	807.17
		00013386	04/09/2014	Lutt Oil	Supt, State, Band, Field Tr, I	47.29
		00013387	04/09/2014	Menards - Norfolk	Track Build Maint	84.00
		00013388	04/09/2014	Omaha World-Herald Company	Teacher Ads	692.20
		00013389	04/09/2014	One Source	background checks	60.00
		00013390	04/09/2014	Pac 'n' Save	FACS, Sped Cust, Office	7.80
		00013390	04/09/2014	Pac 'n' Save	FACS, Sped Cust, Office	181.07
		00013390	04/09/2014	Pac 'n' Save	FACS, Sped Cust, Office	4.14
		00013390	04/09/2014	Pac 'n' Save	FACS, Sped Cust, Office	14.18
		00013390	04/09/2014	Pac 'n' Save	FACS, Sped Cust, Office	29.53
		00013391	04/09/2014	Percussion Source	7/8 Band Repair	55.95
		00013392	04/09/2014	Perry, Guthery, Haase &	Feb Services	980.00
		00013393	04/09/2014	Pilger Sand and Gravel	Rock near Wt Room	615.23
		00013394	04/09/2014	Plunkett's Pest Control	Feb & Mar pest control	200.64
		00013394	04/09/2014	Plunkett's Pest Control	Feb & Mar pest control	200.64
		00013395	04/09/2014	Rainbow World Child Care Center and	early childhood services	225.00
		00013396	04/09/2014	Sharon Van Cleave	Mileage - Powerschool cons	17.92
		00013397	04/09/2014	Shopko Stores Operating Co., LLC	Sped Supplies	22.49
		00013398	04/09/2014	Wayne County Ag Society	2014 Fairbook Ad	130.00
		00013399	04/09/2014	Zach Heating and Cooling	EL & HS Maint Supplies	8.00
		00013399	04/09/2014	Zach Heating and Cooling	EL & HS Maint Supplies	8.00
		00013399	04/09/2014	Zach Heating and Cooling	EL & HS Maint Supplies	12.50

01 - GENERAL FUND Totals: 11,761.80

Report Total: 11,761.80

Check Summary Report

Date: 03/01/2014 thru 03/31/2014

Check Number	Status	Check / Void Date	Vendor Name	PO Number	Description	Amount
14-8429	C	03/03/2014	WISNER-PILGER SCHOOLS	Athletic	8 CHEERLEADERS/1 sponsor BB Dist. Final	37.00
14-8430	C	03/03/2014	NSAA	"	C2-4 SUBDIST. BB; 2/24, 25,	1,805.73
14-8431	C	03/03/2014	HOMER PUBLIC SCHOOL	"	C2-4 SUBDIST. BB; 2/24, 25,	310.41
14-8432	C	03/03/2014	LAUREL-CONCORD PUBLIC	"	C2-4 SUBDIST. BB; 2/24, 25,	104.20
14-8433	C	03/03/2014	PONCA PUBLIC SCHOOL	"	C2-4 SUBDIST. BB; 2/24, 25,	279.81
14-8434	C	03/03/2014	WAKEFIELD PUBLIC SCHOOL	"	C2-4 SUBDIST. BB; 2/24, 25,	95.70
14-8435	C	03/03/2014	WINNEBAGO HIGH SCHOOL	"	C2-4 SUBDIST. BB; 2/24, 25,	334.21
14-8436	C	03/03/2014	HAUFF MID-AMERICA	Baseball	PART COST/BASEBALL UNIFORMS	1,500.00
14-8437	C	03/04/2014	MARCO, INC.	Grades / JH Science	COLOR COPIES USED	126.96
14-8438	C	03/06/2014	UNL LANGUAGE FAIR	Spanish Club	REG. - 6 STUDENTS	54.00
14-8439	C	03/06/2014	TONY CANTRELL	Power Drive	REIMB./SUPPLIES & PARTS	167.40
14-8440	C	03/06/2014	TONY CANTRELL	"	REIMB./WHEELS	657.78
14-8441	C	03/06/2014	FIRST NATIONAL BANK	Athletic	SUPPLIES	150.11
14-8442	C	03/06/2014	FIRST NATIONAL BANK	"	LODGING/DIST. WR	1,624.81
14-8443	C	03/06/2014	SHOPKO	Resource	STUDENT SUPPLIES	43.99
14-8444	C	03/06/2014	DAKOTA POTTERS SUPPLY	Art Club	ART CLAY	251.00
14-8445	C	03/06/2014	CARHART LUMBER	Art Club / musical	SUPPLIES	385.51
14-8446	C	03/06/2014	HOBBY LOBBY	Art Club	SUPPLIES	57.16
14-8447	C	03/06/2014	ANDERSON'S PROM	Juniors	PROM SUPPLIES	849.91
14-8448	C	03/06/2014	STADIUM SPORTS	Dance / WR	APPAREL	2,402.50
14-8449	C	03/06/2014	AMSTERDAM PRINTING &	St. Council	ACADEMIC PLANNERS	255.70
14-8450	C	03/06/2014	FIRST NATIONAL BANK	Ind. Arts / Staff Support	SUPPLIES, MEALS	205.55
14-8451	C	03/06/2014	KATHY OSTRAND	Grades	REIMB./SUPPLIES	31.21
14-8452	C	03/06/2014	PAC 'N' SAVE	Concessions	SUPPLIES	227.10
14-8453	C	03/06/2014	FARNER COMPANY	"		527.16
14-8454	C	03/06/2014	SUPERIOR - SHOWBOARD	JH Science	SCIENCE FAIR DISPLAY	624.65
14-8455	V	03/12/2014	DORIS MEYER	VOID	WORKER-C2-7 SUBDIST.	0.00
14-8456	C	03/12/2014	GENE CASEY	Athletic	WORKER-C2-7 SUBDIST.	160.00
14-8457	C	03/12/2014	DALE HOCHSTEIN	"	WORKER-C2-7 SUBDIST.	120.00
14-8458	C	03/12/2014	DIANA DAVIS	Athl. / Concessions	WORKER-C2-7 SUBDIST.	120.00
14-8459	C	03/12/2014	TRAVIS MEYER	"	WORKER-C2-7 SUBDIST.	135.00
14-8460	C	03/12/2014	JUDY POEHLMAN	Athletic	WORKER-C2-7 SUBDIST.	120.00
14-8461	O	03/12/2014	LIZ GARVIN	"	WORKER-C2-7 SUBDIST.	15.00
14-8462	C	03/12/2014	KAREN SCHARDT	"	WORKER-C2-7 SUBDIST.	90.00
14-8463	O	03/12/2014	JOYCE HOSKINS	Athl. / Concessions	WORKER-C2-7 SUBDIST.	70.00
14-8464	C	03/12/2014	JENNIFER THOMAS	Athletic	WORKER-C2-7 SUBDIST.	30.00
14-8465	C	03/12/2014	MIKE JAIXEN	"	WORKER-C2-7 SUBDIST.	120.00
14-8466	C	03/12/2014	ANNETTE RASMUSSEN	Concessions	WORKER-C2-7 SUBDIST.	125.00
14-8467	C	03/12/2014	TUCKER HIGHT	Athl. / Conc.	WORKER-C2-7 SUBDIST.	140.00
14-8468	C	03/12/2014	JOSH JOHNSON	Concessions	WORKER-C2-7 SUBDIST.	50.00
14-8469	C	03/12/2014	ROB SWEETLAND	"	WORKER-C2-7 SUBDIST.	50.00
14-8470	O	03/12/2014	JILL NIEMANN	"	WORKER - C2-7 SUBDIST.	125.00
14-8471	C	03/12/2014	MELODY HILL	"	WORKER - C2-7 SUBDIST.	50.00

Check Summary Report

Date: 03/01/2014 thru 03/31/2014

Check Number	Status	Check / Void Date	Vendor Name	PO Number	Description	Amount
14-8472	C	03/12/2014	LISA JANKE		Concessions WORKER - C2-7 SUBDIST.	50.00
14-8473	C	03/12/2014	TERRY BEAIR	"	WORKER - C2-7 SUBDIST.	75.00
14-8474	C	03/12/2014	PHYLIS TRENHAILE	Athl. / Concessions	WORKER - C2-7 SUBDIST.	95.00
14-8475	O	03/12/2014	PEG WEBSTER	Concessions	WORKER - C2-7 SUBDIST.	50.00
14-8476	C	03/12/2014	SYLVIA RUHL	"	WORKER - C2-7 SUBDIST.	50.00
14-8477	C	03/12/2014	BRENDAN DORCEY	Athletic	WORKER - C2-7 SUBDIST.	115.00
14-8478	C	03/12/2014	BRAD HOSKINS	"	WORKER - C2-7 SUBDIST.	60.00
14-8479	C	03/12/2014	MATT SCHAUB	"	WORKER - C2-7 SUBDIST.	25.00
14-8480	C	03/12/2014	DAVE HIX	"	WORKER - C2-7 SUBDIST.	110.00
14-8481	O	03/12/2014	ANN RUWE	"	WORKER - C2-7 SUBDIST.	180.00
14-8482	C	03/12/2014	PAM ANDERSON	"	WORKER - C2-7 SUBDIST.	120.00
14-8483	O	03/12/2014	SUZANNE BURBACH	"	WORKER - C2-7 SUBDIST.	90.00
14-8484	C	03/12/2014	DARLA MUNSON	"	WORKER - C2-7 SUBDIST.	120.00
14-8485	C	03/12/2014	LORI DICKES	"	WORKER - C2-7 SUBDIST.	120.00
14-8486	C	03/12/2014	DIANE PETERS	"	WORKER - C2-7 SUBDIST.	90.00
14-8487	C	03/12/2014	JOHN SINNIGER	"	WORKER - C2-7 SUBDIST.	80.00
14-8488	C	03/12/2014	JERYL NELSON	"	WORKER - C2-7 SUBDIST.	80.00
14-8489	C	03/12/2014	DORIS MEYER	"	WORKER - C2-7 SUBDIST.	15.00
14-8490	C	03/12/2014	LISA JANKE	Concessions	WORKER - C2-7 SUBDIST.	50.00
14-8491	C	03/13/2014	ANNETTE RASMUSSEN	Emporium	REIMB./STORE INVENTORY	453.28
14-8492	C	03/13/2014	BLICK ART MATERIALS	Juniors	PROM SUPPLIES	65.15
14-8493	C	03/13/2014	MID-BELL MUSIC, INC.	Band	RESALE ITEMS	283.79
14-8494	C	03/13/2014	GREAT AMERICAN	Oppor. Art Club	FUNDRAISER	3,906.00
14-8495	C	03/13/2014	JILL BRODERSEN	Cheerleaders	REIMB./SUPPLIES	329.80
14-8496	O	03/17/2014	JUSTIN AABERG	Speech/Drama	JUDGE/DIST. B-4 SPEECH,	100.00
14-8497	C	03/17/2014	MATTHEW GRADY	"	JUDGE/DIST. B-4 SPEECH,	120.00
14-8498	C	03/17/2014	KARA HEIDEMAN	"	JUDGE/DIST. B-4 SPEECH,	222.00
14-8499	C	03/17/2014	CHERYL HENRICHS	"	JUDGE/DIST. B-4 SPEECH,	229.00
14-8500	O	03/17/2014	AJ JOHNSON	"	JUDGE/DIST. B-4 SPEECH,	39.00
14-8501	C	03/17/2014	PEGGY KNIGHTS	"	JUDGE/DIST. B-4 SPEECH,	120.00
14-8502	C	03/17/2014	DONNA KRAMER	"	JUDGE/DIST. B-4 SPEECH,	152.00
14-8503	C	03/17/2014	JAROD OCKANDER	"	JUDGE/DIST. B-4 SPEECH,	120.00
14-8504	C	03/17/2014	RANDY ROOD	"	JUDGE/DIST. B-4 SPEECH,	191.00
14-8505	C	03/17/2014	MARIANN VON REIN	"	JUDGE/DIST. B-4 SPEECH,	170.00
14-8506	C	03/17/2014	JEFFREY MEYER	"	TAB RM./DIST. B-4 SPEECH,	100.00
14-8507	C	03/17/2014	DIANA FERNANDEZ	"	TAB RM./DIST. B-4 SPEECH,	100.00
14-8508	O	03/17/2014	SARAH OLTJENBRUNS	"	EXTEMP. PREP	125.00
14-8509	C	03/18/2014	CHESTERMAN CO.	Concessions	BEVERAGES	1,839.25
14-8510	C	03/18/2014	CHESTERMAN CO.	St. Council	VENDING MACHINE	85.00
14-8511	C	03/18/2014	CHESTERMAN CO.	"	VENDING MACHINE	254.00
14-8512	C	03/18/2014	CHESTERMAN CO.	Grades	VENDING MACHINE	103.25
14-8513	C	03/18/2014	STADIUM SPORTS	WR	APPAREL	80.00
14-8514	O	03/18/2014	JILL PICKINPAUGH	Grades	REIMB./SUPPLIES	192.83
14-8515	C	03/18/2014	DALE HOCHSTEIN	TR	REIMB./TRACK SUPPLIES	363.53

Check Summary Report

Date: 03/01/2014 thru 03/31/2014

Check Number	Status	Check / Void Date	Vendor Name	PO Number	Description	Amount
14-8516	C	03/18/2014	UDDER DELIGHTS	TR	TRACK INCENTIVES	100.00
14-8517	O	03/18/2014	SCHOLASTIC INC.	Grades	READING BOOKS	190.00
14-8518	C	03/18/2014	WAYNE STATE COLLEGE	Athletic	INDOOR TR INVITE, 3/22	170.00
14-8519	C	03/19/2014	GREATER NEBRASKA	JH Science	REG. - 7 STUDENTS, SCIENCE FAIR	140.00
14-8520	C	03/19/2014	LIED LODGE	"	LODGING/4 ROOMS, 2 NIGHTS	616.00
14-8521	C	03/19/2014	SUBWAY	St. Council	MEAL CERTIFICATES FOR BLOOD DRIVE	200.00
14-8522	O	03/21/2014	ADAM JORGENSEN	Athletic	LINING UP UMPIRES FOR	150.00
14-8523	C	03/21/2014	S.D. 17 GENERAL FUND	Grades	REIMB./BOOK FAIR COSTS	352.23
14-8524	C	03/21/2014	AWARDS UNLIMITED, INC.	Athletic	GOLF AWARDS	172.60
14-8525	O	03/21/2014	LINCOLN CHASE SUITES	"	LODGING/FB COACHES CLINIC	636.00
14-8526	C	03/21/2014	STADIUM SPORTS	Baseball	SOCKS/BELTS	396.00
14-8527	O	03/21/2014	WAKEFIELD PUBLIC SCHOOL	Choir	REIMB./LODGING FOR UNO HONOR CHOIR	504.00
14-8528	C	03/21/2014	PROM NITE	Juniors	PROM SUPPLIES	381.18
14-8529	O	03/21/2014	LIZ GARVIN	Grades	REIMB./LANG. ARTS	39.00
14-8530	O	03/21/2014	NORFOLK ARTS CENTER	"	FIELD TRIP, 3/25	189.00
14-8531	C	03/21/2014	SCHOOL SUPPLIES	JH	POCKET FOLDERS FOR STUDENTS	319.40
14-8532	C	03/21/2014	TREE HOUSE, INC.	JH Science	INK CARTRIDGES	292.00
14-8533	O	03/21/2014	SCHOLASTIC READING CLUB	Grades	READING BOOKS	121.00
14-8534	O	03/24/2014	CLASS "B" ALL STATE HONOR	Band	REG. - 3 STUDENTS	90.00
14-8535	O	03/26/2014	SCOTUS CENTRAL CATHOLIC	Athletic	TR RELAYS, 4/1	120.00
14-8536	O	03/26/2014	STANTON PUBLIC SCHOOLS	"	JH TR INVITE, 4/10	100.00
14-8537	O	03/26/2014	CHARTWELLS	JH Science	MEALS/NJAS REG. SCIENCE	226.05
14-8538	C	03/27/2014	STATE NEBRASKA BANK	Athletic	BA - FT. CALHOUN, CRETE	900.00
14-8539	O	03/28/2014	ADAM JORGENSEN	"	UMPIRE, BA - FT. CALHOUN,	130.00
14-8540	O	03/28/2014	AARON CHRISTIANS	"	UMPIRE, BA - FT. CALHOUN,	130.00

Report Total: 32,612.90

ALL Data

Current Cash Balance Report

Date: 01/01/2014 thru 03/31/2014

Arranged by:
Group ID and Activity Number

Activity Number and Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
A SPORTS					
1005 ATHLETIC	17,144.21	41,432.27	49,001.72	0.00	9,574.76
1006 ATHLETIC/STRENGTH & CONDITIONING	642.04	0.00	0.00	0.00	642.04
1007 BASEBALL	4,502.10	0.00	1,896.00	0.00	2,606.10
1010 BOYS BASKETBALL	2,083.94	5,866.00	7,024.22	0.00	925.72
1011 GIRLS BASKETBALL	3,658.95	10.00	210.00	0.00	3,458.95
1015 FOOTBALL	2,042.58	80.00	1,972.00	0.00	150.58
1016 BOYS GOLF	667.54	0.00	0.00	0.00	667.54
1017 GIRLS GOLF	728.69	436.75	247.46	0.00	917.98
1019 SOFTBALL	99.04	0.00	0.00	0.00	99.04
1020 TRACK/CROSS COUNTRY	2,062.92	546.75	480.03	0.00	2,129.64
1025 VOLLEYBALL	847.22	0.00	0.00	0.00	847.22
1030 WRESTLING	2,656.55	1,870.00	2,027.25	0.00	2,499.30
A SPORTS Totals:	37,135.78	50,241.77	62,858.68	0.00	24,518.87
B CLUBS & ORGANIZATIONS					
1503 AMBASSADORS	0.00	0.00	0.00	0.00	0.00
1505 ANNUAL	8,355.53	0.00	5,123.30	0.00	3,232.23
1506 ART CLUB	3,564.60	5,505.00	4,513.59	0.00	4,556.01
1510 CLOSE-UP	517.97	3,500.00	4,000.00	0.00	17.97
1514 FBLA	1,164.66	0.00	40.00	0.00	1,124.66
1515 FRIENDS	1,265.33	332.00	432.05	0.00	1,165.28
1520 GERMAN CLUB	47.96	0.00	0.00	0.00	47.96
1521 MOCK TRIAL	382.36	0.00	0.00	0.00	382.36
1525 NATIONAL HONOR SOCIETY	663.14	0.00	0.00	0.00	663.14
1528 SCIENCE CLUB	0.00	0.00	0.00	0.00	0.00
1530 SPANISH CLUB	1,976.41	436.75	54.00	0.00	2,359.16
1535 SPEECH/DRAMA CLUB	274.13	2,141.00	2,110.75	0.00	304.38
1540 STUDENT COUNCIL	8,296.08	2,291.90	1,854.95	0.00	8,733.03
1545 W CLUB	235.77	436.75	0.00	0.00	672.52
B CLUBS & ORGANIZATIONS Totals:	26,743.94	14,643.40	18,128.64	0.00	23,258.70
C GRADUATING CLASSES					
2008 CLASS OF 1997	0.00	0.00	0.00	0.00	0.00
2009 CLASS OF 1998	0.00	0.00	0.00	0.00	0.00
2010 CLASS OF 1999	0.00	0.00	0.00	0.00	0.00
2011 CLASS OF 2000	0.00	0.00	0.00	0.00	0.00
2012 CLASS OF 2001	0.00	0.00	0.00	0.00	0.00
2013 CLASS OF 2002	0.00	0.00	0.00	0.00	0.00
2014 CLASS OF 2003	0.00	0.00	0.00	0.00	0.00
2015 CLASS OF 2004	0.00	0.00	0.00	0.00	0.00
2016 CLASS OF 2005	0.00	0.00	0.00	0.00	0.00
2017 CLASS OF 2006	0.00	0.00	0.00	0.00	0.00
2018 CLASS OF 2007	0.00	0.00	0.00	0.00	0.00
2019 CLASS OF 2008	0.00	0.00	0.00	0.00	0.00
2020 CLASS OF 2009	0.00	0.00	0.00	0.00	0.00
2021 CLASS OF 2010	0.00	0.00	0.00	0.00	0.00
2022 CLASS OF 2011	0.00	0.00	0.00	0.00	0.00
2023 CLASS OF 2012	0.00	0.00	0.00	0.00	0.00
2024 CLASS OF 2013	0.00	0.00	0.00	0.00	0.00
2025 CLASS OF 2014	1,363.95	0.00	0.00	0.00	1,363.95
2026 CLASS OF 2015	2,358.88	436.75	1,418.58	0.00	1,377.05
2027 CLASS OF 2016	2,757.23	0.00	0.00	0.00	2,757.23
2028 CLASS OF 2017	1,971.48	0.00	0.00	0.00	1,971.48
C GRADUATING CLASSES Totals:	8,451.54	436.75	1,418.58	0.00	7,469.71

ALL Data

Current Cash Balance Report

Arranged by:

Date: 01/01/2014 thru 03/31/2014

Group ID and Activity Number

Activity Number and Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
D ACADEMIC CLUBS					
2505 BAND	1,513.30	1,560.00	886.96	0.00	2,186.34
2510 ELEMENTARY STRINGS	581.86	0.00	0.00	0.00	581.86
2515 CHOIR	764.14	580.00	1,167.39	0.00	176.75
D ACADEMIC CLUBS Totals:	2,859.30	2,140.00	2,054.35	0.00	2,944.95
E DISTRICT MONIES					
3010 DRIVERS EDUCATION	0.00	0.00	0.00	0.00	0.00
E DISTRICT MONIES Totals:	0.00	0.00	0.00	0.00	0.00
F ATHLETIC SUPPORT GROUPS					
3505 CHEERLEADERS	946.49	1,711.75	785.80	0.00	1,872.44
3510 CONCESSIONS	15,411.39	24,054.60	17,339.26	0.00	22,126.73
3512 DANCE SQUAD	3,199.11	733.91	2,064.60	0.00	1,868.42
3515 POPPER FUND	450.00	0.00	0.00	0.00	450.00
F ATHLETIC SUPPORT GROUPS Totals:	20,006.99	26,500.26	20,189.66	0.00	26,317.59
G GRANTS					
4005 AWARE GRANT	0.00	0.00	0.00	0.00	0.00
4010 DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00
4050 NMSI GRANT	0.00	0.00	0.00	0.00	0.00
G GRANTS Totals:	0.00	0.00	0.00	0.00	0.00
H VOCATIONAL ORGANIZATIONS					
4505 INDUSTRIAL ARTS	472.65	0.00	194.10	0.00	278.55
4510 POWER DRIVE PROGRAM	3,882.44	800.00	2,209.55	0.00	2,472.89
H VOCATIONAL ORGANIZATIONS Totals:	4,355.09	800.00	2,403.65	0.00	2,751.44
I INVESTMENT					
5005 SAVINGS ACCOUNT	-14,999.93	0.00	0.00	0.00	-14,999.93
5010 INTEREST ON CHECKING ACCT.	2,707.05	0.00	0.00	0.00	2,707.05
I INVESTMENT Totals:	-12,292.88	0.00	0.00	0.00	-12,292.88
J MISCELLANEOUS					
5505 ADULT EDUCATION	0.00	0.00	0.00	0.00	0.00
5508 DINNER THEATER	2,151.25	0.00	0.00	0.00	2,151.25
5510 DISPENSER	11.20	0.00	0.00	0.00	11.20
5512 EMPORIUM	1,664.97	441.15	1,269.28	0.00	836.84
5515 GRADES K-6	19,981.86	8,528.12	8,079.20	0.00	20,430.78
5520 HS LIBRARY	71.52	0.52	0.00	0.00	72.04
5524 MID-STATE CONFERENCE	0.00	0.00	0.00	0.00	0.00
5525 MENTOR TEACHER	0.00	0.00	0.00	0.00	0.00
5530 MUSICAL	10,362.32	0.00	226.35	0.00	10,135.97
5533 NORTHEAST COMMUNITY COLLEGE	0.00	0.00	0.00	0.00	0.00
5535 PADLOCK	81.10	0.00	0.00	0.00	81.10
5536 STUDENT ASSISTANCE	2,665.23	0.00	0.00	0.00	2,665.23
5537 RESOURCE	1,255.89	0.00	52.36	0.00	1,203.53
5540 SPECIAL OLYMPICS	233.85	0.00	0.00	0.00	233.85
5544 STAFF SUPPORT SERVICES	415.09	253.87	158.45	0.00	510.51
5545 TAB	21.26	0.00	0.00	0.00	21.26
5550 POP MACHINE	0.00	0.00	0.00	0.00	0.00
5580 WSC #431	0.00	0.00	0.00	0.00	0.00
5600 STUDENT FEE FUND	6.00	3,075.00	0.00	0.00	3,081.00
J MISCELLANEOUS Totals:	38,921.54	12,298.66	9,785.64	0.00	41,434.56
K MIDDLE GRADES					
6005 JUNIOR HIGH SCHOOL	11,131.44	64.00	319.40	0.00	10,876.04
6010 MS LIBRARY	0.00	0.00	0.00	0.00	0.00
6012 JH SCIENCE	2,060.34	581.80	2,410.55	0.00	231.59
6015 MS STUDENT COUNCIL	0.00	0.00	0.00	0.00	0.00

ALL Data

Current Cash Balance Report

Date: 01/01/2014 thru 03/31/2014

Arranged by:
Group ID and Activity Number

<u>Activity Number and Name</u>	<u>Beginning Cash</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Adjustments</u>	<u>Cash Balance</u>
6020 MS YEARBOOK	0.00	0.00	0.00	0.00	0.00
K MIDDLE GRADES Totals:	13,191.78	645.80	2,729.95	0.00	11,107.63
Report Totals:	139,373.08	107,706.64	119,569.15	0.00	127,510.57

LEASE-PURCHASE AGREEMENT

This **LEASE-PURCHASE AGREEMENT**, dated as of May 14, 2014 (the “**Agreement**”), is made by and among **BOKF, NATIONAL ASSOCIATION**, a national banking association duly organized and validly existing under the laws of the United States of America, as lessor (the “**Lessor**”), **WAYNE COUNTY SCHOOL DISTRICT 0017 (WAYNE COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA** (the “**District**” or the “**Lessee**”) and **BOKF, NATIONAL ASSOCIATION**, a national banking association duly organized and validly existing under the laws of the United State of America, as registrar and paying agent (the “**Registrar**”).

WHEREAS, the Lessor proposes to (a) purchase the items of personal property specified on **Exhibit A** attached (“**Exhibit A**”), together with all replacements, repairs and additions incorporated therein or affixed thereto (the “**Leased Property**”), (b) finance its acquisition of the Leased Property by the issuance of Certificates of Participation in substantially the form appended hereto as **Exhibit B** (the “**Certificates**”) constituting assignments of proportionate interests in the right of Lessor to receive certain payments from the District under this Agreement, and (c) lease the same to the District as provided herein;

NOW, THEREFORE, the parties do hereby covenant and agree as follows:

1. The District hereby assigns all of its right, title and interest in and to the contracts for the purchase of the personal property specified in **Exhibit A** (the “**Contracts**”) to the Lessor, and the Lessor hereby accepts such assignment.

2. The Lessor hereby agrees to lease to the District and the District hereby agrees to lease from Lessor the Leased Property upon the following terms and conditions:

(a) The Lessor hereby appoints the District as its agent to acquire the Leased Property as provided herein. The District will accept the Leased Property as soon as it has been delivered and is operational or, if the manufacturer or vendor allows a preacceptance test period, as soon as the test period has expired. The District will evidence its acceptance of the Leased Property by executing and delivering to Lessor a delivery and acceptance certificate. To the extent the same is not paid from the proceeds of the issuance, sale and delivery of the Certificates, the District will pay all transportation and other costs, if any, in connection with the delivery of the Leased Property.

(b) The term of this Agreement shall commence as of the date hereof to and including May 15, 2017, provided, however, that the lease period for all items of Leased Property shall terminate upon the earliest of any of the following events:

(i) the exercise by the District of the option to purchase the Leased Property granted under the provisions of **Section 2(l)** of this Agreement;

(ii) a default by the District and Lessor’s election to terminate this Lease under **Section 2(u)**; or

(iii) the payment by the District of all Lease Payments authorized or required to be paid by the District hereunder.

(c) The District shall pay to the Lessor basic cash rent (each, a “**Rent Payment**”) in the total amount of _____ Dollars (\$_____) in accordance with the following schedule, a portion of which represents the payment of interest as set forth in the following schedule:

<u>Rent Payment Date</u>	<u>Principal Installment</u>	<u>Interest Installment</u>	<u>Total Amount Due</u>
November 15, 2014	\$85,000	\$	\$
May 15, 2015	85,000		
November 15, 2015	85,000		
May 15, 2016	85,000		
November 15, 2016	90,000		
May 15, 2017	90,000		

The District shall not be required to make a Rent Payment to the extent that there are funds on deposit in the Payment Fund (established in **Section 10** hereof) which are available and may be applied to such Rent Payment on the date such Rent Payment is due and owing. The District hereby agrees to make all Rent Payments due hereunder to the Registrar, as registrar and paying agent for the Certificates.

The District agrees to pay as additional rent all taxes as provided by **Section 2(m)** hereof. All rental payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever.

(d) All cash rentals due hereunder shall be paid to the registered owners of the Certificates by the registrar.

(e) The District shall have and is hereby granted the option to prepay from time to time the amounts payable under this Agreement at any time the Certificates herein authorized are subject to redemption prior to maturity in sums sufficient to redeem or to pay or cause to be paid all or part of the Certificates in accordance with the provisions of this Agreement. Upon the deposit of money in escrow with the Registrar in an amount sufficient to redeem Certificates subject to redemption, Lessor shall take all steps necessary under the applicable redemption provisions of the Certificates to effect redemption of all or part of the then outstanding Certificates, as may be specified by the District, on the date established for such redemption, and the Rent Payments due pursuant to subparagraph 2(c) hereof shall be adjusted accordingly.

(f) The District hereby indemnifies and agrees to save Lessor harmless from any and all liability and expense arising out of the ordering, ownership, use, condition, or operation of each item of Leased Property during the term of this Agreement, including liability for death or injury to persons, damage to property, strict liability under the laws or judicial decisions of any state or the United States, and legal expenses in defending any claim brought to enforce any such liability or expense, but excluding any liability for which the District is not responsible under **Section 2(m)** hereof.

(g) The Leased Property may be used by the District for any purpose which it desires; provided, however, that the District will make no use of the Leased Property or allow the Leased Property to be used in any manner that would cause the Interest Installments on the Certificates to be included in the gross income of the holders thereof for federal income tax purposes. The Leased Property will have a useful life in the hands of the District that is in excess of the term of this Agreement.

(h) This Agreement cannot be canceled or terminated except as expressly provided herein.

(i) The District acknowledges that the Lessor is causing the Certificates to be issued in order to obtain the money to finance the acquisition of the Leased Property pursuant to the Contracts and pay the expenses of obtaining such financing, and the District does hereby consent thereto. It is understood and agreed by the parties hereto that all payments by the District to the Lessor hereunder shall constitute full and final discharge of the District's obligations in respect thereof under this Agreement; that any default or failure by the Lessor in the making of any payments pursuant to the Certificates to the respective owners thereof shall not give rise to any right or claim on behalf of such owners of the Certificates against the District; and that the Lessor shall indemnify and hold the District harmless in connection with claims for amounts due the owners of the Certificates, to the extent that the District shall have tendered to the Lessor the payments provided for herein.

(j) The Registrar agrees to pay for said Leased Property from moneys in the Acquisition Fund established by **Section 11** of this Agreement, as and when so directed in accordance with the provisions of **Section 12** hereof. The parties further covenant and agree that any Certificate proceeds not expended to acquire the Leased Property by no later than May 14, 2017 shall be applied by the Registrar to the payment and retirement of Certificates to the full extent possible, without further authorization or direction.

(k) Title to the Leased Property shall be vested in the District, and the District hereby grants to the Lessor a security interest in the Leased Property until such time as all obligations of the District hereunder have been satisfied and discharged. The District covenants that it will do, execute, acknowledge, deliver and file of record or cause to be done, executed, acknowledged, delivered and filed of record, such appropriate Nebraska Uniform Commercial Code financing and continuation statements as may be required by law in order to create, vest and perfect in favor of the Lessor a UCC security interest in and to the Leased Property. On the termination of this Agreement, if the District has made all the payments due to the Lessor under the terms of this Agreement, the Lessor will release and discharge such financing and continuation statements of record and shall provide the District with such other evidence as the District shall reasonably request evidencing that the Leased Property is free and clear of all liens and encumbrances, except any encumbrances permitted pursuant to the provisions of this Agreement or caused by default of the District hereunder. The Leased Property shall remain personal property regardless of its attachment to realty, and the District agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Leased Property as a result of its attachment to realty.

(l) The District shall have, and is hereby granted the option to purchase the Leased Equipment on May 15, 2015 or any date thereafter, at a purchase price equal to the amount which, together with investment earnings thereon, is sufficient to pay the principal of and interest on the Certificates to maturity or such date of redemption for the Certificates as shall be specified by the District in the notice hereafter referred to, plus an amount necessary to pay the Registrar's fees accrued and to accrue until final payment and redemption of the Certificates. The District shall give notice of its election to purchase the Leased Property granted herein not less than 30 days prior to the day specified in such notice for the closing of the purchase of the Leased Property (or such shorter period as may be acceptable to the then-registered owner of the Certificates). Upon the giving of such notice and the deposit of moneys as required by this Section, the Lessor shall release and discharge all financing and continuation statements and take all other actions as provided by **Section 2(k)** hereof.

(m) The District shall keep the Leased Property free and clear of all levies, liens and encumbrances except those created under this Agreement. The District shall comply with all laws and regulations relating to the Leased Property and its use and shall promptly pay, if and when due,

all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Leased Property or its use or the rentals hereunder excluding, however, any taxes on or measured by the Lessor's net income. Upon request by the Lessor, the District shall prepare and file all tax returns relating to taxes for which the District is responsible hereunder which the District is permitted to file under the laws of the applicable taxing jurisdiction.

(n) Except as otherwise provided in this Agreement, without the prior written consent of the holders of not less than a majority of the aggregate principal amount of Certificates at the time outstanding, the District will not sell, assign, sublet, pledge, or otherwise encumber or permit a lien arising through the District to exist on or against any interest in this Agreement or the Leased Property or remove the Leased Property from its location referred to in subparagraph (a) above. The Lessor may assign its interest in this Agreement without the District's consent. The District agrees not to assert against any assignee of the Lessor any claim or defense the District may have against the Lessor.

(o) The Lessor may inspect the Leased Property at any time and from time to time during regular business hours.

(p) The District will use the Leased Property with due care and for the purpose for which it is intended. The District will maintain the Leased Property in good repair, condition and working order and will furnish all parts and services required therefor, all at its expense. All such parts when furnished shall immediately become part of the Leased Property for all purposes hereof.

(q) If the Leased Property shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or upon condemnation or seizure of the Leased Property, the District shall continue to promptly pay to the Lessor all Rent Payments and other amounts payable by the District hereunder when due without any diminution. Any insurance or condemnation proceeds received shall be credited to the District's obligation under this paragraph and the District shall be entitled to any surplus.

(r) The District shall obtain and maintain on or with respect to the Leased Property at its own expense (i) liability insurance against liability for bodily injury and (ii) property damage and physical damage insurance insuring against loss or damage to the Leased Property in an amount not less than the full replacement value of the Leased Property. The District shall furnish the Lessor with a certificate of insurance evidencing the issuance of a policy or policies to the District in at least the minimum amounts required herein, naming the Lessor as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to the Lessor, and shall contain a clause requiring the insurer to give to the Lessor at least 10 days prior written notice of any alteration in the terms of such policy or the cancellation thereof, and a clause specifying that no action or misrepresentation by the District shall invalidate such policy. The Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise the District if any such policy shall not comply with the requirements hereof. If the District has been permitted to self-insure, the District will furnish the Lessor with a letter or certificate to such effect.

(s) The District may sell, trade in, exchange or otherwise dispose of any item constituting a part of the Leased Property without any responsibility or accountability to the Lessor or the Registrar therefor, provided that Lessee substitutes and installs anywhere in the District other property or equipment having equal or greater market value (but not necessarily the same function) in the operation of the District. All such substituted property or equipment shall be free of all liens and encumbrances (other than the lien of this Agreement), shall be and become part of the Leased

Property, and shall be held by the District on the same terms and conditions as items originally comprising the Leased Property. The District will pay any costs (including reasonable counsel fees) incurred in subjecting to the lien of this Agreement any items of equipment or other property that under the provision of this subparagraph are to become a part of the Leased Property or in releasing such property or equipment from the lien of this Agreement. The District will not remove or permit the removal of any of the Leased Property from the District, except in accordance with the provisions of this **Section 2(s)**.

Eligibility of Leased Property to be released from the lien of this Agreement shall be evidenced by a certificate signed by the District and delivered to the Lessor and the Registrar, confirming the District's compliance with this subparagraph. Upon receipt of such certificates from time to time, the Lessor and the Registrar shall promptly execute and deliver to the District such partial releases, bills of sale and other documents as may be required to vest title to the items of Leased Property so released, free of lien or any security interest provided for herein, or other purchaser or recipient of such Leased Property.

(t) Each of the following events shall constitute an “**Event of Default**” hereunder: (i) the District shall fail to make each Rent Payment when due; (ii) the District shall fail to observe or perform any other agreement to be observed or performed by the District hereunder and the continuance thereof for 10 calendar days following written notice thereof by the Lessor to the District; (iii) the District makes an assignment for the benefit of creditors; (iv) the District shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debts, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or all or a substantial part of its assets; and (v) an event of default shall occur under any other obligation of the District (or an assignee of the District) owed to the Lessor (or an assignee of the Lessor).

(u) The Lessor and the District agree that the Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Agreement is executed because the value of the Leased Property at the expiration of this Agreement is uncertain, and therefore they agree that for purposes of this **Section 2(u)**, “**Lessor's Loss**” as of any date shall be the sum of the following: (i) the amount of all rent and other amounts payable by the District hereunder due but unpaid as of such date plus (ii) such amount as shall be necessary to provide for the payment of the principal of and interest on the Certificates to maturity or earlier redemption as shall be determined by the Lessor.

Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in subparagraph 2(t)(iv) an amount equal to Lessor's Loss as of the date of such occurrence shall automatically be and become immediately due and payable without notice or demand of any kind.

(i) Lessor may, by written notice to the District, terminate this Agreement and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of the District to use the Leased Property shall terminate but the District shall be and remain liable as provided in **Section 2(u)**. The District shall at its expense promptly deliver the Leased Property to Lessor at a location or locations designated by Lessor. Lessor may also enter upon the premises where the Leased Property is located and take immediate possession of and remove the same with or without instituting legal proceedings.

(ii) Lessor may proceed by appropriate court action to enforce performance by the District of the applicable covenants of this Agreement or to recover, for breach of this Agreement, Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from the District in any such action without having to repossess and dispose of the Leased Property, Lessor shall transfer the Leased Property to the District at its then location upon payment of any additional amount due under clause C, D or E below.

(iii) If Lessor repossesses the Leased Property, Lessor shall either retain the Leased Property in full satisfaction of the District's obligation hereunder or sell or lease each item of Leased Property in such manner and upon such terms as Lessor may in its sole discretion determine. The proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clause D or E below. Lessor shall be entitled to any surplus and the District shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Leased Property by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Leased Property in determining the rent under such Agreement.

(iv) Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid at the rate of 10% per annum.

(v) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation and disposition of the Leased Property.

No remedy given in **Section 2(u)** is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to recover amounts for which the District is liable hereunder. No express or implied waiver by Lessor of any Event of Default shall constitute a waiver of any other Event of Default.

(v) In making this agreement, the District is exercising the power granted to it pursuant to Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended. The District hereby determines that the Leased Property is essential to its proper, efficient and economic operation and desires to enter into this Agreement for the acquisition of the Leased Property under the terms hereof, which Leased Property is necessary for the governmental functions of the District, and the parties agree that such Leased Property shall be for the exclusive use and benefit of the District. Lessor represents and warrants that it is neither the manufacturer nor a dealer or merchant of the Leased Property, but has agreed to provide the funding for and on behalf of the District for the acquisition of the Leased Property under the terms hereof at the specific request of the District.

(w) The District represents and warrants and, so long as this Agreement is in effect or any part of the District's obligations to Lessor remain unfulfilled, shall continue to warrant at all times that:

(i) The District is duly organized and validly existing and has the power and authority to enter into this Agreement, and to carry out the terms of this Agreement and to do all other acts necessary or advisable to consummate and effectuate the transaction contemplated by this Agreement and to carry out its obligations hereunder.

(ii) The District has authorized the execution and delivery of this Agreement and has or will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, and that the performance of the District's obligations hereunder have been duly and validly authorized and approved under all laws and regulations and procedures applicable to the District, and the consent of all necessary persons or bodies have been obtained and duly and validly executed and delivered, and that this Agreement constitutes a valid, legal and binding obligation of the District enforceable against the District in accordance with the respective terms hereof.

(iii) The District has complied with all bidding requirements, if necessary, and any and all appropriations, funding, hearing or other requirements under law, and that no other consent, approval or ratification of the terms hereof is necessary for this Agreement to be valid.

(iv) The District warrants that it will do or cause to be done all things necessary to preserve and keep this Agreement in full force and effect during its existence.

(x) The District agrees that it has selected each item of Leased Property based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTY WITH RESPECT TO THE LEASED PROPERTY, EXPRESSED OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR THE CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE LEASED PROPERTY. The District agrees to make the Rent Payments and other payments required hereunder without regard to the condition of the Leased Property and to look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Leased Property for any reason be defective. So long as no Event of Default has occurred and is continuing, Lessor agrees, to the extent they are assignable, to assign to the District without any recourse to Lessor, any warranty received by Lessor.

(y) Lessor may assign its rights, title and interest in and to this Agreement, the Leased Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Leased Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to the District which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by Lessor or by the District to evidence the assignment, but the District will acknowledge such assignments in writing if so requested and will provide such further certifications and acknowledgments as reasonably requested by Lessor.

(z) The Lessor and the District acknowledges that the Internal Revenue Code of 1986, as amended (the "Code"), requires that a book-entry record be maintained with respect to the Agreement which identifies each owner of Lessor's interest in the Agreement. The Registrar hereby agrees to maintain such record pursuant to and in accordance with the terms of the Agreement.

3. The Certificates shall be issued in the aggregate principal amount of \$520,000; shall be delivered in the form of fully registered certificates without coupons in the denomination of \$5,000 each or any integral multiple thereof; shall be numbered from one upwards in order of issuance; shall be substantially in the form set forth in **Exhibit B** hereto; shall be dated their date of delivery and shall mature in the principal amounts on the dates and bear interest calculated on the basis of a 360-day year consisting of twelve 30-day months as follows:

<u>Principal Amount</u>	<u>Payment Date</u>	<u>Interest Rate</u>
\$85,000	November 15, 2014	%
85,000	May 15, 2015	
85,000	November 15, 2015	
85,000	May 15, 2016	
90,000	November 15, 2016	
90,000	May 15, 2017	

Interest on the Certificates is payable semiannually on May 15 and November 15 of each year, beginning November 15, 2014 (each, an “**Interest Payment Date**”), until maturity or earlier redemption to the registered owner of each Certificate by check or draft mailed on the date such interest is payable by the Registrar or its successor to such registered owner’s address as it appears on the registration books maintained by the Registrar as of the close of business on the fifteenth date (whether or not a business day) preceding any Interest Payment Date (the “**Record Date**”). The principal of the Certificates and the interest due at maturity is payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debt to the registered owners thereof upon presentation and surrender of such Certificates to the Registrar upon maturity or earlier redemption.

4. The Certificates shall be redeemable at the option of the Lessor upon direction of the District at any time on or after May 15, 2015 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date fixed for redemption. If less than all of the Certificates are redeemed at any time, they shall be redeemed in such principal amounts and from such maturity or maturities as the District, in its sole discretion, shall direct in integral multiples of \$5,000. If less than all of the Certificates of any maturity are to be called for redemption, the Registrar shall select the particular Certificates of such maturity to be redeemed by lot. Any Certificate redeemed in part only shall be surrendered to the Registrar in exchange for a new Certificate evidencing the unredeemed principal amount thereof.

Notice of redemption of any Certificate called for redemption shall be given at the direction of the District by the Registrar by mail not less than 30 days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then-registered owner), first-class, postage prepaid, sent to the Registered Owner at such Registered Owner’s address. Notice of redemption need not be given to the Registered Owner of any Certificate who has waived notice of redemption. The District shall give written notice to the Registrar of its election to redeem Certificates at least 45 days prior to the redemption date, or such shorter period as shall be acceptable to the Registrar. Such notice shall designate the Certificate or Certificates to be redeemed by maturity or otherwise, the date fixed for redemption and shall state that such Certificate or Certificates are to be presented for prepayment at the designated corporate trust administration office of the Registrar (the “**Designated Office**”). In case of any Certificate partially redeemed, such notice shall specify the portion of the principal amount of such Certificate to be redeemed. No defect in the mailing of notice for any Certificate shall affect the sufficiency of the proceedings of the District designating the Certificates called for redemption or the effectiveness of such call for Certificates for which notice by mail has been properly given and the District shall have the right to direct further notice of redemption for any such Certificate for which defective notice has been given.

If on or before the redemption date funds sufficient to pay the Certificates so called for redemption, at the applicable redemption price and accrued interest to such date, have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as herein provided, then from and after the date fixed for redemption, interest on the Certificates so called shall cease to accrue and become payable. If funds shall not have been deposited with the Registrar as specified on or before the date fixed for redemption, such call for redemption shall be revoked and the

Certificates so called for redemption shall continue to be outstanding to the same extent as though they had not been called, and shall continue to bear interest until paid at the rate they would have borne had they not been called for redemption, and shall continue to be protected by this Lease and entitled to the benefits and security hereof.

5. Each of the Certificates shall be executed in the name of, and by, the Lessor by the manual or facsimile signature of an authorized officer of the Lessor and shall be authenticated by the manual signature of an authorized officer of the Registrar. The Certificates shall be issued initially as “book-entry-only” certificates using the services of The Depository Trust Company (the “**Depository**”), with one typewritten certificate per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the Lessor, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Certificates. Upon the issuance of the Certificates as “book-entry-only” certificates, the following provisions shall apply:

(a) The Lessor, the District and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Certificates as securities depository (each, a “**Participant**”) or to any person who is an actual purchaser of a Certificate from a Certificate Participant while the Certificates are in book-entry form (each, a “**Beneficial Owner**”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Certificate Participant with respect to any ownership interest in the Certificates,

(ii) the delivery to any Certificate Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Certificates, including any notice of redemption, or

(iii) the payment to any Certificate Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Certificates. The Registrar shall make payments with respect to the Certificates only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Certificates to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Certificate.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Certificates requested by the Depository in appropriate amounts. Whenever the Depository requests the Lessor and Registrar to do so, the Lessor and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Certificates or (ii) to make available Certificates registered in whatever name or names the Beneficial Owners transferring or exchanging such Certificates shall designate.

(c) If the District determines that it is desirable that certificates representing the Certificates be delivered to the Certificate Participants and/or Beneficial Owners of the Certificates and so notifies the Lessor and Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Certificate Participants of the availability through the Depository of certificates representing the Certificates. In such event, the Lessor and Registrar shall

issue, transfer and exchange certificates representing the Certificates as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this resolution to the contrary, so long as any Certificate is registered in the name of the Depository or any nominee thereof, all payments with respect to such Certificate and all notices with respect to such Certificate shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Certificates may be transferred on the books of registration maintained by the Registrar, and the Certificates may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Certificate unless and until such partially redeemed Certificate has been replaced in accordance with the provisions of Section 5 of this Resolution, the books and records of the Registrar shall govern and establish the principal amount of such Certificate as is then outstanding and all of the Certificates issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. If such supply of certificates shall be insufficient to meet the requirements of the Lessor and Registrar for issuance of replacement Certificates upon transfer or partial redemption, the District agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of an authorized officer of the Lessor and the authentication by the manual signature of an authorized officer of the Registrar. In case any officer whose signature or facsimile thereof shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate (including any certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Certificate.

6. Each Certificate shall be transferable only upon the Certificate register, which shall be kept for that purpose at the principal corporate trust office of the Registrar upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his or her duly authorized attorney. Upon the registration of the transfer and the surrender of any such Certificates, the Registrar shall provide, in the name of the transferee, a new Certificate or Certificates of the same series, maturity and aggregate principal amount and bearing interest at the same rate as the surrendered Certificates. The Certificates shall be negotiable as provided by law subject to the provisions for registration and transfer contained in this Agreement and in the Certificates. The Lessor and the Registrar shall deem and treat the person in whose name any outstanding Certificate shall be registered upon the Certificate register as the absolute owner of such Certificate, whether such Certificate shall be overdue or not, for the purpose of receiving payments of, or on account of, such Certificate and for all other purposes and the Lessor and the Registrar shall not be affected by any notice to the contrary; and all such payments so made to any such registered owner or upon his or her order shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

7. In all cases in which the privilege of exchanging or transferring Certificates is exercised, the Lessor shall execute and deliver, and the Registrar shall authenticate, Certificates in accordance with the

provisions hereof. All Certificates surrendered in any such exchanges or transfers shall forthwith be canceled and destroyed by the Registrar. Upon every exchange or transfer of a Certificate, the person requesting the exchange or transfer of Certificates shall pay the Registrar its customary fee for preparation and issuance of new Certificates and shall reimburse it for any tax, fee, or other governmental charge, required to be paid with respect to such exchange or transfer. Such amounts shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Registrar shall not be obligated to make any such exchange or transfer of any Certificate for a period of 15 days next preceding any interest or principal payment date or to transfer any Certificates called for redemption.

8. The Registrar hereby agrees to undertake all duties and responsibilities imposed on the Registrar pursuant to this Agreement and the Registrar and Paying Agent Agreement, dated May 14, 2014 (the “**Registrar and Paying Agent Agreement**”) between the District and the Registrar, including, but not limited to, its duties as registrar and paying agent for the Certificates. The District reserves the right to remove the Registrar upon 30 days notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Certificates in its possession to the successor Registrar and shall deliver the Certificate Register to the successor Registrar. The Registrar shall have only such duties and obligations as are expressly specified by this Agreement and the Registrar and Paying Agent Agreement and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the District and a successor Registrar.

The Registrar shall keep the books for the registration and transfer of Certificates and shall be responsible for making the payments of principal and interest as the same become due upon the Certificates from funds provided by the District to the Registrar for such purposes. Payments of interest due upon the Certificates prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Certificate as of the Record Date addressed to such owner’s registered address as shown on the books of registration as required to be maintained under this **Section 8**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest and redemption premium, if any, then due, shall be made by the Registrar upon presentation and surrender of such Certificate at the office of the Registrar.

9. Upon execution of the Certificates by the District, the Certificates shall be delivered to the Registrar for registration and authentication. The Certificates shall not be valid and binding until authenticated by the Registrar. Upon authentication and registration by the Registrar, the Certificates shall be delivered to Ameritas Investment Corp. as the underwriter thereof (the “**Underwriter**”), upon receipt of \$_____, plus accrued interest thereon to date of payment of the Certificates (the “**Purchase Price**”). The Underwriter shall have the right to direct the registration of the Certificates and the denominations thereof within each maturity, subject to the restrictions of this Agreement.

The proceeds of the sale of the Certificates, including the interest accrued on the Certificates from their date to the date of delivery of and payment therefor, shall be received by the District, shall be paid over, deposited and credited, and used and applied, as follows:

(a) An amount equal to the accrued interest received upon the issuance, sale and delivery of the Certificates shall be deposited into the Payment Fund established by **Section 10** hereof and disbursed to pay a portion of the interest component on the Certificates on November 15, 2014; and

(b) The balance of the proceeds of the Certificates shall be deposited into the Acquisition Fund established in **Section 11** hereof and disbursed to pay the costs of acquiring the Leased Property in accordance with the provisions of **Section 12** hereof.

10. There is hereby created and established with the Registrar a fund to be designated the “Wayne County School District 0017 Certificate Payment Fund” (the “**Payment Fund**”) which shall be used solely to pay the principal of and the interest on the Certificates as the same shall become due. There shall be deposited into the Payment Fund all Rent Payments made by the District pursuant to this Agreement and investment earnings as provided in **Section 14** hereof. After payment or provision for payment in full of the principal of and interest on the Certificates, any balance remaining in the Payment Fund shall be paid to the District.

11. There is hereby created and established with the District a fund to be designated the “Wayne County School District 0017 Equipment Acquisition Fund” (the “**Acquisition Fund**”). The proceeds of the issuance and sale of the Certificates deposited into the Acquisition Fund shall be used for the following purposes:

(a) Payment, if any, as shall be necessary to reimburse the District in full for advances and payments made at any time prior to or after the delivery of the Certificates for expenditures in connection with the construction and installation of the Leased Property, including, but not necessarily limited to, the repayment of any temporary loan, including interest thereon, the installation of utility services, and any architectural, engineering, legal, fiscal or supervisory costs and expenses relating to the Leased Property.

(b) Payment of legal and accounting fees and expenses and printing and engraving costs incurred in connection with the authorization, sale and issuance of the Certificates, and this Agreement and all other documents in connection therewith and payment of all such fees, costs and expenses; and payment of fees and expenses of the Lessor and financial consultant.

(c) Payment for labor, services, materials and supplies used or furnished in the acquisition, construction and installation of the Leased Property, including sales and use taxes, if any, reimbursement to the District for such cost incurred prior to the issuance of the Certificates; payment for the cost of the construction, acquisition and installation of utility services or other facilities, and payment for the miscellaneous expense incidental thereto.

(d) Payment of the fees, if any, for architectural, engineering and supervisory services with respect to the Leased Property.

All moneys remaining in the Acquisition Fund after the acquisition and installation of the Leased Property and after payment or provision for payment of all other items provided for in this section shall be held by the Registrar and applied to the payment of the interest component on the Certificates next becoming due. The Registrar shall keep and maintain adequate records pertaining to the Acquisition Fund and all disbursements therefrom, and after the Leased Property has been acquired and installed, the Registrar shall file a statement of income and disbursements with respect thereto with the Lessor and the District.

12. Before any of the payments referred to in the preceding **Section 11** may be made by the Registrar, the Treasurer of the District shall deliver a requisition to the Registrar authorizing and apprising the Registrar to make any such disbursement. The requisition shall also certify with respect to each such payment that:

(a) the costs or obligations in the stated amounts in such statement are presently due and payable and that each item specified in such statement is a proper charge against the Acquisition Fund and has not been paid;

(b) none of the items for which the payment is proposed to be made has formed the basis for any payment theretofore made from the Acquisition Fund;

- (c) that the item is covered by insurance under an existing policy of insurance; and
- (d) that each item for which the payment is proposed to be made is or was necessary or appropriate in connection with the acquisition and installation of the Leased Property.

The certificate shall be accompanied by mechanics' lien waivers executed by each supplier of labor and/or materials evidencing the fact that said supplier has been paid in full for all work or materials up to the current statement and payment request. The certificate shall be in substantially the form attached hereto as **Exhibit C**. The Registrar may conclusively rely upon the representations made in such certificate.

The necessary financing statements shall be filed by the Registrar in the office of the Secretary of State, in accordance with the Nebraska Uniform Commercial Code. The Registrar shall, in addition, file the required continuation statements from time to time, in order to continue the security interest in such property.

13. The completion of the acquisition, construction and installation of the Leased Property and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Registrar of a certificate of the District (which may state that such certificate is accurate to the best of such certifying officer's knowledge, information and belief) which certificate shall certify that all obligations and costs in connection with the Leased Property and payable out of the Acquisition Fund have been paid and discharged. As soon as practicable, and in any event after sixty days from the date on which the certificate referred to in the preceding sentence has been filed with the Registrar, any balance remaining in the Acquisition Fund shall without further authorization be applied to the payment of the interest portion of the Certificates next becoming due.

14. Any monies held as a part of the Acquisition Fund, the Payment Fund or other special funds shall be invested or reinvested by the District or the Registrar, as the case may be, at its discretion in:

- (a) Bonds, notes, bills or other general obligations of the United States of American whether interest-bearing or sold at a discount;
- (b) Bonds or other interest-bearing obligations, the payment of the principal and interest of which is unconditionally guaranteed by the United States of America;
- (c) Obligations issued or guaranteed as to principal and interest by any agency or person controlled or supervised by and acting as an instrumentality of the United States of America pursuant to authority granted by the Congress of the United States of America.
- (d) Certificates of deposit issued by commercial banks or savings and loan associations, to the extent that such certificates of deposit are insured by the Federal Deposit Insurance Corporation. Accounts in excess of the FDIC Insurance shall be collateralized by securities described in **Sections 14 (a), (b) or (c)**.
- (e) Repurchase agreements or reverse repurchase agreements with banks and government bond dealers reporting to and trading with the Federal Reserve Bank of New York, which such agreements are secured by securities which (i) are obligations described in **Sections 14 (a), (b), or (c)**, (ii) are held by a bank or trust company other than a part to the agreement, acting as a fiduciary, for the account of the District, and (iii) at all times have a market value (exclusive of accrued interest) at least equal to such agreements so secured.

Such investments shall mature or be redeemable at the option of the owner before the respective dates when monies held for the credit of such fund will be required for the purposes intended. The District and the Registrar shall invest and reinvest the monies in any fund held by them so that the maturity date or date of redemption at the option of the owner thereof shall coincide as nearly as practicable with the times at which the money is needed.

15. The income derived from the investment and reinvestment of funds, the interest accruing on any investment and any profit realized therefrom shall be applied to the payment of the Principal and Interest Installments becoming due on the Certificates.

16. The District's obligations under this Agreement and the liens, pledges, covenants and agreements of the District herein made or provided for with respect to any or all of the Certificates herein authorized shall be fully discharged and satisfied as to any or all of such Certificates and any such Certificate shall no longer be deemed to be outstanding hereunder if such Certificate has been purchased by the District and canceled or when the payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof or (b) shall have been provided for by depositing with the Registrar or with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment or (ii) direct general obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America ("**U.S. Government Obligations**") in such amount and bearing interest and maturing or redeemable at stated fixed prices at the option of the owner as to principal at such time or times as will ensure the availability of sufficient money to make such payment; provided, however, that with respect to any Certificate to be paid prior to maturity, the Lessor shall have duly called such Certificate for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company or with the Registrar may be invested or reinvested in U.S. Government Obligations in the hands of such bank or trust company in excess of the amount required to pay principal of and interest on the Certificates for which such monies or U.S. Government Obligations were deposited shall be paid over to the District as and when collected.

17. The District covenants for the benefit of the owners of the Certificates as follows:

(a) The District (i) will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Certificates, (ii) will not use or permit the use of any proceeds of Certificates or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Certificates and (iii) will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Certificates will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

(b) The District (i) will comply with all requirements of Section 148 of the Code to the extent applicable to the Certificates, (ii) will use the proceeds of the Certificates as soon as practicable and with all reasonable dispatch for the purposes for which the Certificates are issued, and (iii) will not invest or directly or indirectly use or permit the use of any proceeds of the Certificates or any other funds of the District in any manner, or take or omit to take any action, that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The District covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Certificates from time to time. This covenant shall survive payment in full or defeasance of the Certificates. The District specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Arbitrage Instructions, if any. Notwithstanding anything to the contrary contained herein, the Arbitrage Instructions may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates.

(d) The District covenants and agrees that (to the extent within its power or direction) it will not use any portion of the proceeds of the Certificates, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Certificate to be a “private activity bond”.

(e) The District makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

(i) the District is a governmental unit under Nebraska law with general taxing powers;

(ii) none of the Certificates is a private activity bond as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Certificates are to be used for local governmental activities of the District;

(iv) the aggregate face amount of all tax-exempt obligations (other than private activity bonds) to be issued by the District during the current calendar year is not reasonably expected to exceed \$5,000,000. The District understands that, for this purpose, (A) the District and all entities which issue bonds on behalf of the District are treated as one issuer; and (B) all bonds issued by an entity subordinate to the District are treated as issued by the District; and

(v) the District (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax-exempt obligations (including the Certificates but excluding any private activity bonds) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the excludability of the interest on the Certificates from gross income for federal tax purposes will not be adversely affected thereby.

(f) The District hereby designates this Agreement and the Certificates as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In addition, the District hereby represents that:

(i) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds”) which will be issued by the District (and all subordinate entities thereof) during current calendar year is not reasonably expected to exceed \$10,000,000; and

(ii) the District (including all subordinate entities thereof) will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds”) during current calendar year, including the Certificates, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Certificates as “qualified tax-exempt obligations” will not be adversely affected.

The Superintendent is hereby authorized to take such other action as may be necessary to make effective the designation in this subsection (f).

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

BOKF, NATIONAL ASSOCIATION, as Lessor

By: _____
Title: _____

**WAYNE COUNTY SCHOOL DISTRICT 0017
(WAYNE COMMUNITY SCHOOLS) IN THE
STATE OF NEBRASKA**, as Lessee

By: _____
President

BOKF, NATIONAL ASSOCIATION, as Registrar
and Paying Agent

By: _____
Title: _____

EXHIBIT A
LEASED EQUIPMENT

The Leased Equipment consists of:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
	General Conditions, Fees, & Project Start-up	29,585	0	0	0	0	0%	29,585	0
	Demolition, Patching, & Rerouting for HVAC	22,685	0	0	0	0	0%	22,685	0
	Ceilings Removal, Salvage, and Reinstallation	27,135	0	0	0	0	0%	27,135	0
	Window Removal & Infill	7,105	0	0	0	0	0%	7,105	0
	Structural Steel	25,065	0	0	0	0	0%	25,065	0
	Roof Hatch & Ladders	9,940	0	0	0	0	0%	9,940	0
	EPDM Roofing & Repair	36,900	0	0	0	0	0%	36,900	0
	Painting & Joint Sealants	18,825	0	0	0	0	0%	18,825	0
	HVAC	557,160	0	0	0	0	0%	557,160	0
	Electrical	162,100	0	0	0	0	0%	162,100	0
	Owner Contingency	10,000	0	0	0	0	0%	10,000	0
	SUB-TOTAL	906,500	0	0	0	0	0%	906,500	0
	CHANGE ORDERS								
	SUB-TOTAL CHANGE ORDERS	0	0	0	0	0	0	0	0
	TOTALS	906,500	0	0	0	0	0%	906,500	0

EXHIBIT B
FORM OF CERTIFICATE

Registered
No. R-____

Registered
\$_____

WAYNE COUNTY SCHOOL DISTRICT 0017
(WAYNE COMMUNITY SCHOOLS)
IN THE STATE OF NEBRASKA

CERTIFICATES OF PARTICIPATION
SERIES 2014

Evidencing Proportionate Interests
in Payments to be Made Pursuant to a Lease-Purchase Agreement
with BOKF, National Association
Dated May 14, 2014

Interest Rate	Maturity Date	Dated Date	CUSIP
%	_____ 15, 20__	May 14, 2014	

Registered Owner: **CEDE & CO.**

Principal Amount: _____ **DOLLARS**

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE CERTIFICATE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, this Certificate has been executed by the manual signature of a duly authorized officer of the Lessor.

This Certificate is dated May 14, 2014.

BOKF, NATIONAL ASSOCIATION, Lessor,
Paying Agent and Registrar

By: _____
Authorized Signature

THIS IS TO CERTIFY that the Registered Owner of this Certificate of Participation (the “**Certificate**”) named above is the owner of a proportionate interest hereinafter stated in (a) the Lease Purchase Agreement, dated as of May 14, 2014 (the “**Lease**”), among **BOKF, NATIONAL ASSOCIATION**, lessor (the “**Lessor**”), **WAYNE COUNTY SCHOOL DISTRICT 0017 (WAYNE COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA**, lessee (the “**District**”), and **BOKF, NATIONAL ASSOCIATION**, registrar and paying agent (the “**Registrar**”), (b) certain equipment to be used by the District (the “**Leased Property**”) which is the subject of the Lease and (c) the basic cash rental payments (the “**Rent Payments**”) required to be made by the Lessee under the Lease.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease, on the Maturity Date set forth above, the Principal Amount stated above, representing a proportionate interest in the Rent Payments designated as principal coming due on the Maturity Date, and to receive from the date hereof the Registered Owner’s proportionate share of the Rent Payments payable under the Lease designated as interest coming due semiannually on May 15 and November 15 of each year, beginning November 15, 2014, to and including the Maturity Date or the date of prepayment, whichever is earlier; provided that interest with respect hereto shall be payable from the interest payment date next preceding the date upon which this Certificate is registered unless (a) this Certificate is registered as of an interest payment date, in which case interest shall be payable from such interest payment date or (b) no interest has been paid or duly provided for with respect to this Certificate, in which case interest shall be paid from its Dated Date. Such proportionate share is the result of the multiplication of the specified portion of the Rent Payments designated as principal coming due on the Maturity Date by the Interest Rate set forth above.

All amounts payable hereunder are to be paid in lawful money of the United States of America, which at the time of payment is legal tender. The principal and interest due at maturity or upon redemption prior to maturity with respect to all Certificates shall be payable at the designated corporate trust administration office of the Registrar as registrar and paying agent. Interest payable with respect to all Certificates due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on each interest payment date to the registered owners thereof as of the last day of the month preceding the month in which such interest is payable and at the address shown on the books of registration maintained by the Registrar.

The Certificates are redeemable in whole or in part at the option of the Lessor upon the direction of the Lessee at any time on or after May 15, 2015 at par plus accrued interest to the date fixed for redemption. If less than all of the Certificates of any maturity are redeemed at any time, they shall be redeemed by lot in integral multiples of \$5,000.

If any of the Certificates or portions thereof (which shall be \$5,000 or any integral multiple thereof) are called for redemption as aforesaid, notice thereof identifying such Certificates or portions thereof to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then-registered owner) to the registered owner of each Certificate to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Certificate with respect to which no such failure has occurred. All Certificates so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time. If less than all of the principal amount of any Certificate of this series is to be redeemed, in such case upon the surrender of such Certificate there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Certificates of like series, maturity and interest rate in any of the authorized denominations provided by the Lease.

This Certificate is one of a series of Certificates evidencing assignments of proportionate interests in the rights to receive Rent Payments pursuant to the Lease in an aggregate principal amount of \$520,000 issued for the purpose of providing funds to finance the acquisition of the Leased Property. Under the Lease, the Leased Property has been leased by the Lessor to the District and the District has agreed to pay directly to the Registrar the semiannual Rent Payments in consideration for its right to use the Leased Property, part of the proceeds of which are required by the Lease to be distributed by the Registrar to the payment of the Certificates and interest thereon.

This Certificate is transferable by the Registered Owner in person or by such Registered Owner's attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Lease and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the Lessor shall execute and the Registrar shall deliver in exchange for this Certificate, a new Certificate or Certificates, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this Certificate, of the same series and maturity and bearing interest at the same rate.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Lease, until signed on behalf of the Lessor and authenticated by the Registrar.

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

[The remainder of this page intentionally left blank.]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification
Number of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

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

Dated: _____

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within Certificate in every
particular, without alteration or enlargement or
any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR 240.17
Ad-15))

EXHIBIT C

FORM OF CERTIFICATION

DISBURSEMENT NO. _____

TO: BOKF, National Association, as Lessor and Registrar pursuant to the Lease-Purchase Agreement (the “**Lease**”) between the District and BOKF, National Association, dated as of May 14, 2014.

This certification is made pursuant to **Section 12** of the Lease. Capitalized terms used herein shall have the same meanings specified in the Lease.

The District hereby notifies the Registrar that funds have been disbursed from the Acquisition Fund as follows:

(a) Name and Address of person to whom payment is made:

(b) Amount paid: \$_____

The District hereby certifies as follows:

(1) the costs or obligations in the stated amounts in such statement are presently due and payable and that each item specified in such statement is a proper charge against the Acquisition Fund and has not been paid;

(2) none of the items for which payment is proposed to be made has formed the basis for any payment theretofore made from the Acquisition Fund;

(3) the item is covered by insurance under an existing policy of insurance or that the District has elected to self-insure such item; and

(4) the item for which the payment is proposed to be made is or was necessary or appropriate in connection with the acquisition and installation of the Leased Property.

[The remainder of this page intentionally left blank.]

DATED: _____

**WAYNE COUNTY SCHOOL DISTRICT 0017
(WAYNE COMMUNITY SCHOOLS) IN THE
STATE OF NEBRASKA**

By: _____
Treasurer

\$520,000
WAYNE COUNTY SCHOOL DISTRICT 0017
(WAYNE COMMUNITY SCHOOLS)
IN THE STATE OF NEBRASKA
CERTIFICATES OF PARTICIPATION
SERIES 2014

CERTIFICATE PURCHASE AGREEMENT

April 14, 2014

Board of Education
Wayne County School District 0017
Wayne, Nebraska

Ladies and Gentlemen:

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Certificate Purchase Agreement, the undersigned, Ameritas Investment Corp., Omaha, Nebraska (the “**Underwriter**”), hereby offers to purchase \$520,000 in aggregate principal amount of Certificates of Participation, Series 2014 (the “**Certificates**”) to be issued by BOKF, National Association (the “**Issuer**”), at the direction of the Wayne County School District 0017 (Wayne Community Schools) in the State of Nebraska (the “**District**”), under and pursuant to a Lease-Purchase Agreement, dated May 14, 2014 (the “**Lease Agreement**”), among the District and the Issuer, as both Lessor and Registrar and Paying Agent.

SECTION 1. DISTRICT’S REPRESENTATIONS, WARRANTIES AND AGREEMENTS

By its acceptance hereof the District hereby represents and warrants to, and agrees with, the Underwriter that:

(a) The District is a Class III school district and political subdivision, organized and existing under the laws of the State of Nebraska (the “**State**”), including particularly Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended, maintaining both elementary and high school grades under the direction of a single board of education.

(b) The District is authorized pursuant to Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), to lease from the Issuer pursuant to the Lease Agreement certain equipment described in the Lease Agreement (the “**Equipment**”) which the Issuer has agreed to acquire and install in the District’s facilities.

(c) The District has complied with all provisions of the Act, the Constitution and other laws of the State and has full power and authority to consummate all transactions contemplated by this Agreement, the Certificates and the resolution of the District’s Board

of Education (the “**Board**”) approving the Lease Agreement, the issuance of the Certificates and other matters relating to the financing (the “**Resolution**”), the Registrar and Paying Agent Agreement, dated May 14, 2014 (the “**Registrar Agreement**”), between the District and BOKF, National Association, as paying agent and registrar with respect to the Certificates (the “**Registrar**”), and all authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over the subject matter have been duly obtained timely as required (except for any approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates). This Agreement, the Lease Agreement, the Registrar Agreement and any other documents executed by the District in connection with the issuance of the Certificates are referred to herein as the “**District Documents**”.

(d) The District has duly authorized all necessary action to be taken for: (i) the adoption of the Resolution; (ii) the issuance and sale of the Certificates upon the terms set forth herein and in the Resolution, the Lease Agreement and the Offering Circular; (iii) the approval of the Preliminary Offering Circular (as described herein) and the approval of the Offering Circular; (iv) the execution, delivery, receipt and due performance of the District Documents and any and all such other agreements and documents as may be required to be executed, delivered and received in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Offering Circular; and (v) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Resolution and the Offering Circular.

(e) The Resolution, as adopted and delivered, constitutes the valid and binding obligations of the District, enforceable in accordance with their respective terms. The Resolution will be in the form previously adopted by the Board, with only such changes therein or modifications thereof as to which the Underwriter, the District and Special Tax Counsel shall mutually agree. If any changes in or modifications to the Resolution are not acceptable to the Underwriter, the Underwriter shall have the right to cancel its obligations to purchase the Certificates hereunder.

(f) This Agreement constitutes the valid and binding obligation of the District, enforceable in accordance with its terms, and the Lease Agreement and the Registrar Agreement, as and when executed and delivered, will constitute the valid and binding obligations of the District, enforceable in accordance with their respective terms.

(g) The information contained in the Preliminary Offering Circular (except for such information as is permitted to be omitted therefrom pursuant to the Rule) and the final Offering Circular, in substantially the form of the Preliminary Offering Circular and dated the date of this Agreement, and in any amendment or supplement that may be authorized for use by the District with respect to the Certificates (collectively referred to as the “**Offering Circular**”) did not, does not and, as of the Closing Date, will not contain any untrue statement of a material fact and did not, does not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

(h) The District agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, as many copies of the final Offering Circular as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(3) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”), as well as Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board (the “**MSRB**”). The District agrees to deliver such copies of the Offering Circular (which shall be a final Offering Circular, as such term is defined in the Rule, as of its date) within seven business days after the execution of this Agreement. The District consents to the use of the Offering Circular by the Underwriter in connection with the sale of the Certificates.

(i) The District will not amend or supplement the Offering Circular without prior notice to and the consent of the Underwriter and will advise the Underwriter promptly if the District learns of the institution of any proceedings before or by any court, public board or body or otherwise affecting the use of the Offering Circular in connection with the offer and sale of the Certificates.

(j) If at any time when a copy of the Offering Circular should be delivered in connection with offers and sales of the Certificates, any event occurs as a result of which the Offering Circular, as then amended or supplemented, would include any untrue statement of a material fact, or omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, the District will cooperate with the Underwriter in the prompt preparation of the amendment or supplement which will correct such statement or omission.

(k) To the best of the District’s knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or threatened in writing against or affecting the District which (i) seeks to restrain or enjoin the issuance, sale or delivery of the Certificates, (ii) contests, disputes or affects in any way (A) the legal organization of the District or its boundaries, (B) the right or title of any of its officers to their respective offices, (C) the legality of any of its official acts shown to have been done in connection with the issuance of the Certificates, (D) the power and authority of the District to make the lease payments required under the Lease, which will provide money sufficient in rate and amount to assure the payment in full, and when due, of the principal of, premium, if any, and interest on the Certificates, subject to statutory limitations, (E) the legality, validity or enforceability of the District Documents or (F) the federal or State tax exempt status of the interest paid on the Certificates, or (iii) that could have a material adverse effect on the financial condition or operations of the District or its ability to make payments on the Certificates or to perform its agreements and obligations under the Lease.

(l) To the best of the District’s knowledge, the approval, adoption, execution and/or delivery of the Offering Circular, the Certificates, the District Documents, the Resolution and the other agreements contemplated hereby and by the Offering Circular, and compliance with the provisions thereof, will not conflict with or constitute on the part of the District a breach of or a default under any existing law, court or administrative regulation, decree or order or any resolution, agreement, indenture or other instrument to which the District is subject or by which it is or may be bound nor will such execution and

delivery or performance and compliance with the terms thereof result in the creation or imposition of any lien, charge or other encumbrance of any nature whatsoever upon any of its property or assets except as provided in the Certificates and the Resolution.

(m) The proceeds from the sale of the Certificates will be applied as specified in the Resolution, the Lease Agreement and in the Offering Circular.

(n) The District is not presently in default and has never been in default with respect to the payment of any principal of or interest on any evidence of indebtedness for borrowed money.

(o) As of the date hereof, the District has no knowledge of any materially adverse change in the financial condition of the District from that set forth and described in the Offering Circular.

(p) The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(q) Any certificate signed by the President or any of the duly authorized officials and representatives of the District and delivered to the Underwriter shall be deemed a representation made by the District to the Underwriter as to the statements made therein.

(r) If applicable, the District will cooperate with the Underwriter in qualifying the Certificates for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the District is not required to consent to suit or to service of process in any jurisdictions or otherwise to waive any defenses that the District might have under the laws of the State or of the United States of America. If applicable, the District consents to the use by the Underwriter in the course of the Underwriter's compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Certificates, subject to the right of the District to withdraw such consent for cause by written notice to the Underwriter. Prior to the earlier of (i) receipt of written notice from the Underwriter that Offering Circulars are no longer required under the Rule or (ii) 90 days after the "end of the underwriting period" (as such term is defined in the Rule) or (iii) if a copy of the Offering Circular is available to any person from a nationally recognized municipal securities information repository, 25 days after the "end of the underwriting period," the District shall provide the Underwriter with such information regarding the current financial condition and ongoing operations of the District as the District shall deem material and such other information concerning the District as the Underwriter may reasonably request. The Underwriter shall give notice to the District on the date after which no "participating underwriter," as such term is defined in the Rule, remains obligated to deliver copies of the Offering Circular pursuant to paragraph (b)(4) of the Rule.

(s) The District acknowledges and agrees that (i) the purchase and sale of the Certificates pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is

acting solely as a principal and not as an agent or a fiduciary of the District, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the District with respect to the offering of the Certificates or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Agreement and (iv) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Certificates.

(t) The principal amount of the Certificates is less than \$1,000,000. The District represents that it has not issued within six months before the date of issuance of the Certificates and will not issue within six months after the date of issuance of the Certificates, other obligations of the District of substantially the same security and providing financing for the same general purpose or purposes as the Certificates. Because the aggregate principal thereunder is less than \$1,000,000, it is understood and agreed that the terms of the Rule are inapplicable to the Certificates. Based on the above, no contractual arrangements have been made for the District to provide continuing disclosure information to any repository or other information service.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE CERTIFICATES

On the basis of the representations, warranties and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, at the Closing Time (hereinafter defined) the Underwriter agrees to purchase from the Issuer, at the direction of the District, the Certificates at a purchase price of \$_____, representing the principal amount of the Certificates less an underwriting discount \$_____, plus accrued interest from the date of the Certificates to the date of payment and delivery (if any). The Underwriter initially agrees to offer the Certificates to the public at a price of 100% of the principal amount thereof, but may subsequently change such offering price. The Underwriter agrees to notify the District of such changes, if such changes occur prior to the Closing Time, but failure so to notify shall not invalidate such changes. The Underwriter may offer and sell the Certificates to certain dealers (including dealers depositing the Certificates into investment trusts) at prices lower than the public offering prices.

The Certificates shall be issued under and secured as provided in the Lease Agreement, and the Certificates shall have the maturities and interest rates and be subject to redemption as set forth in the Offering Circular.

Payment for the Certificates shall be made by federal wire transfer or certified or official bank check or draft in immediately available federal funds payable to the order of the Issuer for the account of the Issuer, at the offices of Kutak Rock LLP, Omaha, Nebraska, at 9:00 A.M., local time, on or about May 14, 2014, or such other date as shall be mutually agreed upon by the District, the Issuer and the Underwriter. The date of such delivery and payment is herein called the “**Closing Date**”, and the hour and date of such delivery and payment is herein called the “**Closing Time**”. The delivery of the Certificates shall be made in definitive form, bearing CUSIP numbers (provided neither the printing of a wrong number on any Certificate nor the failure to print a number thereon shall constitute cause to refuse delivery of any Certificate) as fully registered certificates (in such denominations as the Underwriter shall specify in writing at least 48 hours

prior to the Closing Time); provided, however, that the Certificates may be delivered in temporary form. If delivered in definitive form, the Certificates shall be available for examination and packaging by the Underwriter at least 24 hours prior to the Closing Time.

SECTION 3. CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS

The Underwriter's obligations hereunder shall be subject to the due performance by the District of its respective obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the District's representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

- (a) At the Closing Time:
 - (i) The Certificates and the Offering Circular shall have been duly authorized, executed and delivered in the form heretofore approved by the Underwriter with only such changes therein as shall be mutually agreed upon by the District, the Underwriter and the Issuer.
 - (ii) The proceeds of the sale of the Certificates shall have been deposited and applied as described in the Lease Agreement;
 - (iii) The District shall have duly adopted and there shall be in full force and effect the Resolution and such other resolutions as, in the opinion of Special Tax Counsel, shall be necessary in connection with the transactions contemplated hereby; and
 - (iv) The Project description and scope shall be as described in the Offering Circular.
- (b) At the Closing Time, the Underwriter shall receive:
 - (i) The approving opinion of Kutak Rock LLP, Special Tax Counsel, dated the Closing Date and addressed to, or accompanied by a "reliance letter" addressed to, the Underwriter;
 - (ii) Executed counterparts of each of the District Documents;
 - (iii) a certified copy of the Resolution approving the issuance of the Certificates and the execution and delivery of the District Documents by the District;
 - (iv) A closing certificate, in form and substance satisfactory to the Underwriter, of a duly authorized officer of the Issuer, satisfactory to the Underwriter, dated as of the Closing Date;
 - (v) A written acceptance of BOKF, National Association of the appointment to serve as Registrar for the Certificates pursuant to the Registrar Agreement;

(vi) A certificate of the District of an authorized officer of the District, setting forth the reasonable expectations of the District deemed necessary and appropriate by Special Tax Counsel to support the conclusion that the Certificates will not be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code; and

(vii) Such additional certificates and other documents as the Underwriter may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Lease Agreement and the Offering Circular, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

SECTION 4. CONDITIONS TO OBLIGATIONS

The obligations of each party hereunder are subject to the performance of the obligations of each other party hereunder.

SECTION 5. THE UNDERWRITER’S RIGHT TO CANCEL

The Underwriter shall have the right to cancel its obligations hereunder to purchase the Certificates (and such cancellation shall not constitute a default for purposes of **Section 7** hereof) by notifying the District and the Issuer in writing or by telegram of their election to make such cancellation prior to the Closing Time, if at any time between the date of this Certificate Purchase Agreement and the Closing Time:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States shall begin active consideration of legislation, or a tentative decision with respect to legislation shall be reached by such a committee, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, which would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on the Certificates or on obligations of the general character of the Certificates, which, in the Underwriter’s opinion, materially adversely affects the market price of the Certificates;

(b) A decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed, or any other event shall have occurred, which have the purpose or effect of imposing federal income taxation, upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on the Certificates or on obligations of the general character of the Certificates which, in the Underwriter’s opinion, materially adversely affects the market price of the Certificates;

(c) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State

shall be rendered which, in the Underwriter's opinion, materially adversely affects the market price of the Certificates, or litigation challenging the Act under which the Certificates are to be issued shall be filed in any court in the State;

(d) A stop order, ruling, regulation or Offering Circular by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Certificates, or the issuance, offering or sale of the Certificates, including all underlying obligations, as contemplated hereby or by the Offering Circular, is in violation or would be in violation of any provision of the federal securities laws, the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;

(e) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Certificates, or the Certificates, including all the underlying obligations, are not exempt from registration under or from other requirements 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 that the Lease Agreement is not exempt from qualification under, or other requirements of, the Trust Indenture Act of 1939, as amended and as then in effect;

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

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

(h) Any general banking moratorium shall have been established by federal, New York or Nebraska authorities;

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

(j) Any event shall have occurred, or information become known, which, in the Underwriter's opinion, makes untrue in any material respect any statement or information contained in the Offering Circular as originally circulated, or has the effect that the Offering Circular as originally circulated contains an untrue statement of a material fact or

omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

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

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations, warranties, and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of the Certificates to the Underwriter, regardless of any investigations made by the Underwriter.

SECTION 7. PAYMENT OF EXPENSES

Whether or not the Certificates are sold by the Issuer to the Underwriter (unless such sale be prevented at the Closing Time by the Underwriter's default), the Underwriter shall be under no obligation to pay any expenses incident to the performance of the District's obligations hereunder. If the Certificates are sold by the Issuer to the Underwriter, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Certificates (including, without limitation, the fees and disbursements of Special Tax Counsel, the fees and disbursements of the Underwriter in connection with the offering and sale of the Certificates and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Certificates, the Preliminary Offering Circular, the Offering Circular, this Certificate Purchase Agreement and all other agreements and documents contemplated hereby, accounting fees, publication, printing, postage and any other costs incurred by the District) shall be paid by the District out of the proceeds of the Certificates or other available funds of the District. If the Certificates are not sold by the Issuer to the Underwriter (unless such sale be prevented at the Closing Time by the Underwriter's default), all such expenses and costs shall be paid by the District. The Underwriter agrees to pay all costs incident to CUSIP and DTC charges.

SECTION 8. USE OF OFFERING CIRCULAR

The District hereby ratifies and confirms the Underwriter's use of the Preliminary Offering Circular in connection with the sale of the Certificates; and the District authorizes the use of, and the District will make available, the Offering Circular for the use by the Underwriter in connection with the sale of the Certificates.

No tombstone or other advertisement of the sale of the Certificates by the Underwriter shall be published unless such tombstone or other advertisement is submitted first to the District, and the District approves such tombstone or other advertisement, orally or in writing.

SECTION 9. NOTICES

Any notice or other communication to be given to the District or the Underwriter under this Certificate Purchase Agreement may be given by mailing or delivering the same in writing to such parties at the following addresses:

(a) To the **District**:

Wayne County School District 0017
Wayne High School:
611 W Seventh St.
Wayne, NE 68787
Attention: Superintendent

(b) To the **Underwriter**:

Ameritas Investment Corp.
440 Regency Parkway Drive
Omaha, NE 68114-3742
Attention: Public Finance

(c) To the **Issuer**:

BOKF, National Association.
1248 'O' Street, Suite 732
Lincoln, Nebraska 68508
Attention: Chad Shirk

SECTION 10. APPLICABLE LAW: NONASSIGNABILITY

This Certificate Purchase Agreement shall be governed by the laws of the State. This Certificate Purchase Agreement shall not be assigned by the District or the Underwriter.

SECTION 11. EXECUTION OF COUNTERPARTS

This Certificate Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 12. RIGHTS HEREUNDER

This Certificate Purchase Agreement is made for the benefit of the District and the Underwriter and no other person including any purchaser of the Certificates shall acquire or have any rights hereunder or by virtue hereof.

SECTION 13. EFFECTIVE DATE

This Certificate Purchase Agreement shall become effective upon acceptance hereof by the District.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Certificate Purchase Agreement, all as of the day and year first above mentioned.

Very truly yours,

AMERITAS INVESTMENT CORP.,
Underwriter

By: _____
Its _____

ACCEPTED AND AGREED TO AS OF
THE DATE FIRST ABOVE WRITTEN:

**WAYNE COUNTY SCHOOL DISTRICT 0017
(WAYNE COMMUNITY SCHOOLS)
IN THE STATE OF NEBRASKA**

By: _____
Its _____

BOKF, NATIONAL ASSOCIATION

By: _____
 Its _____

2014-15 BUDGET AUTHORITY AND ALLOWABLE RESERVE PERCENTAGE CERTIFICATION

COUNTY: WAYNE
COUNTY-DISTRICT NUMBER: 90-0017-000
DISTRICT NAME: WAYNE COMMUNITY SCHOOLS

State Statute requires the Department of Education to certify Budget Authority and an Allowable Reserve Percentage to each school district. This information will be prepopulated in the 2014-2015 Budget Form LC-2 and is listed below.

Certified Budget Authority	\$9,822,897	Budget Based
Allowable Reserve Percentage	35 %	
Access to Prior Year's Unused Budget Authority	\$191,666	

Certified Budget Authority:

Certified Budget Authority is calculated three ways. The greater of the Budget Based Calculation, the Student Growth Adjustment Calculation, or the Formula Needs Calculation becomes a district's Certified Budget Authority. The methods used to calculate Certified Budget Authority are detailed below:

Budget Based: Using the prior year's budget information, the Total General Fund Budget of Disbursements and Transfers (GFBE) is reduced by Special Grant Funds (SGF), the Special Education Budget of Disbursements and Transfers (SPED), and General Fund Lid Exclusions (GFLE). The result is grown by the Basic Allowable Growth Rate (BAGR) of 2.5%.

$$((GFBE - SGF - SPED - GFLE) \times 1.025)$$

Student Growth Adjustment: Using the prior year's budget information, the Total General Fund Budget of Disbursements and Transfers (GFBE) is reduced by Special Grant Funds (SGF), the Special Education Budget of Disbursements and Transfers (SPED), and General Fund Lid Exclusions (GFLE). The result is increased by the 2014/15 Student Growth Adjustment (SGA) from the 2014/14 State Aid Certification and adjusted by the 2012/13 Student Growth Correction (SGACORR) from the 2014/15 State Aid Certification.

$$((GFBE - SGF - SPED - GFLE) + (SGA + SGACORR))$$

Formula Needs: The 2014/15 Formula Needs (FN) of the school district are increased by 110%. The prior year's Special Education Budget of Disbursements and Transfers (SPED) is grown by the Basic Allowable Growth Rate (BAGR) of 2.5%. The increased 2014/15 Formula Needs are then reduced by the Adjusted Special Education Budget of Disbursements and Transfers.

$$((FN \times 1.10) - (SPED \times 1.025))$$

Access to Prior Year's Unused Budget Authority:

This amount is equal to the lesser of 2% of the prior year's adjusted expenditures (2% of LC-2 Line B-140) or the prior year's Total Unused Budget Authority (LC-2 Line B-175) *if the district has Unused Budget Authority from the prior year*. To access this additional growth, the school district **must** enter the amount on Line A-355 of the 2014/15 LC-2.

Data components used to calculate Certified Budget Authority may be found at the following website:
<http://www.education.ne.gov/FOS/SchoolFinance/Budget/Certification.html>

Any questions about this information or how it is to be used in meeting the budgeting requirements of state law can be directed to School Finance & Organization Services at the Nebraska Department of Education, 301 Centennial Mall South, Box 94987, Lincoln, NE 68509-4987, by calling (402) 471-2248 or by visiting our website at [education.ne.gov/FOS/SchoolFinance/Budget/Index.html](http://www.education.ne.gov/FOS/SchoolFinance/Budget/Index.html).

NEBRASKA DEPARTMENT OF EDUCATION
SCHOOL FINANCE & ORGANIZATION SERVICES
2014/15 STATE AID CERTIFICATION

WAYNE COMMUNITY SCHOOLS (90-0017-000)

FORMULA STUDENTS CALCULATION

(Fall Membership	x	ADM/FM Ratio)	+	Contracted Out	=	Formula Students
(867	x	1.0010786502)	+	0	=	867.94
KDG Adjustment		(0 students x .5)			times ADM Factor	=	0.00
<i>Total Formula Students</i>							<i>867.94</i>

FORMULA NEEDS CALCULATION

Basic Funding	8,827,541.35
Poverty Allowance	46,444.00
Limited English Proficiency Allowance	72,488.00
Focus School & Program Allowance	0.00
Summer School Allowance	8,771.28
Special Receipts Allowance	532,426.00
Transportation Allowance	161,497.34
Elementary Site Allowance	0.00
Distance Education & Telecommunications Allowance	11,185.15
Instructional Time Allowance	0.00
Teacher Education Allowance	111,940.30
Averaging Adjustment	0.00
New School Adjustment	0.00
Student Growth Adjustment	0.00
Poverty Allowance Correction	0.00
Limited English Proficiency Allowance Correction	0.00
Student Growth Adjustment Correction	0.00
Non Qualified Poverty Adjustment	0.00
Non Qualified LEP Adjustment	0.00
Total Calculated Formula Needs	9,772,293.42
Formula Needs Stabilization	0.00
Total Formula Needs	9,772,293.42

FORMULA RESOURCES CALCULATION

Yield From Local Effort Rate	670,013,951 / 100 x 1.0000000000	6,700,139.51
Net Option Funding		178,112.75
Allocated Income Tax Funds		129,957.28
Other Actual Receipts		1,290,735.00
Minimum Levy Adjustment		0.00
Teacher Education Aid		55,970.15
Instructional Time Aid		0.00
Total Formula Resources		8,354,914.69

NEBRASKA DEPARTMENT OF EDUCATION
SCHOOL FINANCE & ORGANIZATION SERVICES
2014/15 STATE AID CERTIFICATION

WAYNE COMMUNITY SCHOOLS (90-0017-000)

STATE AID CALCULATION

Equalization Aid	1,417,378.73
Net Option Funding	178,112.75
Allocated Income Tax Funds	129,957.28
Non-Equalized Minimum Levy Adjustment	0.00
Teacher Education Aid	55,970.15
Instructional Time Aid	0.00
Total State Aid Calculated	1,781,418.91
Prior Year (2013/14) State Aid Correction	15,823.05
Total State Aid	1,797,241.96
Carryover Adjustment from years prior to 2013/14	0.00



**Wayne Community Schools
External Review Team Schedule
April 27-30, 2014**

SUNDAY, April 27, 2014

Time	Event	Where	Who
Check in 3:00 p.m.	External Review Team	Cobblestone Inn, Wayne, Nebraska	External Review Team
4:00 p.m. - 6:30 p.m.	Evening Work Session #1/Prepare for Day 1	Cobblestone Inn Conference Room	External Review Team
6:30 p.m.	Dinner	Wayne St. College – Elkhorn Room	External Review Team, School administrative and director staff, school improvement leadership team

MONDAY, April 28, 2014 - System Office (Breakfast at hotel?)

Time	Event	Where	Who
7:30 a.m.	External Review Team Depart for System's Central Office	Hotel	External Review Team will car pool to system office or team picked up by system
8:15 a.m. - 8:45 a.m.	Superintendent's Overview	Room 108 – High School	Superintendent, Administrative Team, External Review Team
8:45 a.m. - 9:30 a.m.	Superintendent's Interview	Room 108 – High School	External Review Team, Superintendent
9:30 a.m. – 9:45 a.m.	Break		
9:45 a.m. – 11:00 a.m.	Standards Overview	Room 108 – High School	School Administrative staff
11:00 a.m. - 11:45 a.m.	School Board Interviews	Brd Chair Brd Mbr Brd Mbr Brd Mbr Brd Mbr	External Review Team (divided, if necessary) School Board Members
11:45 a.m. - 12:30 p.m.	Lunch & Team Debriefing	Lunch catered in Room 108 – High School	External Review Team
12:30 p.m. – 2:00 p.m.	Standards Interviews	St. 1 St. 2 St. 3 St. 4 St.5	External Review Team School Improvement Leadership Teams
2:00 p.m. -2:30 p.m.	Review artifacts		External Review Team
2:30 p.m. - 2:45 p.m.	Break		External Review Team
2:45 p.m. - 3:30 p.m.	Stakeholder Interviews	Gp 1 Gp 2 Gp 3	External Review Team Identified Stakeholders
3: 30 p.m. – 4:00 p.m.	Team Debriefing	Room 108 – High School	External Review Team
4:00 p.m.	Team returns to hotel	Board Room	External Review Team
5:00 p.m. – 6:00 p.m. 6:00 p.m. – 8:00 p.m.	Dinner Evening Work Session #2 / Prepare for Day 2	Taco's-n-More Hotel work room	External Review Team

Tuesday, April 29, 2014 - School Reviews (Breakfast at hotel)

Time	Event	Where	Who
7:00 a.m. - 7:30 a.m.	Breakfast	Cobblestone Inn	External Review Team
7:30 a.m.	Pick-Up External Review Team Members	Pick up times may vary	System provide transportation to/from school
8:00 a.m. - 8:45 a.m.	Interview: Principal, School Leadership or School Improvement Team	High School – Room 108 Elementary School - TBA	External Review Team Principal, Teacher leaders
8:45 a.m. - 10:00 a.m.	Classroom Reviews		External Review Team
10:00 a.m. - 10:15 a.m.	Break		External Review Team (team members divided)
10:45 a.m. - 11:20 a.m.	Classroom Reviews		External Review Team (team members divided)
11:20 a.m. – 11:30 a.m.			External Review Team
11:30 a.m.- Noon	Lunch on campus		Team member
12:00 p.m. – 2:00 p.m.	Classroom Reviews		External Review Team Member
2:00 p.m. - 2:15 p.m.	Break		External Review Team Member
2:15 p.m. - 3:15 p.m.	Classroom Reviews		External Review Team Member
3:15 p.m. – 3:30 p.m.	Team member work time		External Review Team Member
3:30 p.m. – 3:45 p.m.	Concluding meeting with Principal		External Review Team and Principal
3:45 p.m.	Return to hotel		Transported by system personnel
5:00 p.m. – 6:00 p.m.	Dinner	Catered in	External Review Team
6:00 p.m. - 8:00 p.m.	Evening Work Session #3 / Prepare for Day 3		External Review Team

Wednesday, April 30, 2014 - System Office (Breakfast at hotel)

Time	Event	Where	Who
7:20 a.m.	Check out of hotel and departure for hotel	Cobblestone Inn	External Review Team
8:00 a.m. - 9:00 a.m.	Follow-up interviews to verify standard indicators	Room 108 – High School	External Review Team Superintendent, Cabinet Members, and System Office Staff responsible for the 5 AdvancED Standards
9:00 a.m. - 11:30 a.m.	Final Team Work Session	Room 108 – High School	External Review Team
11:30 a.m. – 12:15 p.m.	Working Lunch	Room 108 – High School	External Review Team
12:15 p.m. – 2:00 p.m.	Team work session Finalize ratings, discussions, deliberations, final decisions, completion of Exit Report	Room 108 – High School	External Review Team
2:00 p.m. - 2:30 p.m.	Final Meeting with Superintendent	Superintendent’s Office	Lead Evaluator, Co-Chair, Superintendent
2:30 p.m. - 3:00 p.m.	Exit Report during called Board meeting*	High School Lecture Hall	Lead Evaluator – Presents Exit Report External Review Team All System Administrators School Board Members Public
3:00 p.m.	Departure of team		

***Superintendent to determine time of Board meeting**

Board Report - Mark Hanson - High School Principal
April 14, 2014
Learning for Life

- Work is being done on the master class schedule. It is pretty much complete.
- April 2 – Industrial tech competition at WSC.
- Musical – Musical matinee was held on April 2 for grade 5-8. Public performances of the musical were held on April 4, 5, and 6. Congratulations to Mrs. Anderson, Mrs. Harder, cast and crew on an outstanding job!
- April 7 – The NECC Academic contest and Quiz Bowl was held in Norfolk.
- April 7 – Mike Carnes spoke to grades 7-12 about child abuse.
- April 10 – Mrs. Dutcher and students attended the Spanish language fair in Lincoln. This is also business day competition.
- NeSA testing has gone very well.
- April 11 – Some Juniors will be taking the Compass test and others will be taking the practice ACT exam at WSC. They will also be wrapping up the John Baylor test prep on this day.
- Conference Art Show – April 9-14 @ Sunset Plaza in Norfolk.
- April 23 – Gina Giaffaglione to speak to grades 7-12. Gina is the tumbling coach in Wayne. She was injured in an alcohol related accident and is in a wheel chair. She will discuss making good choices.
- Dist. Music – April 25 at South Sioux.
- Prom – April 26.
- April 27-30 – External visit for AdvancEd.
- Honors Night –May 2 at the High School.
- May 4 – Kiwanis Honor Banquet to honor top 10 students in grades 7-12.
- Chamber Coffee – Senior recognition. Hosted at the high school on May 9.
- Senior Breakfast – May 13 at 7:30 a.m. High School cafeteria. Followed by senior video and graduation practice. Parents are welcome to attend the showing of the video.
- Graduation – May 17 – 2:00 at WSC. (Rice Auditorium) I will need the board President, Secretary, and Superintendent to sign diplomas when they arrive.

April 14th, 2014
School Board Meeting
Special Education Director Report
Misty Bear

Special Education

1. I attended the Spring NASES conference in Lincoln on March 27th and 28th.
2. The 2nd annual "Spring Sprints" for students with developmental disabilities will be held on May 2nd at Kern track.
3. Six candidates were interviewed for the teacher openings in Special Education.
4. Our Maintenance of Effort meeting will take place on April 17th,

Testing/Data

1. Kindergarten-2nd grade students will complete Spring MAP testing during May. Results will be shared with parents at the end of 4th quarter.
2. NeSA Reading and Math tests have been completed, NeSA Science will be completed the weeks of April 14th and 21st.
3. Suzanne Burbach and I will attend the State Data Conference on April 14th and 15th.

Other

1. The HAL planning committee met March 31st to discuss the current rubric used and how to incorporate fine arts into our HAL program.

Mrs. Jill Pickinpaugh
Elementary Principal
April 7, 2014

FOCUS ON DATA

- NeSA testing is nearly complete.
- There are 61 second graders and only eight are working towards *approaching* grade level.

HIGHLIGHTS

- Kindergarten Round-Up will be April 25th, and we are expecting around 70 children.
- I have read to preschool children at Fishers of Kids and Rainbow World. This gives the children a chance to ask questions about Kindergarten.
- Winter Stewart and Heidi Thompson attended Build Your Own Curriculum at ESU and worked on Social Studies.
- On March 25th the first graders attended the play "Stuart Little" in Norfolk.
- On March 25th Mytzy Kufner-Rodriguez and I attended TEAC at Wayne State College.
- On March 28th grades K, 2, 3, and 4 attended the play "Treasure Island" at Wayne State College.
- Fourth graders hosted the monthly assembly dancing and singing about the importance and fun of reading books. Students who will be attending the Young Author's Festival were recognized. WEB Carnival raffle winners and 4-H hula hoop winners were announced at the assembly.
- On April 2nd grades 5 and 6 attended the play "Annie" at the high school.
- All elementary children's art has been on display at Pac N Save. The art projects were all made during the volunteer art program at school.
- On April 1st three Social Studies companies shared their texts and materials with K-12 Social Studies teachers. The companies were McGraw Hill, Pearson, and Houghton Mifflin Harcourt.
- I have conducted several mock interviews for WSC education majors and clinical students.
- Marlen Chinn met with all principals and Carolyn Harder to discuss safety plans.
- Several elementary teachers, Travis, and I met to discuss what an evacuation and a reunification would look like for grades K-6.
- A tornado drill was practiced.

Thank you

- Special thank you to Melanie Loggins for the special movie presentations after NeSA testing for the third/fourth graders and then the fifth/sixth graders.
- Special thank you to WEB for hosting the Carnival. Special thank you to the WSC athletes and elementary teachers who worked the Carnival. Once again it was a huge success.

Additional Endeavors

- Please plan to eat at Runza on April 22nd from 5:00 to 8:00. They are hosting a fund raiser for the elementary school.

Board Report
Athletic Director/Junior High School Principal
Rocky Ruhl
April, 2013

NeSA testing is moving along.

The Junior High students attended the musical matinee on April 2.

We plan to have a 7th grade orientation on April 29 starting at 6:30 p.m. The plan is to have the students follow their class schedule and visit each teacher/classroom after a short meeting to start the night.

The 8th grade attended a UNL Access day on April 8th.

Athletic Director:

The NSAA Representative Assembly meeting is on Friday, April 11. I will participate as the chairperson for District III.

The Hall of Fame board met and selected three people into the Wayne High School Hall of Fame. They will be announced at the athletic banquet.

Athletic Banquet is set for Tuesday, May 13 at 6 pm. The event will be held at Wayne State College.

We will be hosting track meets on April 8 (HS Invite) and May 6 (JH Invite).

Conference Track is scheduled for May 3 at Norfolk Catholic.

JH Conference Track is scheduled for April 26 at Hartington.

District Track is scheduled for May 15th at Columbus Lakeview High School.

District Boys' Golf is scheduled for May 20th here in Wayne.

District Baseball sites will be selected on May 1 based on the top seed in district.

		2011-12		2012-13		2013-14
September	\$	614,547.95	\$	640,351.13	\$	699,795.78
October	\$	640,329.22	\$	692,072.55	\$	780,667.00
November	\$	717,597.83	\$	805,513.26	\$	805,845.22
December	\$	649,068.52	\$	698,962.02	\$	742,576.59
January	\$	659,246.81	\$	717,764.37	\$	857,283.76
February	\$	715,953.09	\$	801,698.35	\$	752,725.07
March	\$	649,356.25	\$	684,721.36	\$	777,883.01
April	\$	762,300.75	\$	667,164.62		
May	\$	650,157.00	\$	766,417.72		
June	\$	570,927.62	\$	647,637.44		
July	\$	798,099.86	\$	770,102.00		
August	\$	821,614.23	\$	969,813.76		
Average	\$	687,433.26	\$	738,518.22	\$	773,825.20
Avg Mthly Growth			\$	51,084.00	\$	35,306.98
% Growth				7.40%		4.80%

Policy 5312 Students

Admission Requirements

Minimum Age:

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The School board shall admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (1) the child attended kindergarten in another jurisdiction in the current school year; (2) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (3) the child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the Board.

Early Admission to Kindergarten

The following assessment procedure for determining if a child is capable of carrying the work of kindergarten is approved and shall be made available to interested persons by request:

Early kindergarten enrollment exceptions may be made for younger children who are intellectually advanced. At a minimum, eligibility for the admission shall be based upon an analysis of the child's (1) social/emotional skills and (2) pre-academic/cognitive skills.

The kindergarten early entrance assessment procedures are designed to identify and place in kindergarten those children who:

- a. Will turn 5 years of age between August 1 and October 15;
- b. Are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and
- c. Are selected on the basis of testing by professionals trained and certified to administer the assessments.

The assessment(s) will be administered by the School District's professional staff. The decision to regarding early entrance to kindergarten requires careful consideration of all factors that affect kindergarten success with final determination to be made based on the recommendation of the District Early Entrance Evaluation Team. The academic, social and emotional readiness, as well as the student's physical development and well-being, must be weighed with institutional factors also considered. Sound decision making in the area of early entrance to kindergarten is dependent upon reliable information regarding a student's readiness and a thoughtful balancing of the myriad of factors implicated by the decision. Parents will be notified in writing of the results of the Early Kindergarten Entrance assessment and the determination of the District Early Entrance Evaluation Team in a timely fashion; not to exceed three weeks after the assessments are completed.

Families who seek early admission of their child into kindergarten must obtain an Early Entrance to Kindergarten packet from the School District Administrative office, and request the Kindergarten Entrance Assessment.

Parents must fill out the early entrance application forms, which include a parent questionnaire and a recommendation form to be filled out from someone who is well acquainted with the child but not a relative of the child. The person filling out this recommendation form should know the child well enough that they can speak with some expertise about the child's attributes and abilities. The recommendation form will indicate whether this person recommends the child be schooled with children who will be a year older than the child and, if so, the evidence this person has concerning the child's mental ability, fine and gross motor ability, visual and auditory discrimination, emotional/social development, and communication skills. Suggestions for this recommendation form are a preschool teacher, a Sunday school teacher, a day-care provider, or a physician.

The assessment request, recommendation form, and parent questionnaire must be completed and returned to the District no later than May 25th of the spring before fall enrollment to allow summer assessment to be completed.

Decisions regarding early kindergarten entrance must include consideration of the above and shall not be made based on race, color, gender, ancestry, national origin, marital status, age, disability, or sexual orientation of the child or the child's parents or guardians. Institutional factors, such as capacity, may also be considered.

Minimum Age:

~~A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The School Board shall admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure by The Board.~~

Early Admission to Kindergarten:

~~The following assessment procedure for determining if a child is capable of carrying the work of kindergarten is approve and shall be made available to interested persons:~~

~~Early kindergarten enrollment exceptions may be made for younger children who are intellectually advanced. At a minimum, eligibility for the admission shall be based upon an analysis of the child's: (1) mental ability, (2) emotional/social development, (3) pre-academic skills, and (4) fine motor skills.~~

~~The kindergarten early entrance assessment procedures are designed to identify and place in kindergarten those children who:~~

- ~~a. will turn 5 years of age between August 1 and October 15;~~
- ~~b. are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and~~
- ~~c. are selected on the basis of testing by professionals trained and certified to administer the assessments that will produce evidence of strength in:~~

- ~~1. a score ranging in the 75th percentile or greater on the Developmental~~

- Indicators for the Assessment of Learning—4th Edition (DIAL4).
2. mental ability defined as scoring 84th percentile or above on a standardized assessment of cognitive ability such as the Wechsler Pre Primary Scale of Intelligence III, or the Stanford Binet V;
3. a test of emotional/social development such as the Behavior Assessment System for Children, Second Edition (BASC-2);
4. 75th percentile or greater on a test of pre-academic skills such as the Woodcock Johnson III; and
5. a test of fine motor ability, scoring 75th percentile or above on a standardized measurement such as the Beery VMI.

In the discretion of the Superintendent or designee, the assessments may be administered by the School District's professional staff, or the parents or guardians may be required, at their own expense, to have all or some of the required assessments completed by reputable professionals and to submit the results of such assessments to the School District.

The decision regarding early entrance to kindergarten requires careful consideration of all factors that affect kindergarten success with final determination to be made based on the recommendation of the District Evaluation Team, to be composed of such individuals as the Superintendent or designee determine appropriate. The academic, social, and emotional readiness, as well as the student's physical development and well-being, must be weighed with institutional factors also considered. Sound decision making in the area of early entrance to kindergarten is dependent upon reliable information regarding a student's readiness and a thoughtful balancing of the myriad of factors implicated by the decision. Parents will be notified in writing of the results of the Early Kindergarten Entrance assessment and the determination of the District Evaluation Team in a timely fashion; not to exceed three weeks after the assessments are completed.

Families who seek early admission of their child into kindergarten must obtain an *Early Entrance to Kindergarten Packet* from the School District Administrative Office.

Parents must fill out the early entrance application forms, which include a parent questionnaire and obtain and attach a reference letter from someone who is well acquainted with the child but not a relative of the child. The person providing this reference should know the child well enough that they can speak with some expertise about the child's attributes and abilities. The reference letter should indicate whether this person recommends the child be schooled with children who will be a year older than the child and, if so, the evidence this person has concerning the child's mental ability, fine and gross motor ability, visual and auditory discrimination, emotional/social development, and communication skills. Suggestions for this reference letter are a preschool teacher, a Sunday school teacher, a day-care provider, or a physician.

The assessment request, reference letter and parent questionnaire must be completed and returned to the District no later than May 25th of the spring before fall enrollment to allow summer assessment to be completed.

Decisions regarding early kindergarten entrance must include consideration of the above and shall not be made based on race, color, gender, religion, ancestry, national origin, marital status,

~~age, disability, or sexual orientation of the child or the child's parents or guardians. Institutional factors, such as capacity, may also be considered.~~

Admission to First Grade:

A child may be eligible to enter first grade, even if the child has not attended kindergarten, if the child is six years of age or will be six years of age on or before October 15 of the current school year and school officials determine that first grade is the appropriate placement for the child.

Graduates:

A student who has received a high school diploma or received a General Equivalency Diploma shall not be eligible for admission or continued enrollment.

Age 21:

A student shall not be admitted or continued in enrollment after the end of the school year in which the student reaches the age of 21. The school year for this purpose ends at the last day of instruction for graduating seniors.

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

- (1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
- (2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
- (3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
- (4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox), Haemophilus Influenzae type b (Hib), invasive pneumococcal disease and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement that establishes than an exception to the immunization requirements are met.

(5) Every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable. The Superintendent or Superintendent's designee shall also provide a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

Enrollment of Expelled Students

If a student has been expelled from any public school district in any state, or from a private, denominational, or parochial school in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the School Board of this school district in its sole and absolute discretion upon a proper application approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the School Board may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

First Reading (New Revision): October 14, 2013

Date of Adoption (or Last Revision): November 11, 2013

Related Policies and Regulations:

Legal Reference: Neb. Rev. Stat. §§ 43-2001 to 43-2012
 Neb. Rev. Stat. § 79-214
 Neb. Rev. Stat. §§ 79-217 to 79-223
 Neb. Rev. Stat. § 79-266.01
 173 NAC Chapters 3 and 4 (HHS Regulations)

WAYNE PUBLIC SCHOOL

PROPOSAL SUMMARY

The mission of every school is to provide students the opportunity for quality education and lifelong learning in a positive and caring environment. Maintenance and repair projects, while necessary for support of the school, do not directly improve the school's primary foundation. Consequently, our shared goal should be to maximize benefits while reducing costs.

The section of our proposal entitled *Inspection Report* provides:

- ✓ an overview of your church's current condition
- ✓ a list of repairs which should be made

The *Technical Specifications* provides detailed instructions our technicians use to complete repairs. These work methods will:

- ✓ reduce future maintenance
- ✓ complete the most durable repairs possible
- ✓ protect or improve the facility's appearance

Job Site Management gives specific details of our job site management processes. These procedures assure:

- ✓ the safety and comfort of members, staff, and visitors
- ✓ frequent and honest communications
- ✓ professional evaluations and recommendations
- ✓ competently trained workers who understand the needs of and demonstrate respect for the entire community

The testimonials and contacts listed in *Past Projects* will show our experience fulfilling commitments to several thousand clients over the past 48 years.

WAYNE PUBLIC SCHOOL

Our project pricing required to meet these objectives for your school is:

BUILDING	COST AS PROPOSED
High School Entryway - Work Area #1	\$1,500.00
Elementary - Work Area #2	\$21,571.00

Payment

No down payment or payments during the course of the project are required. After the project has been inspected and accepted by the Owner, an invoice will be mailed and payment shall be made within 10 days of the invoice date unless other arrangements have been made.

Guarantee

Upon substantial completion of the work, the Contractor's project supervisor will conduct a thorough inspection with the Owner's representative for acceptance of the work. Karr Tuckpointing LLC guarantees all materials and workmanship for a period of two years from date of final acceptance.

IMPORTANT MEMORANDUM ABOUT
EMPLOYEES OF KARR TUCKPOINTING LLC

I, William L. Karr, President, officially state all the employees of Karr Tuckpointing LLC;

1. Have completed all pre-employment drug screening programs.
2. Are a part of the random drug screening program with Allen Occupational Health Services.
3. Had a pre-employment criminal and driving history review.
4. Have a criminal and driving history review every 6 months.

William L. Karr

William L. Karr, President



Date

STATE OF IOWA
COUNTY OF BENTON

William L. Karr, President of Karr Tuckpointing LLC subscribed and sworn to before

me this _____ day of _____, 20____.

Notary Public in and for the State of Iowa

**Quote Information****Quote by:**

Date: 4/9/14
 Quote ID: 040914-53
 Subject: Condrey File System Factory
 Novacoast Rep: Richard Lambert

Cameron Young
 Inside Sales Rep
 800.949.9933 x5004
 cyoung@novacoast.com
 Fax: 801.303.7363

Client Information

Customer: Wayne Community Schools
 Address: 611 West Seventh Street
 City, State, ZIP: Wayne, NE 68787
 Contact: Tom Larsen
 Phone: 402.375.3150 x1157
 Email: tolarse1@wayneschools.org

Line	QTY	Description	MNT Dates	Price	Extended Price
1	1	File System Factory for AD V3 Server License Subscription	1 Year	\$1,000.00	\$1,000.00
2	890	File System Factory for AD V3 K-12 Education Subscription User CAL	1 Year	\$0.60	\$534.00
3	1	Cross Empire Data Migration Module Onetime Add On Charge	N/A	\$613.60	\$613.60
Subtotal:					\$2,147.60
Sales Tax @ 6.5% :					\$139.59
Total:					\$2,287.19

Comments**Terms**

Programs and pricing can change at any time. POs accepted with approval, terms of Net30 or less required. Credit card accepted on approval only. No refunds. No returns.

If sales tax is not quoted, it will be added to the invoice if applicable. Please include tax exempt certificate with PO. Sales tax is simply the highest rate within your zip code as Novacoast has no way to differentiate city/county lines; if your rate differs please advise.



Novell to Windows Migration

Statement of Work

Wayne Community
Schools
April 14, 2014

CONTACTS

PRACTICE MANAGER

Brian Willhite
Voice: 620.249.8840
E-mail: bwillhite@novacoast.com

CLIENT EXECUTIVE

Richard Lambert
Voice: (913) 579-5662
E-mail: rlambert@novacoast.com

TERRITORY MANAGER

Terry Calloway
Voice: 620-875-9450
E-mail: tcalloway@novacoast.com

BILLING ADMINISTRATION

Voice: 800.949.9933 x4000
Fax: 805.564.1809
E-mail: billing@novacoast.com

NOVACOAST CORPORATE OFFICE

1505 Chapala Street
Santa Barbara, CA 93101
Voice: 800.949.9933
Fax: 805.564.1809

DOCUMENT INFORMATION

Contributors

<Engineers>, <Customer Contacts>

Revision History

Created by:	Forrest Evans July 24, 2013	Revision: 1
Last Modified By:	October 2, 2013 21:47	Revision: 1

About this document:

Information found in this document is derived from a variety of sources, including but not limited to Novacoast partner product documentation, Novacoast partner Technical Support documents, sources publicly available on the Internet, as well as Novacoast's vast experience in implementing relevant technology solutions.

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Change Control Process

The Change Control Process governs changes to the scope of this project throughout the project's duration. It applies to new components and to enhancements of existing components.

A written Change Request communicates any desired changes to this project. It describes the proposed change, the reason for the change, and the effect the change might have on the project. The Novacoast project manager supplies the appropriate Change Management documents.

Both Novacoast and the customer review the Change Request and approve or reject it. Both parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the project's scope, schedule, or fee.

Cancellation and Rescheduling Policy

For any cancellations made by customer within five (5) business days of the scheduled start of services, customer will incur a cost of one-half of the total project costs as stated in this SOW. For any cancellations made by customer within two (2) business days of the scheduled start of services, customer will incur the full cost of the project as stated in this SOW.

For any rescheduling of services requested by customer within five (5) business days of the start day of such services, customer shall incur all costs to modify travel arrangements and other related expenses.

If Customer wishes to suspend services prior to completion of final milestone or project completion, Customer agrees to render payment for 100% of current milestone within thirty (30) days of suspension of project. A re-engagement fee of USD 10,000 will be payable if the project is restarted at a later date, not exceeding ninety (90) days. Should the project be suspended in excess of ninety (90) days, the project will be deemed cancelled and 100% of the cost of remaining milestones will be payable and due within thirty (30) days of submitting final invoice to Customer.

The invoice for additional costs is issued against the existing purchase order. When and if the solution is started, the customer agrees to issue an amended purchase order to cover the additional costs.

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ABOUT NOVACOAST

COMPANY OVERVIEW

Novacoast is an IT Professional Services and Product Development company. We offer organizations our technological experience so they can make informed decisions and avoid costly IT mistakes. We combine our customers' expertise with our technical knowledge to rapidly deploy fixed-cost solutions customized for their environment.

We specialize in network infrastructure, identity management, remote management, desktop management, security assessment, implementation, compliance, and open source solutions. We also offer custom application and product development through the Novacoast Development team, who have experience in designing mobile & web applications, enterprise software and customizations for existing software. Additionally, we provide staffing to our clients through our Staffing Services Division, which leverages an extensive network of industry contacts and provides necessary training to everything from full time hires to contract appointments.

Our service areas have been built around key engineers who specialize in certain technologies. These specialists are resources to clients and to other engineers within Novacoast. This means that Novacoast combines specialist capabilities with a generalist approach to cross-functional needs in large enterprises. Our diverse know-how also allows us to support small- to mid-size businesses, which typically have the same needs and IT dependencies as large businesses, but work within narrower budgetary constraints.

Although the ratio of technical personnel remains high at Novacoast, we have additional skill sets focused on client business needs, project management, and technical documentation.

Headquartered in Santa Barbara, CA, Novacoast delivers services nationally and internationally.

Find us on the Web at: www.novacoast.com

The Novacoast Services Model

The Novacoast Services Model delivers these core services:

- ✓ Evaluation of your business needs
- ✓ Technical assessment of your current IT environment
- ✓ Planned information systems that grow with you
- ✓ Custom software development
- ✓ Automation of your business applications
- ✓ Front-end assessment of your technical training needs
- ✓ Training resources designed to improve employee skills
- ✓ Complete documentation and training manuals
- ✓ Cutting-edge tech support

SCOPE OF WORK

Below is a high-level summary of the work to be performed.

TASKS

Task #	Description	Estimated Time-line
1	<p style="text-align: center;">Microsoft Windows Network</p> <ul style="list-style-type: none"> • Design and Planning of Microsoft Windows Network with WCS staff, to include number and placement of Windows Servers, Active Directory Domain Controllers, File Servers, Print Servers and DNS/DHCP Servers <ul style="list-style-type: none"> ○ Installation of Windows 2012 R2 servers ○ Configuration of Active Directory Domain ○ Configuration of File Server Role ○ Configuration of Print Server Role ○ Configuration of DNS and DHCP Servers Role <p>Up to 2 Domain Controllers, 2 Print Servers, 3 File Servers, 3 DHCP Ranges, 3 DNS Zones and 25 network-attached printers will be installed and configured.</p> <ul style="list-style-type: none"> • Install Windows 7 workstation with Remote Access to provide connectivity for Task's 2 and 3 • Install Windows 2008 R2 server and Novell Storage Manager for the purpose of migrating data and file rights from Novell Netware to Microsoft Server 	1 Week On-site
2	<p style="text-align: center;">Identity Migration</p> <ul style="list-style-type: none"> • Check for duplicate users and groups (CN) in eDirectory • Compile list of Admin and excluded Users and Groups • Mirror eDirectory Organizational Unit structure, Users and Groups to Active Directory • Passwords will not be mirrored to Active Directory 	1 Week Remote
3	<p style="text-align: center;">Data Migration</p> <ul style="list-style-type: none"> • Create Novell NSS File Trustee Report and detail any container based file rights • Create OU groups in Active Directory for file rights assignment • Migrate data and file rights from Novell to Microsoft using Novell Storage Manager Cross-Empire Migration • Assign Microsoft file rights to container based groups <p>Server and Volumes to be migrated:</p> <ul style="list-style-type: none"> • Achillies - Vol1 • Ares - Vol1 • Artemis - Vol1 • Heracles - Vol1 	1 Week Remote

	<ul style="list-style-type: none"> • Poseidon - Vol1 • Zeus - Vol1 <p>Total Data = 2TB</p>	
4	<p>Post Migration</p> <ul style="list-style-type: none"> • Create GPO Mappings to match eDirectory Login Scripts • Creation of a model Home Directory Policy • Creation of a model Domain Group Policy • Creation of a model Password Policy • Creation of a model Printer Policy • Assist in development of Workstation Domain Joining plan to be implemented by the WCS IT Staff • Train WCS IT Staff in the creation of additional policies 	1 Week Remote

** Estimated high level duration to complete in weeks

ASSUMPTIONS

The following assumptions are being made as part of this project phase:

- Task #1: Customer has available resources and licensing in virtual environment for the provisioning of required servers and workstations.
- Task #2: Ability to access Customer's Novell Customer Center account to download required software and licenses. Existing Novell eDirectory user passwords will NOT be synchronized into Microsoft Active Directory.
- Task #3: Customer has available drive space available on Microsoft Windows Servers. Novell Storage Manager will be utilized only for its Cross-Empire Migration Feature.
- Task #4: Customer available during design and creation process. Novacoast will work with WCS IT Staff on the development of a model policy for the management of Home Directory management, Passwords, Printers; WCS IT Staff will be responsible for creating any additional policies.

DELIVERABLES

The following deliverables will constitute completion of this phase:

Deliverables #	Description
1	Microsoft Windows Network installed and configured. Windows 7 Admin workstation is available remotely. Windows 2008 R2 with Novell Storage Manager available via the Windows 7 Remote Admin workstation.
2	Novell eDirectory users, groups and organizational units mirrored in Microsoft Active Directory.
3	Novell NSS Volume data and file rights copied to Microsoft Windows Servers.
4	Drive Mappings and Home Directory correctly mapping upon user logon. Model policies for management of Home Directories, Passwords, and Printers are created and WCS IT Staff trained in the creation of additional policies. Method for joining workstations to Microsoft Active Directory Domain developed.

COST OF ASSISTANCE

AGREEMENT OF STANDARD WORKING HOURS

This proposal covers services performed during the standard business hours of Monday through Friday, 8am to 6pm.

COST OF ASSISTANCE

TABLE 1: COST OF ASSISTANCE

Description	Optional	Cost
Fixed Price for completing tasks listed Scope of Work		\$19,885.00
	Fixed Cost Total	\$19,885.00
	Estimated Travel Expenses*	\$ 900.00
	Services Credit	\$ 0.00
	Fixed Cost + Travel Total	\$20,785.00

*Travel costs are charged at actuals. Pricing shown in this column are estimates and do not represent a minimum or maximum. Optional components may result in an adjustment to travel estimate.

PAYMENT TERMS

Novacoast will invoice 50% of the total fixed project cost upon signature of this Statement of Work.

Further billing is determined by the following mutually-agreed upon milestones:

- 12.5% upon completion of Deliverable #1
- 12.5% upon completion of Deliverable #2
- 12.5% upon completion of Deliverable #3
- 12.5% upon completion of Deliverable #4

An authorized signature shall constitute acceptance of these services and products in the attached document and is required to schedule Novacoast resources.

NOVACOAST TERMS AND CONDITIONS

Novacoast makes the following assumptions in regard to this business agreement with Wayne Community Schools.

The Customer is responsible for:

- 1: Furnishing Novacoast engineers with information and data on Wayne Community Schools operations, activities, and existing systems, as reasonably required to achieve the project objectives;
- 2: Providing Novacoast staff with the necessary security access to systems and facilities during the performance of services;
- 3: Providing and being solely responsible for the backup of all computer systems;
- 4: Providing adequate workspace and power sources at each facility where services will be performed;
- 5: Providing suitable server platforms with properly installed and patched network operating system (NOS) software, and obtaining any other commercial software licenses necessary for Novacoast to complete the services described in this SOW;
- 6: Providing and being solely responsible for contract of any necessary telecommunications facilities (data communications circuit, analog phone lines, wiring, etc.), and for the costs associated with such facilities;
- 7: Ensuring the availability and responsiveness of key personnel needed to support the implementation of the project.

Novacoast further requires understanding and agreement on the following:

- 1: The intent of this Statement of Work is to address as many foreseeable integration issues as possible. It is both Wayne Community Schools and Novacoast's understanding that additional systems integration issues might arise during the course of the project. Therefore, the acquisition of additional system hardware or software might be required. Novacoast has the resources to source and supply the required product for Wayne Community Schools or Wayne Community Schools may source the required product from any other provider.
- 2: This Statement of Work and the prices quoted herein are valid for 30 days.
- 3: Customer will pay all third party transaction costs associated with this statement of work.
- 4: It is agreed and understood that in the event there is any breach of this agreement, Novacoast shall be liable only to repair or replace the products and services provided hereunder and shall not be responsible for any other special or consequential damages that might result.
- 5: Novacoast retains on an exclusive basis all right, title and interest in and to any intellectual property developed, delivered and/or used by Novacoast in the performance of this SOW. This clause shall not affect the ownership of any preexisting materials.
- 6: Novacoast disclaims all express, and implied warranties, representations, and conditions with respect to services and any deliverables.
- 7: A party's liability for any claim arising under or related to this SOW shall be limited to direct damages and shall not exceed the amount paid under the SOW. Neither party shall be liable to the other for any indirect, special, incidental or consequential damages arising under or relating to this SOW, even if the other party has been advised of the possibility of such damages. The limitation in this section doesn't apply to a party's infringement of the other party's intellectual property rights. No action arising out of this SOW may be brought by Customer more than one year after the action accrued. The above is customer's sole and exclusive remedy for breach of warranty by Novacoast with regard to the provision of the deliverables.
- 8: If any legal action is necessary to enforce the terms of this SOW, the prevailing party shall be entitled to attorney's fees in addition to any other relief.
- 9: This SOW completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter, unless expressly stated in prior proposal, agreement or communication. Amendment of this agreement is only permitted by a subsequently dated written amendment signed on behalf of Novacoast and Wayne Community Schools by their authorized representatives, and any provision on a purchase order purporting to supplement or vary the provisions contained in this SOW shall be void.
- 10: Without prior written consent, neither party nor any of its affiliates will, for a period of one (1) year following the termination of this Agreement, solicit for employment or employ any employee of the other party. If either party violates the terms of this section, the violating party will pay within (10) days of retention of said employee a lump sum fee equal to the total compensation of the employee for the three (3) months prior to the employee's separation from their employer. Notwithstanding the above, this section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, the other party's employee, who answers any advertisement, or who otherwise voluntarily applies for hire, without having been solicited or recruited by the hiring party.
- 11: Any professional services requested by Wayne Community Schools that are not part of this Statement of Work are considered out-of-scope work. Out-of-scope work is arranged by using Novacoast's Change Request Form. Out-of-scope work is any service that is not described in this SOW, including cost adjustments.
- 12: Unless otherwise agreed to, this Agreement shall be deemed to have been made in and construed by the laws of the State of California. Any dispute stemming from this Agreement shall be heard before the appropriate California court.
- 13: Wayne Community Schools will have a ten (10) day period ("Evaluation Period") to verify that Deliverables are in substantial conformance with the specifications as set forth in this SOW. If Wayne Community Schools notifies Novacoast that Deliverables are not in substantial conformance with the specifications as set forth in this SOW ("Nonconformity"), before expiration of the Evaluation Period, Novacoast will, at its expense, promptly correct such Nonconformity, whereupon Wayne Community Schools will receive an additional ten (10) day evaluation period, commencing upon Wayne Community Schools's receipt of the corrected Deliverable(s) to verify that the previously reported Nonconformity has been corrected. If such Nonconformity remains uncorrected Wayne Community Schools may require Novacoast to continue to attempt to correct such Nonconformities in accordance with this provision.

AUTHORIZING SIGNATURES

Wayne Community Schools Representative Printed Name

Wayne Community Schools Representative Signature

Date

Novacoast Representative Printed Name

Novacoast Representative Signature

Date

CUSTOMER CONTACT INFORMATION

COMPANY INFORMATION

Company Name:	
Billing Address:	
County:	
To the Attention of:	
Tax Status, if exempt please provide certificate	

IT CONTACT

Name:	
Phone:	
Email:	

A/P CONTACT

Name:	
Phone:	
Email:	

CERTIFICATE OF POSTING

I, _____, the Superintendent of Schools of Wayne County School District 0017 (Wayne Community Schools) in the State of Nebraska (the "District"), hereby certifies that a copy of the Notice of Meeting of the Board of Education of said District held at 5:00 p.m. on Monday, April 14, 2014, in the Wayne High School located at 611 W Seventh St., Wayne, Nebraska, such notice being in the form attached hereto, was caused to be posted by me in the public places in the District listed below on the _____ day of April, 2014.

DATED this 14th day of April, 2014.

Superintendent

NOTE: Attach a copy of the Notice of Meeting, as posted, if such Notice of Meeting is posted.

**ACKNOWLEDGMENT OF RECEIPT
OF NOTICE OF MEETING**

The undersigned members of the Board of Education of Wayne County School District 0017 (Wayne Community Schools) in the State of Nebraska hereby acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held at 5:00 p.m. on Monday, April 14, 2014, in the Wayne High School located at 611 W Seventh St., Wayne, Nebraska.

DATED this 14th day of April, 2014.

April 14, 2014
Wayne, Nebraska

A regular meeting of the Board of Education (the "Board") of Wayne County School District 0017 (more commonly referred to as Wayne Community Schools) in the State of Nebraska (the "District") held at 5:00 p.m. on Monday, April 14, 2014, in the Wayne High School located at 611 W Seventh St., Wayne, Nebraska, in a publicly convened session, the same being open to the attendance of the public and having been preceded by advance publicized notice. Said advance publicized notice was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the "Open Meetings Act"), and set forth (a) the time, date, and place of this meeting; (b) that this meeting would be open to the attendance of the public; and (c) that an agenda of then known subjects to be taken up at the meeting could be obtained from the office of the Superintendent of Schools (the "Superintendent"). A copy of the affidavit of publication and/or certificate of posting of said advance publicized notice was ordered annexed to the minutes of this meeting as Attachment 1. Each Board Member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Board Member simultaneously with its publicizing, and a copy of their acknowledgment of receipt of such notice is attached to these minutes as Attachment 2. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date, and place of the meeting.

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

_____.

The following Board Members were absent: _____.

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

The President of the Board publicly stated to all in attendance that a current copy of the Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Board Member _____ introduced the following resolution and moved for its adoption:

A RESOLUTION OF WAYNE COUNTY SCHOOL DISTRICT 0017 (WAYNE COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING AND APPROVING THE LEASE-PURCHASE OF CERTAIN EQUIPMENT FOR THE DISTRICT'S EDUCATIONAL FACILITIES ("PROJECT"); AUTHORIZING THE EXECUTION AND DELIVERY BY THE DISTRICT OF DOCUMENTS RELATING TO SUCH LEASE-PURCHASE FINANCING; APPROVING THE ISSUANCE OF CERTIFICATES OF PARTICIPATION IN THE LEASE RENTAL PAYMENTS TO BE MADE BY THE DISTRICT; APPROVING THE DELIVERY AND USE OF AN OFFERING CIRCULAR IN CONNECTION WITH THE OFFER AND SALE OF SUCH CERTIFICATES; DESIGNATING THE CERTIFICATES AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE COMPLIANCE PROCEDURES WITH RESPECT TO THE CERTIFICATES; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

The foregoing Resolution having been read, Board Member _____ seconded the motion for its passage and adoption, and after discussion the roll was called 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 did not vote: _____.

Said Resolution having been voted upon favorably by a majority of the members of the Board, the same was by the President declared passed and adopted.

* * * * *

Motion to adjourn.

DATED THIS 14th day of April, 2014.

ATTEST:

Secretary

President

ATTACHMENT 1

Affidavit of Publication or Certificate of Posting of Notice of Meeting

ATTACHMENT 2

Acknowledgment of Receipt of Notice of Meeting

ATTACHMENT 3

Authorizing Resolution

A RESOLUTION OF WAYNE COUNTY SCHOOL DISTRICT 0017 (WAYNE COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING AND APPROVING THE LEASE-PURCHASE OF CERTAIN EQUIPMENT FOR THE DISTRICT'S EDUCATIONAL FACILITIES ("PROJECT"); AUTHORIZING THE EXECUTION AND DELIVERY BY THE DISTRICT OF DOCUMENTS RELATING TO SUCH LEASE-PURCHASE FINANCING; APPROVING THE ISSUANCE OF CERTIFICATES OF PARTICIPATION IN THE LEASE RENTAL PAYMENTS TO BE MADE BY THE DISTRICT; APPROVING THE DELIVERY AND USE OF AN OFFERING CIRCULAR IN CONNECTION WITH THE OFFER AND SALE OF SUCH CERTIFICATES; DESIGNATING THE CERTIFICATES AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE COMPLIANCE PROCEDURES WITH RESPECT TO THE CERTIFICATES; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF WAYNE COUNTY SCHOOL DISTRICT 0017 (WAYNE COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the "**Board**") of Wayne County School District 0017 (Wayne Community Schools) in the State of Nebraska (the "**District**") hereby finds and determines that:

(a) The District is duly organized as a Class III school district under Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended, maintaining both elementary and high school grades under the direction of a single board of education, the District embracing territory having a population of more than one thousand and less than one hundred fifty thousand inhabitants, including such adjacent territory as may be included therein for school purposes.

(b) Pursuant to Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended, the District is authorized to enter into a lease or lease-purchase agreement for the exclusive use of its individual jurisdiction for such buildings or equipment as the Board determines necessary. Such lease or lease-purchase agreements may not exceed a period of seven years, and all payments pursuant to such leases shall be made from current building funds or general funds.

(c) The District has need of certain equipment and furnishings for its educational facilities (as set forth on Exhibit B hereto, collectively, the "**Equipment**").

(d) To finance such equipment and furnishings, it is the best interest of the District to enter into a lease-purchase financing with BOKF, National Association (the "**Lessor**"), pursuant to which the Lessor will issue certificates of participation (the "**Certificates**") representing proportionate interests in the District's lease purchase rental payments (the "**Rental Payments**") and acquire the Equipment using the proceeds from the sale of the Certificates to pay all costs relating thereto.

(e) There has been presented to the Board the form of each of the following documents in connection with the proposed financing:

- (i) The form of the Lease Purchase Agreement;
- (ii) The form of the Certificate Purchase Agreement;
- (iii) The form of the Certificates;
- (iv) The form of Registrar and Paying Agent Agreement; and
- (v) The form of the Offering Circular.

Section 2. All previous action of the District in connection with the financing of the Equipment and the issuance and sale of the Certificates is hereby approved, ratified and authorized. Payment by the District to the Lessor of the Rental Payments due from time to time pursuant to the Lease Purchase Agreement is hereby authorized and directed, subject, however, to annual budgeting and appropriation by resolution of this Board as provided by the Lease Purchase Agreement.

Section 3. The form and content of the Lease Purchase Agreement, the Registrar and Paying Agent Agreement and the Certificate Purchase Agreement (the “**Certificate Documents**”) be and the same hereby are in all respects authorized, approved and confirmed. The President, the Vice President, the Secretary, the Treasurer, the Superintendent or any other officer of the Board or the District (each, an “**Authorized Officer**”) is hereby authorized, empowered and directed to execute and deliver the Certificate Documents and all other necessary documents in connection with the authentication and delivery of the Certificates, for and on behalf of the District, including any necessary counterparts, in substantially the form and content presented to the Board but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all changes, modifications, additions or deletions therein. Each Authorized Officer is hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such documents as executed.

Section 4. In order to provide funds to pay the cost of the Equipment, the authentication and delivery of the Certificates by the Lessor in the aggregate principal amount of \$520,000, dated May 14, 2014, with a final maturity of May 15, 2017, bearing interest at the rates per annum, and having such prepayment provisions and other terms as set forth in the Lease Purchase Agreement presented to the Board, subject to appropriate insertions and revisions in order to comply with provisions of the Lease Purchase Agreement, be and the same hereby is in all respects approved and confirmed. The Board hereby authorizes and directs any Authorized Officer to finalize the Lease Purchase Agreement and determine such other necessary terms relating to the Certificates, in consultation with Ameritas Investment Corp., as purchaser of the Certificates (the “**Purchaser**”), and Kutak Rock LLP, as special tax counsel (“**Special Tax Counsel**”).

The form and content of the Certificates by the Lessor set forth in the Lease Purchase Agreement be and the same hereby are in all respects approved and confirmed, and the Lessor be

and is hereby authorized, empowered and directed to execute and deliver the Certificates to the Purchaser. Any Authorized Officer is hereby authorized, empowered and directed to approve of the final amount, maturity dates, principal amounts, redemption provisions, the rates of interest and such other terms and provisions, relating to the Certificates, subject to the parameters set forth herein.

Section 5. The Lessor shall accept the assignment from the District of all construction contracts, architects contracts and other related contracts and shall further agree to assume the obligations to make payments to the contractors, materialmen and equipment suppliers under such contracts and related subcontracts and purchase orders relating to the Equipment, provided that the District shall retain the authority to supervise the construction and equipping of the Equipment to the extent that such functions are to be performed by the “Owner” under any such contracts.

Section 6. Upon execution, registration and authentication of the Certificates, the Lessor is authorized to deliver the Certificates to the Purchaser upon receipt of the purchase price equal to \$_____ (par amount of the Certificates, less the Purchaser’s discount of \$_____), plus accrued interest, if any. The Purchaser shall have the right to direct the registration of the Certificates and the denominations thereof within each maturity, subject to the restrictions of this Resolution. Such Purchaser and its agents, representatives and counsel (including Special Tax Counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and sale of the Certificates, including, without limitation, authorizing the release of the Certificates by the Depository at closing.

Section 7. Any Authorized Officer is authorized to execute and deliver for and on behalf of the District any and all additional certificates, documents, opinions or other papers and perform all other acts, including, without limitation, the execution, delivery and filing of any financing statements or any other documents to create and maintain a security interest in the properties and revenues pledged under the Lease Purchase Agreement as may be required by the documents set forth above or as they may deem necessary or appropriate in order to implement and carry out the intent and purpose of this Resolution.

Section 8. The obligations of the District under the Lease Purchase Agreement will not constitute an indebtedness of the District or any agency thereof within the meaning of any constitutional or statutory limitation and will not constitute a liability of or a lien or charge upon the moneys or property of the District or any agency thereof, except those lawfully available moneys which the Board has budgeted and appropriated therefor during any fiscal period.

Section 9. The District hereby designates the Certificates as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). In addition, the District hereby represents that:

(a) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds”) which will be issued by the District and all subordinate entities thereof during the 2014 calendar year is not reasonably expected to exceed \$10,000,000; and

(b) the District and all subordinate entities thereof will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not

“qualified 501(c)(3) bonds”) during the 2014 calendar year, including the Certificates, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Certificates as “qualified tax-exempt obligations” will not be adversely affected by such issuance.

The President of the Board or the Superintendent is hereby authorized to take such other action as may be necessary to make effective the designation in this Section 9.

Section 10. The District (a) shall comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, and all related Regulations, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Certificates and (b) will not use or permit the use of any proceeds of Certificates or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Certificates.

The District hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Resolution as Exhibit A to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Certificates which are intended to be tax-exempt are met. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change such policies and procedures from time to time, without notice.

Section 11. (a) BOKF, National Association, in Lincoln, Nebraska, is hereby designated to serve as the initial Certificate Registrar and Paying Agent (the “**Registrar**”) for the Certificates. The Registrar shall serve in such capacities under the terms of the “**Registrar and Paying Agent Agreement**” between the District and the Registrar. Any Authorized Officer is hereby authorized to execute said agreement in substantially the form presented but with such changes as he or she shall deem appropriate or necessary. The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the District and a successor Registrar.

(b) The District reserves the right to remove the Registrar upon 30 days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Certificates in its possession to the successor Registrar and shall deliver the Certificate register to the successor Registrar. Any Authorized Officer is authorized to remove the Registrar as provided herein if he or she determines such removal is in the best interest of the District. Upon such removal, any Authorized Officer is authorized to appoint a successor Registrar and to execute a Registrar and Paying Agent Agreement with such successor Registrar in a form substantially similar to that approved by the Board pursuant to this Resolution, but with such changes as he or she shall deem appropriate or necessary.

(c) The Registrar shall keep and maintain for the District books for the registration and transfer of the Certificates at its designated corporate trust office. The names and registered addresses of the registered owner or owners of the Certificates shall at all times be recorded in such books. Any Certificate may be transferred pursuant to its provisions at the office of the Registrar by surrender of such Certificate for cancellation, accompanied by a written instrument

of transfer, in form satisfactory to the Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Registrar on behalf of the District will deliver at such office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Certificate or Certificates of the same interest rate, aggregate principal amount and maturity, bearing numbers not contemporaneously then outstanding. To the extent of the denominations authorized for the Certificates by this Resolution, one Certificate may be transferred for several such Certificates of the same interest rate and maturity and for a like aggregate principal amount, and several such Certificates may be transferred for one or several such Certificates, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Certificate, the surrendered Certificate shall be canceled and destroyed. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. Certificates issued upon transfer or exchange of Certificates shall be dated as of the date six months preceding the Interest Payment Date next following the date of registration thereof in the office of the Registrar, unless such date of registration shall be an Interest Payment Date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on the Certificates shall be in default, the Certificates issued in lieu of Certificates surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Certificates surrendered; and provided further, that if the date of registration shall be prior to the first Interest Payment Date, the Certificates shall be dated as of their Date of Original Issue. All Certificates issued upon transfer of the Certificates so surrendered shall be valid obligations of the District evidencing the same obligations as the Certificates surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the Certificates upon transfer of which they were delivered. The District and the Registrar shall not be required to transfer any Certificate during any period from any Record Date until the immediately following Interest Payment Date or to transfer any Certificate called for redemption for a period of 30 days next preceding the date fixed for redemption.

(d) The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Certificates from funds provided by the District for such purposes. Payments of interest due upon the Certificates prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Certificate to such owner's registered address as shown on the books of registration. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Certificate. The District and the Registrar may treat the registered owner of any Certificates as the absolute owner of such Certificate for purposes of making payments thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Certificate shall be valid and effectual and shall be a discharge of the District and the Registrar in respect of the liability upon the Certificates or claims for interest to the extent of the amount or amounts so paid.

Section 12. The provisions of this Resolution are hereby declared to be separable and, if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 13. All resolutions, orders and other instruments, or parts thereof, in conflict with this Resolution are hereby repealed only to the extent of such conflict.

Section 14. This Resolution shall be in force and take effect from and after its passage as provided by law.

DATED THIS 14th day of April, 2014.

President

Attest:

Secretary

EXHIBIT A

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the issuance of the Certificates, the District will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax exempt status of interest on such Certificates. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the Certificates with respect to the use of the gross proceeds of such Certificates and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate related to specific issues of tax-exempt obligations. In order to comply with the covenants and representations set forth in the Certificate documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Certificates, the investment and expenditure of the Certificate proceeds and the assets financed or refinanced with the proceeds of such Certificates over the life of the Certificates.

Designation of Responsible Person

The Superintendent of the District shall maintain an inventory of Certificates and assets financed which contains the pertinent data to satisfy the District’s monitoring responsibilities. Any transfer, sale or other disposition of Certificate-financed assets must be reviewed and approved by the Superintendent.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The District shall consult with special tax counsel and other legal counsel and advisors, as needed, throughout the Certificate issuance process to identify requirements and to establish procedures necessary or appropriate so that the Certificates will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Certificates. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Certificates.

The District also shall consult with special tax counsel and other legal counsel and advisors, as needed, following issuance of the Certificates to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Certificate-financed or refinanced assets.

The District shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of

Certificate proceeds, unless the Tax Certificate documents that arbitrage rebate will not be applicable to the Certificates.

Unless otherwise provided by the resolution or other authorizing documents relating to the Certificates, unexpended Certificate proceeds shall be held in a segregated account by a trustee, and the investment of Certificate proceeds shall be managed by the District. The District shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Certificate proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents that arbitrage rebate will not be applicable to the Certificates, the District shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of Certificate proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Certificates, and no later than 60 days after the last Certificate is redeemed;
- during the construction period of each capital project financed in whole or in part by the Certificates, monitoring the investment and expenditure of Certificate proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Certificates; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Certificates, has agreed to undertake the tasks listed above (unless the Tax Certificate documents that arbitrage rebate will not be applicable to the Certificates).

Use of Certificate Proceeds and Certificate-Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of Certificate proceeds and the use of Certificate-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Certificates to ensure compliance with covenants and restrictions set forth in the Tax Certificate;

- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Certificates, including a final allocation of Certificate proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Certificate-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Certificate-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Certificate-financed or refinanced assets to identify and discuss any existing or planned use of Certificate-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the District discovers that any applicable tax restrictions regarding use of Certificate proceeds and Certificate-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified Certificates, if such counsel advises that a remedial action is necessary.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Certificates, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirement

The District shall be responsible for maintaining the following documents for the term of the Certificates (including refunding obligations, if any) plus at least three years:

- a copy of the Certificate closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of the Certificates, including any elections made by the District in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Certificate proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for Certificate proceeds and evidence as to the amount and date for each draw down of Certificate proceeds, as well as documents relating to costs paid or reimbursed with Certificate proceeds and records identifying the assets or portion of assets that are financed or refinanced with Certificate proceeds, including a final allocation of Certificate proceeds;
- a copy of all contracts and arrangements involving the use of Certificate-financed or refinanced assets;

- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to the Certificates; and

a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

EXHIBIT B

EQUIPMENT

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
	General Conditions, Fees, & Project Start-up	29,585	0	0	0	0	0%	29,585	0
	Demolition, Patching, & Rerouting for HVAC	22,685	0	0	0	0	0%	22,685	0
	Ceilings Removal, Salvage, and Reinstallation	27,135	0	0	0	0	0%	27,135	0
	Window Removal & Infill	7,105	0	0	0	0	0%	7,105	0
	Structural Steel	25,065	0	0	0	0	0%	25,065	0
	Roof Hatch & Ladders	9,940	0	0	0	0	0%	9,940	0
	EPDM Roofing & Repair	36,900	0	0	0	0	0%	36,900	0
	Painting & Joint Sealants	18,825	0	0	0	0	0%	18,825	0
	HVAC	557,160	0	0	0	0	0%	557,160	0
	Electrical	162,100	0	0	0	0	0%	162,100	0
	Owner Contingency	10,000	0	0	0	0	0%	10,000	0
	SUB-TOTAL	906,500	0	0	0	0	0%	906,500	0
	CHANGE ORDERS								
	SUB-TOTAL CHANGE ORDERS	0	0	0	0	0	0%	0	0
	TOTALS	906,500	0	0	0	0	0%	906,500	0

LEASE-PURCHASE AGREEMENT

This **LEASE-PURCHASE AGREEMENT**, dated as of May 14, 2014 (the “**Agreement**”), is made by and among **BOKF, NATIONAL ASSOCIATION**, a national banking association duly organized and validly existing under the laws of the United States of America, as lessor (the “**Lessor**”), **WAYNE COUNTY SCHOOL DISTRICT 0017 (WAYNE COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA** (the “**District**” or the “**Lessee**”) and **BOKF, NATIONAL ASSOCIATION**, a national banking association duly organized and validly existing under the laws of the United State of America, as registrar and paying agent (the “**Registrar**”).

WHEREAS, the Lessor proposes to (a) purchase the items of personal property specified on **Exhibit A** attached (“**Exhibit A**”), together with all replacements, repairs and additions incorporated therein or affixed thereto (the “**Leased Property**”), (b) finance its acquisition of the Leased Property by the issuance of Certificates of Participation in substantially the form appended hereto as **Exhibit B** (the “**Certificates**”) constituting assignments of proportionate interests in the right of Lessor to receive certain payments from the District under this Agreement, and (c) lease the same to the District as provided herein;

NOW, THEREFORE, the parties do hereby covenant and agree as follows:

1. The District hereby assigns all of its right, title and interest in and to the contracts for the purchase of the personal property specified in **Exhibit A** (the “**Contracts**”) to the Lessor, and the Lessor hereby accepts such assignment.

2. The Lessor hereby agrees to lease to the District and the District hereby agrees to lease from Lessor the Leased Property upon the following terms and conditions:

(a) The Lessor hereby appoints the District as its agent to acquire the Leased Property as provided herein. The District will accept the Leased Property as soon as it has been delivered and is operational or, if the manufacturer or vendor allows a preacceptance test period, as soon as the test period has expired. The District will evidence its acceptance of the Leased Property by executing and delivering to Lessor a delivery and acceptance certificate. To the extent the same is not paid from the proceeds of the issuance, sale and delivery of the Certificates, the District will pay all transportation and other costs, if any, in connection with the delivery of the Leased Property.

(b) The term of this Agreement shall commence as of the date hereof to and including May 15, 2017, provided, however, that the lease period for all items of Leased Property shall terminate upon the earliest of any of the following events:

(i) the exercise by the District of the option to purchase the Leased Property granted under the provisions of **Section 2(l)** of this Agreement;

(ii) a default by the District and Lessor’s election to terminate this Lease under **Section 2(u)**; or

(iii) the payment by the District of all Lease Payments authorized or required to be paid by the District hereunder.

(c) The District shall pay to the Lessor basic cash rent (each, a “**Rent Payment**”) in the total amount of _____ Dollars (\$_____) in accordance with the following schedule, a portion of which represents the payment of interest as set forth in the following schedule:

<u>Rent Payment Date</u>	<u>Principal Installment</u>	<u>Interest Installment</u>	<u>Total Amount Due</u>
November 15, 2014	\$85,000	\$	\$
May 15, 2015	85,000		
November 15, 2015	85,000		
May 15, 2016	85,000		
November 15, 2016	90,000		
May 15, 2017	90,000		

The District shall not be required to make a Rent Payment to the extent that there are funds on deposit in the Payment Fund (established in **Section 10** hereof) which are available and may be applied to such Rent Payment on the date such Rent Payment is due and owing. The District hereby agrees to make all Rent Payments due hereunder to the Registrar, as registrar and paying agent for the Certificates.

The District agrees to pay as additional rent all taxes as provided by **Section 2(m)** hereof. All rental payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever.

(d) All cash rentals due hereunder shall be paid to the registered owners of the Certificates by the registrar.

(e) The District shall have and is hereby granted the option to prepay from time to time the amounts payable under this Agreement at any time the Certificates herein authorized are subject to redemption prior to maturity in sums sufficient to redeem or to pay or cause to be paid all or part of the Certificates in accordance with the provisions of this Agreement. Upon the deposit of money in escrow with the Registrar in an amount sufficient to redeem Certificates subject to redemption, Lessor shall take all steps necessary under the applicable redemption provisions of the Certificates to effect redemption of all or part of the then outstanding Certificates, as may be specified by the District, on the date established for such redemption, and the Rent Payments due pursuant to subparagraph 2(c) hereof shall be adjusted accordingly.

(f) The District hereby indemnifies and agrees to save Lessor harmless from any and all liability and expense arising out of the ordering, ownership, use, condition, or operation of each item of Leased Property during the term of this Agreement, including liability for death or injury to persons, damage to property, strict liability under the laws or judicial decisions of any state or the United States, and legal expenses in defending any claim brought to enforce any such liability or expense, but excluding any liability for which the District is not responsible under **Section 2(m)** hereof.

(g) The Leased Property may be used by the District for any purpose which it desires; provided, however, that the District will make no use of the Leased Property or allow the Leased Property to be used in any manner that would cause the Interest Installments on the Certificates to be included in the gross income of the holders thereof for federal income tax purposes. The Leased Property will have a useful life in the hands of the District that is in excess of the term of this Agreement.

(h) This Agreement cannot be canceled or terminated except as expressly provided herein.

(i) The District acknowledges that the Lessor is causing the Certificates to be issued in order to obtain the money to finance the acquisition of the Leased Property pursuant to the Contracts and pay the expenses of obtaining such financing, and the District does hereby consent thereto. It is understood and agreed by the parties hereto that all payments by the District to the Lessor hereunder shall constitute full and final discharge of the District's obligations in respect thereof under this Agreement; that any default or failure by the Lessor in the making of any payments pursuant to the Certificates to the respective owners thereof shall not give rise to any right or claim on behalf of such owners of the Certificates against the District; and that the Lessor shall indemnify and hold the District harmless in connection with claims for amounts due the owners of the Certificates, to the extent that the District shall have tendered to the Lessor the payments provided for herein.

(j) The Registrar agrees to pay for said Leased Property from moneys in the Acquisition Fund established by **Section 11** of this Agreement, as and when so directed in accordance with the provisions of **Section 12** hereof. The parties further covenant and agree that any Certificate proceeds not expended to acquire the Leased Property by no later than May 14, 2017 shall be applied by the Registrar to the payment and retirement of Certificates to the full extent possible, without further authorization or direction.

(k) Title to the Leased Property shall be vested in the District, and the District hereby grants to the Lessor a security interest in the Leased Property until such time as all obligations of the District hereunder have been satisfied and discharged. The District covenants that it will do, execute, acknowledge, deliver and file of record or cause to be done, executed, acknowledged, delivered and filed of record, such appropriate Nebraska Uniform Commercial Code financing and continuation statements as may be required by law in order to create, vest and perfect in favor of the Lessor a UCC security interest in and to the Leased Property. On the termination of this Agreement, if the District has made all the payments due to the Lessor under the terms of this Agreement, the Lessor will release and discharge such financing and continuation statements of record and shall provide the District with such other evidence as the District shall reasonably request evidencing that the Leased Property is free and clear of all liens and encumbrances, except any encumbrances permitted pursuant to the provisions of this Agreement or caused by default of the District hereunder. The Leased Property shall remain personal property regardless of its attachment to realty, and the District agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Leased Property as a result of its attachment to realty.

(l) The District shall have, and is hereby granted the option to purchase the Leased Equipment on May 15, 2015 or any date thereafter, at a purchase price equal to the amount which, together with investment earnings thereon, is sufficient to pay the principal of and interest on the Certificates to maturity or such date of redemption for the Certificates as shall be specified by the District in the notice hereafter referred to, plus an amount necessary to pay the Registrar's fees accrued and to accrue until final payment and redemption of the Certificates. The District shall give notice of its election to purchase the Leased Property granted herein not less than 30 days prior to the day specified in such notice for the closing of the purchase of the Leased Property (or such shorter period as may be acceptable to the then-registered owner of the Certificates). Upon the giving of such notice and the deposit of moneys as required by this Section, the Lessor shall release and discharge all financing and continuation statements and take all other actions as provided by **Section 2(k)** hereof.

(m) The District shall keep the Leased Property free and clear of all levies, liens and encumbrances except those created under this Agreement. The District shall comply with all laws and regulations relating to the Leased Property and its use and shall promptly pay, if and when due,

all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Leased Property or its use or the rentals hereunder excluding, however, any taxes on or measured by the Lessor's net income. Upon request by the Lessor, the District shall prepare and file all tax returns relating to taxes for which the District is responsible hereunder which the District is permitted to file under the laws of the applicable taxing jurisdiction.

(n) Except as otherwise provided in this Agreement, without the prior written consent of the holders of not less than a majority of the aggregate principal amount of Certificates at the time outstanding, the District will not sell, assign, sublet, pledge, or otherwise encumber or permit a lien arising through the District to exist on or against any interest in this Agreement or the Leased Property or remove the Leased Property from its location referred to in subparagraph (a) above. The Lessor may assign its interest in this Agreement without the District's consent. The District agrees not to assert against any assignee of the Lessor any claim or defense the District may have against the Lessor.

(o) The Lessor may inspect the Leased Property at any time and from time to time during regular business hours.

(p) The District will use the Leased Property with due care and for the purpose for which it is intended. The District will maintain the Leased Property in good repair, condition and working order and will furnish all parts and services required therefor, all at its expense. All such parts when furnished shall immediately become part of the Leased Property for all purposes hereof.

(q) If the Leased Property shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or upon condemnation or seizure of the Leased Property, the District shall continue to promptly pay to the Lessor all Rent Payments and other amounts payable by the District hereunder when due without any diminution. Any insurance or condemnation proceeds received shall be credited to the District's obligation under this paragraph and the District shall be entitled to any surplus.

(r) The District shall obtain and maintain on or with respect to the Leased Property at its own expense (i) liability insurance against liability for bodily injury and (ii) property damage and physical damage insurance insuring against loss or damage to the Leased Property in an amount not less than the full replacement value of the Leased Property. The District shall furnish the Lessor with a certificate of insurance evidencing the issuance of a policy or policies to the District in at least the minimum amounts required herein, naming the Lessor as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to the Lessor, and shall contain a clause requiring the insurer to give to the Lessor at least 10 days prior written notice of any alteration in the terms of such policy or the cancellation thereof, and a clause specifying that no action or misrepresentation by the District shall invalidate such policy. The Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise the District if any such policy shall not comply with the requirements hereof. If the District has been permitted to self-insure, the District will furnish the Lessor with a letter or certificate to such effect.

(s) The District may sell, trade in, exchange or otherwise dispose of any item constituting a part of the Leased Property without any responsibility or accountability to the Lessor or the Registrar therefor, provided that Lessee substitutes and installs anywhere in the District other property or equipment having equal or greater market value (but not necessarily the same function) in the operation of the District. All such substituted property or equipment shall be free of all liens and encumbrances (other than the lien of this Agreement), shall be and become part of the Leased

Property, and shall be held by the District on the same terms and conditions as items originally comprising the Leased Property. The District will pay any costs (including reasonable counsel fees) incurred in subjecting to the lien of this Agreement any items of equipment or other property that under the provision of this subparagraph are to become a part of the Leased Property or in releasing such property or equipment from the lien of this Agreement. The District will not remove or permit the removal of any of the Leased Property from the District, except in accordance with the provisions of this **Section 2(s)**.

Eligibility of Leased Property to be released from the lien of this Agreement shall be evidenced by a certificate signed by the District and delivered to the Lessor and the Registrar, confirming the District's compliance with this subparagraph. Upon receipt of such certificates from time to time, the Lessor and the Registrar shall promptly execute and deliver to the District such partial releases, bills of sale and other documents as may be required to vest title to the items of Leased Property so released, free of lien or any security interest provided for herein, or other purchaser or recipient of such Leased Property.

(t) Each of the following events shall constitute an “**Event of Default**” hereunder: (i) the District shall fail to make each Rent Payment when due; (ii) the District shall fail to observe or perform any other agreement to be observed or performed by the District hereunder and the continuance thereof for 10 calendar days following written notice thereof by the Lessor to the District; (iii) the District makes an assignment for the benefit of creditors; (iv) the District shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debts, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or all or a substantial part of its assets; and (v) an event of default shall occur under any other obligation of the District (or an assignee of the District) owed to the Lessor (or an assignee of the Lessor).

(u) The Lessor and the District agree that the Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Agreement is executed because the value of the Leased Property at the expiration of this Agreement is uncertain, and therefore they agree that for purposes of this **Section 2(u)**, “**Lessor's Loss**” as of any date shall be the sum of the following: (i) the amount of all rent and other amounts payable by the District hereunder due but unpaid as of such date plus (ii) such amount as shall be necessary to provide for the payment of the principal of and interest on the Certificates to maturity or earlier redemption as shall be determined by the Lessor.

Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in subparagraph 2(t)(iv) an amount equal to Lessor's Loss as of the date of such occurrence shall automatically be and become immediately due and payable without notice or demand of any kind.

(i) Lessor may, by written notice to the District, terminate this Agreement and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of the District to use the Leased Property shall terminate but the District shall be and remain liable as provided in **Section 2(u)**. The District shall at its expense promptly deliver the Leased Property to Lessor at a location or locations designated by Lessor. Lessor may also enter upon the premises where the Leased Property is located and take immediate possession of and remove the same with or without instituting legal proceedings.

(ii) Lessor may proceed by appropriate court action to enforce performance by the District of the applicable covenants of this Agreement or to recover, for breach of this Agreement, Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from the District in any such action without having to repossess and dispose of the Leased Property, Lessor shall transfer the Leased Property to the District at its then location upon payment of any additional amount due under clause C, D or E below.

(iii) If Lessor repossesses the Leased Property, Lessor shall either retain the Leased Property in full satisfaction of the District's obligation hereunder or sell or lease each item of Leased Property in such manner and upon such terms as Lessor may in its sole discretion determine. The proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clause D or E below. Lessor shall be entitled to any surplus and the District shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Leased Property by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Leased Property in determining the rent under such Agreement.

(iv) Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid at the rate of 10% per annum.

(v) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation and disposition of the Leased Property.

No remedy given in **Section 2(u)** is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to recover amounts for which the District is liable hereunder. No express or implied waiver by Lessor of any Event of Default shall constitute a waiver of any other Event of Default.

(v) In making this agreement, the District is exercising the power granted to it pursuant to Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended. The District hereby determines that the Leased Property is essential to its proper, efficient and economic operation and desires to enter into this Agreement for the acquisition of the Leased Property under the terms hereof, which Leased Property is necessary for the governmental functions of the District, and the parties agree that such Leased Property shall be for the exclusive use and benefit of the District. Lessor represents and warrants that it is neither the manufacturer nor a dealer or merchant of the Leased Property, but has agreed to provide the funding for and on behalf of the District for the acquisition of the Leased Property under the terms hereof at the specific request of the District.

(w) The District represents and warrants and, so long as this Agreement is in effect or any part of the District's obligations to Lessor remain unfulfilled, shall continue to warrant at all times that:

(i) The District is duly organized and validly existing and has the power and authority to enter into this Agreement, and to carry out the terms of this Agreement and to do all other acts necessary or advisable to consummate and effectuate the transaction contemplated by this Agreement and to carry out its obligations hereunder.

(ii) The District has authorized the execution and delivery of this Agreement and has or will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, and that the performance of the District's obligations hereunder have been duly and validly authorized and approved under all laws and regulations and procedures applicable to the District, and the consent of all necessary persons or bodies have been obtained and duly and validly executed and delivered, and that this Agreement constitutes a valid, legal and binding obligation of the District enforceable against the District in accordance with the respective terms hereof.

(iii) The District has complied with all bidding requirements, if necessary, and any and all appropriations, funding, hearing or other requirements under law, and that no other consent, approval or ratification of the terms hereof is necessary for this Agreement to be valid.

(iv) The District warrants that it will do or cause to be done all things necessary to preserve and keep this Agreement in full force and effect during its existence.

(x) The District agrees that it has selected each item of Leased Property based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTY WITH RESPECT TO THE LEASED PROPERTY, EXPRESSED OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR THE CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE LEASED PROPERTY. The District agrees to make the Rent Payments and other payments required hereunder without regard to the condition of the Leased Property and to look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Leased Property for any reason be defective. So long as no Event of Default has occurred and is continuing, Lessor agrees, to the extent they are assignable, to assign to the District without any recourse to Lessor, any warranty received by Lessor.

(y) Lessor may assign its rights, title and interest in and to this Agreement, the Leased Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Leased Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to the District which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by Lessor or by the District to evidence the assignment, but the District will acknowledge such assignments in writing if so requested and will provide such further certifications and acknowledgments as reasonably requested by Lessor.

(z) The Lessor and the District acknowledges that the Internal Revenue Code of 1986, as amended (the "Code"), requires that a book-entry record be maintained with respect to the Agreement which identifies each owner of Lessor's interest in the Agreement. The Registrar hereby agrees to maintain such record pursuant to and in accordance with the terms of the Agreement.

3. The Certificates shall be issued in the aggregate principal amount of \$520,000; shall be delivered in the form of fully registered certificates without coupons in the denomination of \$5,000 each or any integral multiple thereof; shall be numbered from one upwards in order of issuance; shall be substantially in the form set forth in **Exhibit B** hereto; shall be dated their date of delivery and shall mature in the principal amounts on the dates and bear interest calculated on the basis of a 360-day year consisting of twelve 30-day months as follows:

<u>Principal Amount</u>	<u>Payment Date</u>	<u>Interest Rate</u>
\$85,000	November 15, 2014	%
85,000	May 15, 2015	
85,000	November 15, 2015	
85,000	May 15, 2016	
90,000	November 15, 2016	
90,000	May 15, 2017	

Interest on the Certificates is payable semiannually on May 15 and November 15 of each year, beginning November 15, 2014 (each, an “**Interest Payment Date**”), until maturity or earlier redemption to the registered owner of each Certificate by check or draft mailed on the date such interest is payable by the Registrar or its successor to such registered owner’s address as it appears on the registration books maintained by the Registrar as of the close of business on the fifteenth date (whether or not a business day) preceding any Interest Payment Date (the “**Record Date**”). The principal of the Certificates and the interest due at maturity is payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debt to the registered owners thereof upon presentation and surrender of such Certificates to the Registrar upon maturity or earlier redemption.

4. The Certificates shall be redeemable at the option of the Lessor upon direction of the District at any time on or after May 15, 2015 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date fixed for redemption. If less than all of the Certificates are redeemed at any time, they shall be redeemed in such principal amounts and from such maturity or maturities as the District, in its sole discretion, shall direct in integral multiples of \$5,000. If less than all of the Certificates of any maturity are to be called for redemption, the Registrar shall select the particular Certificates of such maturity to be redeemed by lot. Any Certificate redeemed in part only shall be surrendered to the Registrar in exchange for a new Certificate evidencing the unredeemed principal amount thereof.

Notice of redemption of any Certificate called for redemption shall be given at the direction of the District by the Registrar by mail not less than 30 days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then-registered owner), first-class, postage prepaid, sent to the Registered Owner at such Registered Owner’s address. Notice of redemption need not be given to the Registered Owner of any Certificate who has waived notice of redemption. The District shall give written notice to the Registrar of its election to redeem Certificates at least 45 days prior to the redemption date, or such shorter period as shall be acceptable to the Registrar. Such notice shall designate the Certificate or Certificates to be redeemed by maturity or otherwise, the date fixed for redemption and shall state that such Certificate or Certificates are to be presented for prepayment at the designated corporate trust administration office of the Registrar (the “**Designated Office**”). In case of any Certificate partially redeemed, such notice shall specify the portion of the principal amount of such Certificate to be redeemed. No defect in the mailing of notice for any Certificate shall affect the sufficiency of the proceedings of the District designating the Certificates called for redemption or the effectiveness of such call for Certificates for which notice by mail has been properly given and the District shall have the right to direct further notice of redemption for any such Certificate for which defective notice has been given.

If on or before the redemption date funds sufficient to pay the Certificates so called for redemption, at the applicable redemption price and accrued interest to such date, have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as herein provided, then from and after the date fixed for redemption, interest on the Certificates so called shall cease to accrue and become payable. If funds shall not have been deposited with the Registrar as specified on or before the date fixed for redemption, such call for redemption shall be revoked and the

Certificates so called for redemption shall continue to be outstanding to the same extent as though they had not been called, and shall continue to bear interest until paid at the rate they would have borne had they not been called for redemption, and shall continue to be protected by this Lease and entitled to the benefits and security hereof.

5. Each of the Certificates shall be executed in the name of, and by, the Lessor by the manual or facsimile signature of an authorized officer of the Lessor and shall be authenticated by the manual signature of an authorized officer of the Registrar. The Certificates shall be issued initially as “book-entry-only” certificates using the services of The Depository Trust Company (the “**Depository**”), with one typewritten certificate per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the Lessor, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Certificates. Upon the issuance of the Certificates as “book-entry-only” certificates, the following provisions shall apply:

(a) The Lessor, the District and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Certificates as securities depository (each, a “**Participant**”) or to any person who is an actual purchaser of a Certificate from a Certificate Participant while the Certificates are in book-entry form (each, a “**Beneficial Owner**”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Certificate Participant with respect to any ownership interest in the Certificates,

(ii) the delivery to any Certificate Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Certificates, including any notice of redemption, or

(iii) the payment to any Certificate Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Certificates. The Registrar shall make payments with respect to the Certificates only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Certificates to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Certificate.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Certificates requested by the Depository in appropriate amounts. Whenever the Depository requests the Lessor and Registrar to do so, the Lessor and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Certificates or (ii) to make available Certificates registered in whatever name or names the Beneficial Owners transferring or exchanging such Certificates shall designate.

(c) If the District determines that it is desirable that certificates representing the Certificates be delivered to the Certificate Participants and/or Beneficial Owners of the Certificates and so notifies the Lessor and Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Certificate Participants of the availability through the Depository of certificates representing the Certificates. In such event, the Lessor and Registrar shall

issue, transfer and exchange certificates representing the Certificates as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this resolution to the contrary, so long as any Certificate is registered in the name of the Depository or any nominee thereof, all payments with respect to such Certificate and all notices with respect to such Certificate shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Certificates may be transferred on the books of registration maintained by the Registrar, and the Certificates may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Certificate unless and until such partially redeemed Certificate has been replaced in accordance with the provisions of Section 5 of this Resolution, the books and records of the Registrar shall govern and establish the principal amount of such Certificate as is then outstanding and all of the Certificates issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. If such supply of certificates shall be insufficient to meet the requirements of the Lessor and Registrar for issuance of replacement Certificates upon transfer or partial redemption, the District agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of an authorized officer of the Lessor and the authentication by the manual signature of an authorized officer of the Registrar. In case any officer whose signature or facsimile thereof shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate (including any certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Certificate.

6. Each Certificate shall be transferable only upon the Certificate register, which shall be kept for that purpose at the principal corporate trust office of the Registrar upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his or her duly authorized attorney. Upon the registration of the transfer and the surrender of any such Certificates, the Registrar shall provide, in the name of the transferee, a new Certificate or Certificates of the same series, maturity and aggregate principal amount and bearing interest at the same rate as the surrendered Certificates. The Certificates shall be negotiable as provided by law subject to the provisions for registration and transfer contained in this Agreement and in the Certificates. The Lessor and the Registrar shall deem and treat the person in whose name any outstanding Certificate shall be registered upon the Certificate register as the absolute owner of such Certificate, whether such Certificate shall be overdue or not, for the purpose of receiving payments of, or on account of, such Certificate and for all other purposes and the Lessor and the Registrar shall not be affected by any notice to the contrary; and all such payments so made to any such registered owner or upon his or her order shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

7. In all cases in which the privilege of exchanging or transferring Certificates is exercised, the Lessor shall execute and deliver, and the Registrar shall authenticate, Certificates in accordance with the

provisions hereof. All Certificates surrendered in any such exchanges or transfers shall forthwith be canceled and destroyed by the Registrar. Upon every exchange or transfer of a Certificate, the person requesting the exchange or transfer of Certificates shall pay the Registrar its customary fee for preparation and issuance of new Certificates and shall reimburse it for any tax, fee, or other governmental charge, required to be paid with respect to such exchange or transfer. Such amounts shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Registrar shall not be obligated to make any such exchange or transfer of any Certificate for a period of 15 days next preceding any interest or principal payment date or to transfer any Certificates called for redemption.

8. The Registrar hereby agrees to undertake all duties and responsibilities imposed on the Registrar pursuant to this Agreement and the Registrar and Paying Agent Agreement, dated May 14, 2014 (the “**Registrar and Paying Agent Agreement**”) between the District and the Registrar, including, but not limited to, its duties as registrar and paying agent for the Certificates. The District reserves the right to remove the Registrar upon 30 days notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Certificates in its possession to the successor Registrar and shall deliver the Certificate Register to the successor Registrar. The Registrar shall have only such duties and obligations as are expressly specified by this Agreement and the Registrar and Paying Agent Agreement and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the District and a successor Registrar.

The Registrar shall keep the books for the registration and transfer of Certificates and shall be responsible for making the payments of principal and interest as the same become due upon the Certificates from funds provided by the District to the Registrar for such purposes. Payments of interest due upon the Certificates prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Certificate as of the Record Date addressed to such owner’s registered address as shown on the books of registration as required to be maintained under this **Section 8**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest and redemption premium, if any, then due, shall be made by the Registrar upon presentation and surrender of such Certificate at the office of the Registrar.

9. Upon execution of the Certificates by the District, the Certificates shall be delivered to the Registrar for registration and authentication. The Certificates shall not be valid and binding until authenticated by the Registrar. Upon authentication and registration by the Registrar, the Certificates shall be delivered to Ameritas Investment Corp. as the underwriter thereof (the “**Underwriter**”), upon receipt of \$_____, plus accrued interest thereon to date of payment of the Certificates (the “**Purchase Price**”). The Underwriter shall have the right to direct the registration of the Certificates and the denominations thereof within each maturity, subject to the restrictions of this Agreement.

The proceeds of the sale of the Certificates, including the interest accrued on the Certificates from their date to the date of delivery of and payment therefor, shall be received by the District, shall be paid over, deposited and credited, and used and applied, as follows:

(a) An amount equal to the accrued interest received upon the issuance, sale and delivery of the Certificates shall be deposited into the Payment Fund established by **Section 10** hereof and disbursed to pay a portion of the interest component on the Certificates on November 15, 2014; and

(b) The balance of the proceeds of the Certificates shall be deposited into the Acquisition Fund established in **Section 11** hereof and disbursed to pay the costs of acquiring the Leased Property in accordance with the provisions of **Section 12** hereof.

10. There is hereby created and established with the Registrar a fund to be designated the “Wayne County School District 0017 Certificate Payment Fund” (the “**Payment Fund**”) which shall be used solely to pay the principal of and the interest on the Certificates as the same shall become due. There shall be deposited into the Payment Fund all Rent Payments made by the District pursuant to this Agreement and investment earnings as provided in **Section 14** hereof. After payment or provision for payment in full of the principal of and interest on the Certificates, any balance remaining in the Payment Fund shall be paid to the District.

11. There is hereby created and established with the District a fund to be designated the “Wayne County School District 0017 Equipment Acquisition Fund” (the “**Acquisition Fund**”). The proceeds of the issuance and sale of the Certificates deposited into the Acquisition Fund shall be used for the following purposes:

(a) Payment, if any, as shall be necessary to reimburse the District in full for advances and payments made at any time prior to or after the delivery of the Certificates for expenditures in connection with the construction and installation of the Leased Property, including, but not necessarily limited to, the repayment of any temporary loan, including interest thereon, the installation of utility services, and any architectural, engineering, legal, fiscal or supervisory costs and expenses relating to the Leased Property.

(b) Payment of legal and accounting fees and expenses and printing and engraving costs incurred in connection with the authorization, sale and issuance of the Certificates, and this Agreement and all other documents in connection therewith and payment of all such fees, costs and expenses; and payment of fees and expenses of the Lessor and financial consultant.

(c) Payment for labor, services, materials and supplies used or furnished in the acquisition, construction and installation of the Leased Property, including sales and use taxes, if any, reimbursement to the District for such cost incurred prior to the issuance of the Certificates; payment for the cost of the construction, acquisition and installation of utility services or other facilities, and payment for the miscellaneous expense incidental thereto.

(d) Payment of the fees, if any, for architectural, engineering and supervisory services with respect to the Leased Property.

All moneys remaining in the Acquisition Fund after the acquisition and installation of the Leased Property and after payment or provision for payment of all other items provided for in this section shall be held by the Registrar and applied to the payment of the interest component on the Certificates next becoming due. The Registrar shall keep and maintain adequate records pertaining to the Acquisition Fund and all disbursements therefrom, and after the Leased Property has been acquired and installed, the Registrar shall file a statement of income and disbursements with respect thereto with the Lessor and the District.

12. Before any of the payments referred to in the preceding **Section 11** may be made by the Registrar, the Treasurer of the District shall deliver a requisition to the Registrar authorizing and apprising the Registrar to make any such disbursement. The requisition shall also certify with respect to each such payment that:

(a) the costs or obligations in the stated amounts in such statement are presently due and payable and that each item specified in such statement is a proper charge against the Acquisition Fund and has not been paid;

(b) none of the items for which the payment is proposed to be made has formed the basis for any payment theretofore made from the Acquisition Fund;

- (c) that the item is covered by insurance under an existing policy of insurance; and
- (d) that each item for which the payment is proposed to be made is or was necessary or appropriate in connection with the acquisition and installation of the Leased Property.

The certificate shall be accompanied by mechanics' lien waivers executed by each supplier of labor and/or materials evidencing the fact that said supplier has been paid in full for all work or materials up to the current statement and payment request. The certificate shall be in substantially the form attached hereto as **Exhibit C**. The Registrar may conclusively rely upon the representations made in such certificate.

The necessary financing statements shall be filed by the Registrar in the office of the Secretary of State, in accordance with the Nebraska Uniform Commercial Code. The Registrar shall, in addition, file the required continuation statements from time to time, in order to continue the security interest in such property.

13. The completion of the acquisition, construction and installation of the Leased Property and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Registrar of a certificate of the District (which may state that such certificate is accurate to the best of such certifying officer's knowledge, information and belief) which certificate shall certify that all obligations and costs in connection with the Leased Property and payable out of the Acquisition Fund have been paid and discharged. As soon as practicable, and in any event after sixty days from the date on which the certificate referred to in the preceding sentence has been filed with the Registrar, any balance remaining in the Acquisition Fund shall without further authorization be applied to the payment of the interest portion of the Certificates next becoming due.

14. Any monies held as a part of the Acquisition Fund, the Payment Fund or other special funds shall be invested or reinvested by the District or the Registrar, as the case may be, at its discretion in:

- (a) Bonds, notes, bills or other general obligations of the United States of American whether interest-bearing or sold at a discount;
- (b) Bonds or other interest-bearing obligations, the payment of the principal and interest of which is unconditionally guaranteed by the United States of America;
- (c) Obligations issued or guaranteed as to principal and interest by any agency or person controlled or supervised by and acting as an instrumentality of the United States of America pursuant to authority granted by the Congress of the United States of America.
- (d) Certificates of deposit issued by commercial banks or savings and loan associations, to the extent that such certificates of deposit are insured by the Federal Deposit Insurance Corporation. Accounts in excess of the FDIC Insurance shall be collateralized by securities described in **Sections 14 (a), (b) or (c)**.
- (e) Repurchase agreements or reverse repurchase agreements with banks and government bond dealers reporting to and trading with the Federal Reserve Bank of New York, which such agreements are secured by securities which (i) are obligations described in **Sections 14 (a), (b), or (c)**, (ii) are held by a bank or trust company other than a part to the agreement, acting as a fiduciary, for the account of the District, and (iii) at all times have a market value (exclusive of accrued interest) at least equal to such agreements so secured.

Such investments shall mature or be redeemable at the option of the owner before the respective dates when monies held for the credit of such fund will be required for the purposes intended. The District and the Registrar shall invest and reinvest the monies in any fund held by them so that the maturity date or date of redemption at the option of the owner thereof shall coincide as nearly as practicable with the times at which the money is needed.

15. The income derived from the investment and reinvestment of funds, the interest accruing on any investment and any profit realized therefrom shall be applied to the payment of the Principal and Interest Installments becoming due on the Certificates.

16. The District's obligations under this Agreement and the liens, pledges, covenants and agreements of the District herein made or provided for with respect to any or all of the Certificates herein authorized shall be fully discharged and satisfied as to any or all of such Certificates and any such Certificate shall no longer be deemed to be outstanding hereunder if such Certificate has been purchased by the District and canceled or when the payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof or (b) shall have been provided for by depositing with the Registrar or with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment or (ii) direct general obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America ("**U.S. Government Obligations**") in such amount and bearing interest and maturing or redeemable at stated fixed prices at the option of the owner as to principal at such time or times as will ensure the availability of sufficient money to make such payment; provided, however, that with respect to any Certificate to be paid prior to maturity, the Lessor shall have duly called such Certificate for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company or with the Registrar may be invested or reinvested in U.S. Government Obligations in the hands of such bank or trust company in excess of the amount required to pay principal of and interest on the Certificates for which such monies or U.S. Government Obligations were deposited shall be paid over to the District as and when collected.

17. The District covenants for the benefit of the owners of the Certificates as follows:

(a) The District (i) will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Certificates, (ii) will not use or permit the use of any proceeds of Certificates or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Certificates and (iii) will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Certificates will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

(b) The District (i) will comply with all requirements of Section 148 of the Code to the extent applicable to the Certificates, (ii) will use the proceeds of the Certificates as soon as practicable and with all reasonable dispatch for the purposes for which the Certificates are issued, and (iii) will not invest or directly or indirectly use or permit the use of any proceeds of the Certificates or any other funds of the District in any manner, or take or omit to take any action, that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The District covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Certificates from time to time. This covenant shall survive payment in full or defeasance of the Certificates. The District specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Arbitrage Instructions, if any. Notwithstanding anything to the contrary contained herein, the Arbitrage Instructions may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates.

(d) The District covenants and agrees that (to the extent within its power or direction) it will not use any portion of the proceeds of the Certificates, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Certificate to be a “private activity bond”.

(e) The District makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

(i) the District is a governmental unit under Nebraska law with general taxing powers;

(ii) none of the Certificates is a private activity bond as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Certificates are to be used for local governmental activities of the District;

(iv) the aggregate face amount of all tax-exempt obligations (other than private activity bonds) to be issued by the District during the current calendar year is not reasonably expected to exceed \$5,000,000. The District understands that, for this purpose, (A) the District and all entities which issue bonds on behalf of the District are treated as one issuer; and (B) all bonds issued by an entity subordinate to the District are treated as issued by the District; and

(v) the District (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax-exempt obligations (including the Certificates but excluding any private activity bonds) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the excludability of the interest on the Certificates from gross income for federal tax purposes will not be adversely affected thereby.

(f) The District hereby designates this Agreement and the Certificates as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In addition, the District hereby represents that:

(i) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds”) which will be issued by the District (and all subordinate entities thereof) during current calendar year is not reasonably expected to exceed \$10,000,000; and

(ii) the District (including all subordinate entities thereof) will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds”) during current calendar year, including the Certificates, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Certificates as “qualified tax-exempt obligations” will not be adversely affected.

The Superintendent is hereby authorized to take such other action as may be necessary to make effective the designation in this subsection (f).

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

BOKF, NATIONAL ASSOCIATION, as Lessor

By: _____
Title: _____

**WAYNE COUNTY SCHOOL DISTRICT 0017
(WAYNE COMMUNITY SCHOOLS) IN THE
STATE OF NEBRASKA**, as Lessee

By: _____
President

BOKF, NATIONAL ASSOCIATION, as Registrar
and Paying Agent

By: _____
Title: _____

EXHIBIT A
LEASED EQUIPMENT

The Leased Equipment consists of:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
	General Conditions, Fees, & Project Start-up	29,585	0	0	0	0	0%	29,585	0
	Demolition, Patching, & Rerouting for HVAC	22,685	0	0	0	0	0%	22,685	0
	Ceilings Removal, Salvage, and Reinstallation	27,135	0	0	0	0	0%	27,135	0
	Window Removal & Infill	7,105	0	0	0	0	0%	7,105	0
	Structural Steel	25,065	0	0	0	0	0%	25,065	0
	Roof Hatch & Ladders	9,940	0	0	0	0	0%	9,940	0
	EPDM Roofing & Repair	36,900	0	0	0	0	0%	36,900	0
	Painting & Joint Sealants	18,825	0	0	0	0	0%	18,825	0
	HVAC	557,160	0	0	0	0	0%	557,160	0
	Electrical	162,100	0	0	0	0	0%	162,100	0
	Owner Contingency	10,000	0	0	0	0	0%	10,000	0
	SUB-TOTAL	906,500	0	0	0	0	0%	906,500	0
	CHANGE ORDERS								
	SUB-TOTAL CHANGE ORDERS	0	0	0	0	0	0	0	0
	TOTALS	906,500	0	0	0	0	0%	906,500	0

EXHIBIT B
FORM OF CERTIFICATE

Registered
No. R-____

Registered
\$_____

WAYNE COUNTY SCHOOL DISTRICT 0017
(WAYNE COMMUNITY SCHOOLS)
IN THE STATE OF NEBRASKA

CERTIFICATES OF PARTICIPATION
SERIES 2014

Evidencing Proportionate Interests
in Payments to be Made Pursuant to a Lease-Purchase Agreement
with BOKF, National Association
Dated May 14, 2014

Interest Rate	Maturity Date	Dated Date	CUSIP
%	_____ 15, 20__	May 14, 2014	

Registered Owner: **CEDE & CO.**

Principal Amount: _____ **DOLLARS**

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE CERTIFICATE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, this Certificate has been executed by the manual signature of a duly authorized officer of the Lessor.

This Certificate is dated May 14, 2014.

BOKF, NATIONAL ASSOCIATION, Lessor,
Paying Agent and Registrar

By: _____
Authorized Signature

THIS IS TO CERTIFY that the Registered Owner of this Certificate of Participation (the “**Certificate**”) named above is the owner of a proportionate interest hereinafter stated in (a) the Lease Purchase Agreement, dated as of May 14, 2014 (the “**Lease**”), among **BOKF, NATIONAL ASSOCIATION**, lessor (the “**Lessor**”), **WAYNE COUNTY SCHOOL DISTRICT 0017 (WAYNE COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA**, lessee (the “**District**”), and **BOKF, NATIONAL ASSOCIATION**, registrar and paying agent (the “**Registrar**”), (b) certain equipment to be used by the District (the “**Leased Property**”) which is the subject of the Lease and (c) the basic cash rental payments (the “**Rent Payments**”) required to be made by the Lessee under the Lease.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease, on the Maturity Date set forth above, the Principal Amount stated above, representing a proportionate interest in the Rent Payments designated as principal coming due on the Maturity Date, and to receive from the date hereof the Registered Owner’s proportionate share of the Rent Payments payable under the Lease designated as interest coming due semiannually on May 15 and November 15 of each year, beginning November 15, 2014, to and including the Maturity Date or the date of prepayment, whichever is earlier; provided that interest with respect hereto shall be payable from the interest payment date next preceding the date upon which this Certificate is registered unless (a) this Certificate is registered as of an interest payment date, in which case interest shall be payable from such interest payment date or (b) no interest has been paid or duly provided for with respect to this Certificate, in which case interest shall be paid from its Dated Date. Such proportionate share is the result of the multiplication of the specified portion of the Rent Payments designated as principal coming due on the Maturity Date by the Interest Rate set forth above.

All amounts payable hereunder are to be paid in lawful money of the United States of America, which at the time of payment is legal tender. The principal and interest due at maturity or upon redemption prior to maturity with respect to all Certificates shall be payable at the designated corporate trust administration office of the Registrar as registrar and paying agent. Interest payable with respect to all Certificates due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on each interest payment date to the registered owners thereof as of the last day of the month preceding the month in which such interest is payable and at the address shown on the books of registration maintained by the Registrar.

The Certificates are redeemable in whole or in part at the option of the Lessor upon the direction of the Lessee at any time on or after May 15, 2015 at par plus accrued interest to the date fixed for redemption. If less than all of the Certificates of any maturity are redeemed at any time, they shall be redeemed by lot in integral multiples of \$5,000.

If any of the Certificates or portions thereof (which shall be \$5,000 or any integral multiple thereof) are called for redemption as aforesaid, notice thereof identifying such Certificates or portions thereof to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then-registered owner) to the registered owner of each Certificate to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Certificate with respect to which no such failure has occurred. All Certificates so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time. If less than all of the principal amount of any Certificate of this series is to be redeemed, in such case upon the surrender of such Certificate there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Certificates of like series, maturity and interest rate in any of the authorized denominations provided by the Lease.

This Certificate is one of a series of Certificates evidencing assignments of proportionate interests in the rights to receive Rent Payments pursuant to the Lease in an aggregate principal amount of \$520,000 issued for the purpose of providing funds to finance the acquisition of the Leased Property. Under the Lease, the Leased Property has been leased by the Lessor to the District and the District has agreed to pay directly to the Registrar the semiannual Rent Payments in consideration for its right to use the Leased Property, part of the proceeds of which are required by the Lease to be distributed by the Registrar to the payment of the Certificates and interest thereon.

This Certificate is transferable by the Registered Owner in person or by such Registered Owner's attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Lease and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the Lessor shall execute and the Registrar shall deliver in exchange for this Certificate, a new Certificate or Certificates, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this Certificate, of the same series and maturity and bearing interest at the same rate.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Lease, until signed on behalf of the Lessor and authenticated by the Registrar.

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

[The remainder of this page intentionally left blank.]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification Number of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

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

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

EXHIBIT C

FORM OF CERTIFICATION

DISBURSEMENT NO. _____

TO: BOKF, National Association, as Lessor and Registrar pursuant to the Lease-Purchase Agreement (the “**Lease**”) between the District and BOKF, National Association, dated as of May 14, 2014.

This certification is made pursuant to **Section 12** of the Lease. Capitalized terms used herein shall have the same meanings specified in the Lease.

The District hereby notifies the Registrar that funds have been disbursed from the Acquisition Fund as follows:

(a) Name and Address of person to whom payment is made:

(b) Amount paid: \$_____

The District hereby certifies as follows:

(1) the costs or obligations in the stated amounts in such statement are presently due and payable and that each item specified in such statement is a proper charge against the Acquisition Fund and has not been paid;

(2) none of the items for which payment is proposed to be made has formed the basis for any payment theretofore made from the Acquisition Fund;

(3) the item is covered by insurance under an existing policy of insurance or that the District has elected to self-insure such item; and

(4) the item for which the payment is proposed to be made is or was necessary or appropriate in connection with the acquisition and installation of the Leased Property.

[The remainder of this page intentionally left blank.]

DATED: _____

**WAYNE COUNTY SCHOOL DISTRICT 0017
(WAYNE COMMUNITY SCHOOLS) IN THE
STATE OF NEBRASKA**

By: _____
Treasurer

\$520,000
WAYNE COUNTY SCHOOL DISTRICT 0017
(WAYNE COMMUNITY SCHOOLS)
IN THE STATE OF NEBRASKA
CERTIFICATES OF PARTICIPATION
SERIES 2014

CERTIFICATE PURCHASE AGREEMENT

April 14, 2014

Board of Education
Wayne County School District 0017
Wayne, Nebraska

Ladies and Gentlemen:

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Certificate Purchase Agreement, the undersigned, Ameritas Investment Corp., Omaha, Nebraska (the “**Underwriter**”), hereby offers to purchase \$520,000 in aggregate principal amount of Certificates of Participation, Series 2014 (the “**Certificates**”) to be issued by BOKF, National Association (the “**Issuer**”), at the direction of the Wayne County School District 0017 (Wayne Community Schools) in the State of Nebraska (the “**District**”), under and pursuant to a Lease-Purchase Agreement, dated May 14, 2014 (the “**Lease Agreement**”), among the District and the Issuer, as both Lessor and Registrar and Paying Agent.

SECTION 1. DISTRICT’S REPRESENTATIONS, WARRANTIES AND AGREEMENTS

By its acceptance hereof the District hereby represents and warrants to, and agrees with, the Underwriter that:

(a) The District is a Class III school district and political subdivision, organized and existing under the laws of the State of Nebraska (the “**State**”), including particularly Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended, maintaining both elementary and high school grades under the direction of a single board of education.

(b) The District is authorized pursuant to Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), to lease from the Issuer pursuant to the Lease Agreement certain equipment described in the Lease Agreement (the “**Equipment**”) which the Issuer has agreed to acquire and install in the District’s facilities.

(c) The District has complied with all provisions of the Act, the Constitution and other laws of the State and has full power and authority to consummate all transactions contemplated by this Agreement, the Certificates and the resolution of the District’s Board

of Education (the “**Board**”) approving the Lease Agreement, the issuance of the Certificates and other matters relating to the financing (the “**Resolution**”), the Registrar and Paying Agent Agreement, dated May 14, 2014 (the “**Registrar Agreement**”), between the District and BOKF, National Association, as paying agent and registrar with respect to the Certificates (the “**Registrar**”), and all authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over the subject matter have been duly obtained timely as required (except for any approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Certificates). This Agreement, the Lease Agreement, the Registrar Agreement and any other documents executed by the District in connection with the issuance of the Certificates are referred to herein as the “**District Documents**”.

(d) The District has duly authorized all necessary action to be taken for: (i) the adoption of the Resolution; (ii) the issuance and sale of the Certificates upon the terms set forth herein and in the Resolution, the Lease Agreement and the Offering Circular; (iii) the approval of the Preliminary Offering Circular (as described herein) and the approval of the Offering Circular; (iv) the execution, delivery, receipt and due performance of the District Documents and any and all such other agreements and documents as may be required to be executed, delivered and received in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Offering Circular; and (v) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Resolution and the Offering Circular.

(e) The Resolution, as adopted and delivered, constitutes the valid and binding obligations of the District, enforceable in accordance with their respective terms. The Resolution will be in the form previously adopted by the Board, with only such changes therein or modifications thereof as to which the Underwriter, the District and Special Tax Counsel shall mutually agree. If any changes in or modifications to the Resolution are not acceptable to the Underwriter, the Underwriter shall have the right to cancel its obligations to purchase the Certificates hereunder.

(f) This Agreement constitutes the valid and binding obligation of the District, enforceable in accordance with its terms, and the Lease Agreement and the Registrar Agreement, as and when executed and delivered, will constitute the valid and binding obligations of the District, enforceable in accordance with their respective terms.

(g) The information contained in the Preliminary Offering Circular (except for such information as is permitted to be omitted therefrom pursuant to the Rule) and the final Offering Circular, in substantially the form of the Preliminary Offering Circular and dated the date of this Agreement, and in any amendment or supplement that may be authorized for use by the District with respect to the Certificates (collectively referred to as the “**Offering Circular**”) did not, does not and, as of the Closing Date, will not contain any untrue statement of a material fact and did not, does not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

(h) The District agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, as many copies of the final Offering Circular as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(3) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”), as well as Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board (the “**MSRB**”). The District agrees to deliver such copies of the Offering Circular (which shall be a final Offering Circular, as such term is defined in the Rule, as of its date) within seven business days after the execution of this Agreement. The District consents to the use of the Offering Circular by the Underwriter in connection with the sale of the Certificates.

(i) The District will not amend or supplement the Offering Circular without prior notice to and the consent of the Underwriter and will advise the Underwriter promptly if the District learns of the institution of any proceedings before or by any court, public board or body or otherwise affecting the use of the Offering Circular in connection with the offer and sale of the Certificates.

(j) If at any time when a copy of the Offering Circular should be delivered in connection with offers and sales of the Certificates, any event occurs as a result of which the Offering Circular, as then amended or supplemented, would include any untrue statement of a material fact, or omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, the District will cooperate with the Underwriter in the prompt preparation of the amendment or supplement which will correct such statement or omission.

(k) To the best of the District’s knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or threatened in writing against or affecting the District which (i) seeks to restrain or enjoin the issuance, sale or delivery of the Certificates, (ii) contests, disputes or affects in any way (A) the legal organization of the District or its boundaries, (B) the right or title of any of its officers to their respective offices, (C) the legality of any of its official acts shown to have been done in connection with the issuance of the Certificates, (D) the power and authority of the District to make the lease payments required under the Lease, which will provide money sufficient in rate and amount to assure the payment in full, and when due, of the principal of, premium, if any, and interest on the Certificates, subject to statutory limitations, (E) the legality, validity or enforceability of the District Documents or (F) the federal or State tax exempt status of the interest paid on the Certificates, or (iii) that could have a material adverse effect on the financial condition or operations of the District or its ability to make payments on the Certificates or to perform its agreements and obligations under the Lease.

(l) To the best of the District’s knowledge, the approval, adoption, execution and/or delivery of the Offering Circular, the Certificates, the District Documents, the Resolution and the other agreements contemplated hereby and by the Offering Circular, and compliance with the provisions thereof, will not conflict with or constitute on the part of the District a breach of or a default under any existing law, court or administrative regulation, decree or order or any resolution, agreement, indenture or other instrument to which the District is subject or by which it is or may be bound nor will such execution and

delivery or performance and compliance with the terms thereof result in the creation or imposition of any lien, charge or other encumbrance of any nature whatsoever upon any of its property or assets except as provided in the Certificates and the Resolution.

(m) The proceeds from the sale of the Certificates will be applied as specified in the Resolution, the Lease Agreement and in the Offering Circular.

(n) The District is not presently in default and has never been in default with respect to the payment of any principal of or interest on any evidence of indebtedness for borrowed money.

(o) As of the date hereof, the District has no knowledge of any materially adverse change in the financial condition of the District from that set forth and described in the Offering Circular.

(p) The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(q) Any certificate signed by the President or any of the duly authorized officials and representatives of the District and delivered to the Underwriter shall be deemed a representation made by the District to the Underwriter as to the statements made therein.

(r) If applicable, the District will cooperate with the Underwriter in qualifying the Certificates for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the District is not required to consent to suit or to service of process in any jurisdictions or otherwise to waive any defenses that the District might have under the laws of the State or of the United States of America. If applicable, the District consents to the use by the Underwriter in the course of the Underwriter's compliance with the securities or Blue Sky laws of the various jurisdictions of the documents relating to the Certificates, subject to the right of the District to withdraw such consent for cause by written notice to the Underwriter. Prior to the earlier of (i) receipt of written notice from the Underwriter that Offering Circulars are no longer required under the Rule or (ii) 90 days after the "end of the underwriting period" (as such term is defined in the Rule) or (iii) if a copy of the Offering Circular is available to any person from a nationally recognized municipal securities information repository, 25 days after the "end of the underwriting period," the District shall provide the Underwriter with such information regarding the current financial condition and ongoing operations of the District as the District shall deem material and such other information concerning the District as the Underwriter may reasonably request. The Underwriter shall give notice to the District on the date after which no "participating underwriter," as such term is defined in the Rule, remains obligated to deliver copies of the Offering Circular pursuant to paragraph (b)(4) of the Rule.

(s) The District acknowledges and agrees that (i) the purchase and sale of the Certificates pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is

acting solely as a principal and not as an agent or a fiduciary of the District, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the District with respect to the offering of the Certificates or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Agreement and (iv) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Certificates.

(t) The principal amount of the Certificates is less than \$1,000,000. The District represents that it has not issued within six months before the date of issuance of the Certificates and will not issue within six months after the date of issuance of the Certificates, other obligations of the District of substantially the same security and providing financing for the same general purpose or purposes as the Certificates. Because the aggregate principal thereunder is less than \$1,000,000, it is understood and agreed that the terms of the Rule are inapplicable to the Certificates. Based on the above, no contractual arrangements have been made for the District to provide continuing disclosure information to any repository or other information service.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE CERTIFICATES

On the basis of the representations, warranties and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, at the Closing Time (hereinafter defined) the Underwriter agrees to purchase from the Issuer, at the direction of the District, the Certificates at a purchase price of \$_____, representing the principal amount of the Certificates less an underwriting discount \$_____, plus accrued interest from the date of the Certificates to the date of payment and delivery (if any). The Underwriter initially agrees to offer the Certificates to the public at a price of 100% of the principal amount thereof, but may subsequently change such offering price. The Underwriter agrees to notify the District of such changes, if such changes occur prior to the Closing Time, but failure so to notify shall not invalidate such changes. The Underwriter may offer and sell the Certificates to certain dealers (including dealers depositing the Certificates into investment trusts) at prices lower than the public offering prices.

The Certificates shall be issued under and secured as provided in the Lease Agreement, and the Certificates shall have the maturities and interest rates and be subject to redemption as set forth in the Offering Circular.

Payment for the Certificates shall be made by federal wire transfer or certified or official bank check or draft in immediately available federal funds payable to the order of the Issuer for the account of the Issuer, at the offices of Kutak Rock LLP, Omaha, Nebraska, at 9:00 A.M., local time, on or about May 14, 2014, or such other date as shall be mutually agreed upon by the District, the Issuer and the Underwriter. The date of such delivery and payment is herein called the “**Closing Date**”, and the hour and date of such delivery and payment is herein called the “**Closing Time**”. The delivery of the Certificates shall be made in definitive form, bearing CUSIP numbers (provided neither the printing of a wrong number on any Certificate nor the failure to print a number thereon shall constitute cause to refuse delivery of any Certificate) as fully registered certificates (in such denominations as the Underwriter shall specify in writing at least 48 hours

prior to the Closing Time); provided, however, that the Certificates may be delivered in temporary form. If delivered in definitive form, the Certificates shall be available for examination and packaging by the Underwriter at least 24 hours prior to the Closing Time.

SECTION 3. CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS

The Underwriter's obligations hereunder shall be subject to the due performance by the District of its respective obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the District's representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

- (a) At the Closing Time:
 - (i) The Certificates and the Offering Circular shall have been duly authorized, executed and delivered in the form heretofore approved by the Underwriter with only such changes therein as shall be mutually agreed upon by the District, the Underwriter and the Issuer.
 - (ii) The proceeds of the sale of the Certificates shall have been deposited and applied as described in the Lease Agreement;
 - (iii) The District shall have duly adopted and there shall be in full force and effect the Resolution and such other resolutions as, in the opinion of Special Tax Counsel, shall be necessary in connection with the transactions contemplated hereby; and
 - (iv) The Project description and scope shall be as described in the Offering Circular.
- (b) At the Closing Time, the Underwriter shall receive:
 - (i) The approving opinion of Kutak Rock LLP, Special Tax Counsel, dated the Closing Date and addressed to, or accompanied by a "reliance letter" addressed to, the Underwriter;
 - (ii) Executed counterparts of each of the District Documents;
 - (iii) a certified copy of the Resolution approving the issuance of the Certificates and the execution and delivery of the District Documents by the District;
 - (iv) A closing certificate, in form and substance satisfactory to the Underwriter, of a duly authorized officer of the Issuer, satisfactory to the Underwriter, dated as of the Closing Date;
 - (v) A written acceptance of BOKF, National Association of the appointment to serve as Registrar for the Certificates pursuant to the Registrar Agreement;

(vi) A certificate of the District of an authorized officer of the District, setting forth the reasonable expectations of the District deemed necessary and appropriate by Special Tax Counsel to support the conclusion that the Certificates will not be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code; and

(vii) Such additional certificates and other documents as the Underwriter may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Lease Agreement and the Offering Circular, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

SECTION 4. CONDITIONS TO OBLIGATIONS

The obligations of each party hereunder are subject to the performance of the obligations of each other party hereunder.

SECTION 5. THE UNDERWRITER’S RIGHT TO CANCEL

The Underwriter shall have the right to cancel its obligations hereunder to purchase the Certificates (and such cancellation shall not constitute a default for purposes of **Section 7** hereof) by notifying the District and the Issuer in writing or by telegram of their election to make such cancellation prior to the Closing Time, if at any time between the date of this Certificate Purchase Agreement and the Closing Time:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States shall begin active consideration of legislation, or a tentative decision with respect to legislation shall be reached by such a committee, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, which would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on the Certificates or on obligations of the general character of the Certificates, which, in the Underwriter’s opinion, materially adversely affects the market price of the Certificates;

(b) A decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed, or any other event shall have occurred, which have the purpose or effect of imposing federal income taxation, upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on the Certificates or on obligations of the general character of the Certificates which, in the Underwriter’s opinion, materially adversely affects the market price of the Certificates;

(c) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State

shall be rendered which, in the Underwriter's opinion, materially adversely affects the market price of the Certificates, or litigation challenging the Act under which the Certificates are to be issued shall be filed in any court in the State;

(d) A stop order, ruling, regulation or Offering Circular by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Certificates, or the issuance, offering or sale of the Certificates, including all underlying obligations, as contemplated hereby or by the Offering Circular, is in violation or would be in violation of any provision of the federal securities laws, the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;

(e) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Certificates, or the Certificates, including all the underlying obligations, are not exempt from registration under or from other requirements 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 that the Lease Agreement is not exempt from qualification under, or other requirements of, the Trust Indenture Act of 1939, as amended and as then in effect;

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

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

(h) Any general banking moratorium shall have been established by federal, New York or Nebraska authorities;

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

(j) Any event shall have occurred, or information become known, which, in the Underwriter's opinion, makes untrue in any material respect any statement or information contained in the Offering Circular as originally circulated, or has the effect that the Offering Circular as originally circulated contains an untrue statement of a material fact or

omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

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

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations, warranties, and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of the Certificates to the Underwriter, regardless of any investigations made by the Underwriter.

SECTION 7. PAYMENT OF EXPENSES

Whether or not the Certificates are sold by the Issuer to the Underwriter (unless such sale be prevented at the Closing Time by the Underwriter's default), the Underwriter shall be under no obligation to pay any expenses incident to the performance of the District's obligations hereunder. If the Certificates are sold by the Issuer to the Underwriter, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Certificates (including, without limitation, the fees and disbursements of Special Tax Counsel, the fees and disbursements of the Underwriter in connection with the offering and sale of the Certificates and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Certificates, the Preliminary Offering Circular, the Offering Circular, this Certificate Purchase Agreement and all other agreements and documents contemplated hereby, accounting fees, publication, printing, postage and any other costs incurred by the District) shall be paid by the District out of the proceeds of the Certificates or other available funds of the District. If the Certificates are not sold by the Issuer to the Underwriter (unless such sale be prevented at the Closing Time by the Underwriter's default), all such expenses and costs shall be paid by the District. The Underwriter agrees to pay all costs incident to CUSIP and DTC charges.

SECTION 8. USE OF OFFERING CIRCULAR

The District hereby ratifies and confirms the Underwriter's use of the Preliminary Offering Circular in connection with the sale of the Certificates; and the District authorizes the use of, and the District will make available, the Offering Circular for the use by the Underwriter in connection with the sale of the Certificates.

No tombstone or other advertisement of the sale of the Certificates by the Underwriter shall be published unless such tombstone or other advertisement is submitted first to the District, and the District approves such tombstone or other advertisement, orally or in writing.

SECTION 9. NOTICES

Any notice or other communication to be given to the District or the Underwriter under this Certificate Purchase Agreement may be given by mailing or delivering the same in writing to such parties at the following addresses:

(a) To the **District**:

Wayne County School District 0017
Wayne High School:
611 W Seventh St.
Wayne, NE 68787
Attention: Superintendent

(b) To the **Underwriter**:

Ameritas Investment Corp.
440 Regency Parkway Drive
Omaha, NE 68114-3742
Attention: Public Finance

(c) To the **Issuer**:

BOKF, National Association.
1248 'O' Street, Suite 732
Lincoln, Nebraska 68508
Attention: Chad Shirk

SECTION 10. APPLICABLE LAW: NONASSIGNABILITY

This Certificate Purchase Agreement shall be governed by the laws of the State. This Certificate Purchase Agreement shall not be assigned by the District or the Underwriter.

SECTION 11. EXECUTION OF COUNTERPARTS

This Certificate Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 12. RIGHTS HEREUNDER

This Certificate Purchase Agreement is made for the benefit of the District and the Underwriter and no other person including any purchaser of the Certificates shall acquire or have any rights hereunder or by virtue hereof.

SECTION 13. EFFECTIVE DATE

This Certificate Purchase Agreement shall become effective upon acceptance hereof by the District.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Certificate Purchase Agreement, all as of the day and year first above mentioned.

Very truly yours,

AMERITAS INVESTMENT CORP.,
Underwriter

By: _____
Its _____

ACCEPTED AND AGREED TO AS OF
THE DATE FIRST ABOVE WRITTEN:

**WAYNE COUNTY SCHOOL DISTRICT 0017
(WAYNE COMMUNITY SCHOOLS)
IN THE STATE OF NEBRASKA**

By: _____
Its _____

BOKF, NATIONAL ASSOCIATION

By: _____
 Its _____



WAYNE COMMUNITY SCHOOLS

"Learning for Life"

611 West 7th St
Wayne, NE 68787

402-375-3150

Fax: 402-375-5251

www.wayneschools.org

Mark Lenihan
Superintendent
malenih1@wayneschools.org

April 10, 2014

Dear Honoree:

On behalf of the Wayne Community Schools Board of Education, you are invited to attend our monthly Board of Education Honor Coffee on Monday, April 14, 2014, at 6:30 p.m. in the Commons at Wayne Junior/ Senior High School. Family members and friends are encouraged to attend and share in your recognition. We will be honoring the following individuals:

State Boys Basketball Team- Jared Anderson, Jalen Barry, Jackson Belt, Brook Bowers, Drew Davie, Payten Gamble, Ben Hoskins, Brady Henderson, Zachary Keating, Austin Keiser, Colby Keiser, Kaje Maly, Trevor Pecena, Luke Pulfer, Luke Rethwisch, Shea Sweetland

Science Fair Participants- Callie Brown, Edgar Ficke-Anderson, Emma Walling, Ethan Jareske, Gabi Meyer, Grace Heithold, Hannah Leeper, Jaci Torres, Jack Evetovich, Jack Osnes, Jenna Trenhaile, Josie Thompson, Kaleb Anderson, Kate Schultz, Katelyn Grone, Kendra Holt, Kennedy Maly, Ky Kenny, Kylie Hammer, Madison Jenkins, Marcella Jurotich, Masyn Dorey, Maura Loberg, Megan Keiser, Miranda Fehringer, Owen Frideres, Sarah Greenwald, Sarah Wibben, Terran Sievers, Trey Jareske, Jameson Collier, Colton Spahr, Jessica Schenck, Katie Brown

State Speech Team-Olivia Ficke-Anderson, Takiyah Hamik, Marissa Wiese, Cassidy Wiese, Aspen Pflanz, Dulce Torres, Parker Wren, Casey Dalager, and Joe Burrows

Class C-1 Sportsmanship Award Cheerleaders- Siera Brugger, Rachel Duncan, Tahlia Reynolds, Morgan Barner, Megan Duncan, Taylor Granquist, Delaney Jensen, Leydi Trujillo

Young Author's Festival- Madi Meyer, Faith Junck, Kiara Krusemark, Natalia Meyer, Genevieve McCalla, Leah Perry

Celebrating Arts Award- Abigail Wiesler, Carter Hasemann

Mid-State All Conference Academic Team- Jalen Barry, Victoria Kranz, Samantha Bierbower Lauren Gilliland, Ashton Schweers, Bryce Sebade, Jaci Jenkins, Paige Wacker, Bailey Bentjen Cassidy Wiese, Aspen Pflanz, Jared Anderson, Angie Nelson, Jacob Lott, Anna Kruger, Garrett Zink, Marissa Wiese, Jared Peterson, Casey Dalager, Nuh-Tayla Olmer, Lauren Mecseji, Joseph Burrows, Michael Cliff, Emma Osnes, Parker Wren

Prior to the honor coffee, the Board of Education will meet in regular session at 5:00 p.m. You are invited to attend the meeting. Hope to see you on the 14th!

Sincerely,

Mr. Mark Lenihan
Superintendent
Wayne Community Schools