

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Work Session - February 23, 2009 - 4:00 PM
District Administration Building, 210 County Rd. 101 N., Plymouth, MN 55447

AGENDA

- | | | |
|----|---|----|
| 1. | CALL TO ORDER - Board Chair Moroz | 3 |
| 2. | ADMINISTRATIVE | |
| | A. Open Enrollment Update - J. Westrum, J. Sigford | |
| | B. Projected Enrollment Numbers 2009-2010 – J. Westrum, J. Sigford | |
| 3. | CURRICULUM AND INSTRUCTION | |
| | A. Central Middle School Site Plan - S. Root | 4 |
| 4. | FINANCIAL | |
| | A. 2008-2009 Budget Update – J. Westrum | |
| | B. 2009-2011 Preliminary Budget Forecast – J. Westrum | 28 |
| | C. OPEB Trust – J. Westrum | 33 |
| | D. Preliminary Budgeting Concepts and Strategies for 2009-2011 – C. Anderson, J. Westrum | |
| | E. Proposed Lease Agreement - T-Mobile | 48 |
| 5. | HUMAN RESOURCES | |
| 6. | BOARD REPORTS | |
| 7. | SCHOOL BOARD | |
| | A. Common Ground for 2009 Education Initiatives for the Minnesota Chamber of Commerce & the Association of Metropolitan School Districts – J. Moroz | 64 |
| | B. Tentative Board Agenda for March 9, 2009 - J. Moroz | 65 |
| 8. | ADJOURN | 66 |

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

VISION

A model of excellence among learning communities

MISSION

The mission of the Wayzata School District is to prepare all students for the future by providing a challenging education which builds academic competence, develops responsible citizenship, encourages creativity, promotes lifelong learning, advances critical thinking skills, instills a commitment to personal wellness, and fosters respect for self and others.

District Directions for 2008-2010

To ensure high achievement on the part of each student and to realize our vision, the district's directions for 2008-2010 are:

- *Provide a more personalized education for each student.*
- *Eliminate the predictability of student achievement based on race.*
- *Provide opportunities for students to engage in global connections.*
- *Prepare students in skills that they will need to function effectively in the future including creative thinking, diplomacy, problem solving and teamwork.*
- *Enhance the sense of ownership and engagement in the district by all segments of the community.*

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Work Session – February 23, 2009

AGENDA ITEM: 1. CALL TO ORDER/ROLL CALL

COMMENTS BY: Board Chair Moroz

	<u>PRESENT</u>	<u>ABSENT</u>
Ms. Linda A. Cohen	_____	_____
Ms. Susan J. Droegemueller	_____	_____
Ms. Patricia L. Gleason	_____	_____
Mr. Jay A. Hesby	_____	_____
Mr. John A. Moroz	_____	_____
Ms. Carter G. Peterson	_____	_____
Mr. Greg D. Rye	_____	_____
Dr. Chace B. Anderson, Ex Officio	_____	_____

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Wayzata Central Middle School Site Plan 2008-09

Work Session: February 23, 2009

School Board Regular Meeting:

March 9, 2009

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Learning Communities**

Wayzata Public Schools

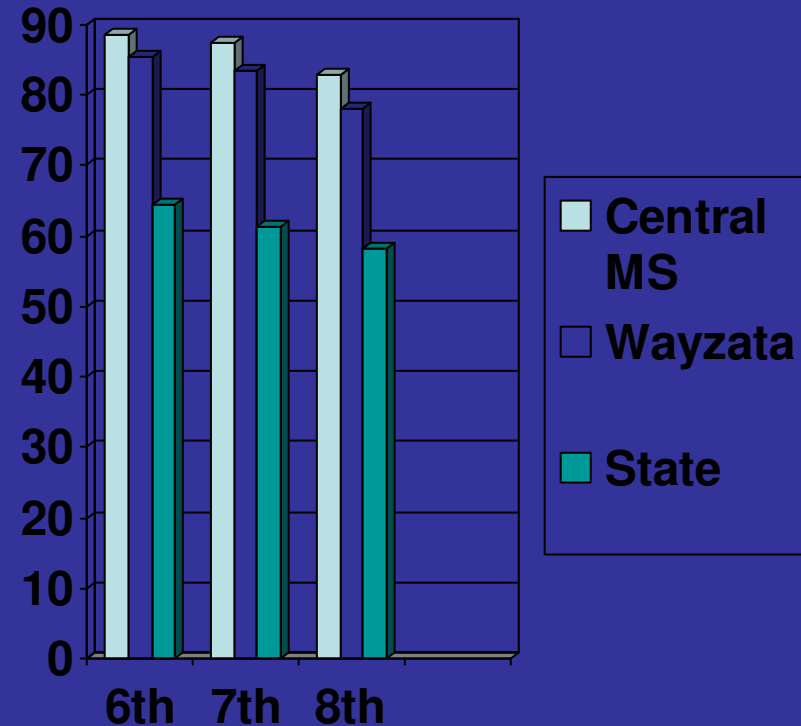
MCAII – Math scores (2008)

Proficiency

6th grade: 88.8%

7th grade: 87.4%

8th grade: 82.9%



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Wayzata Public Schools

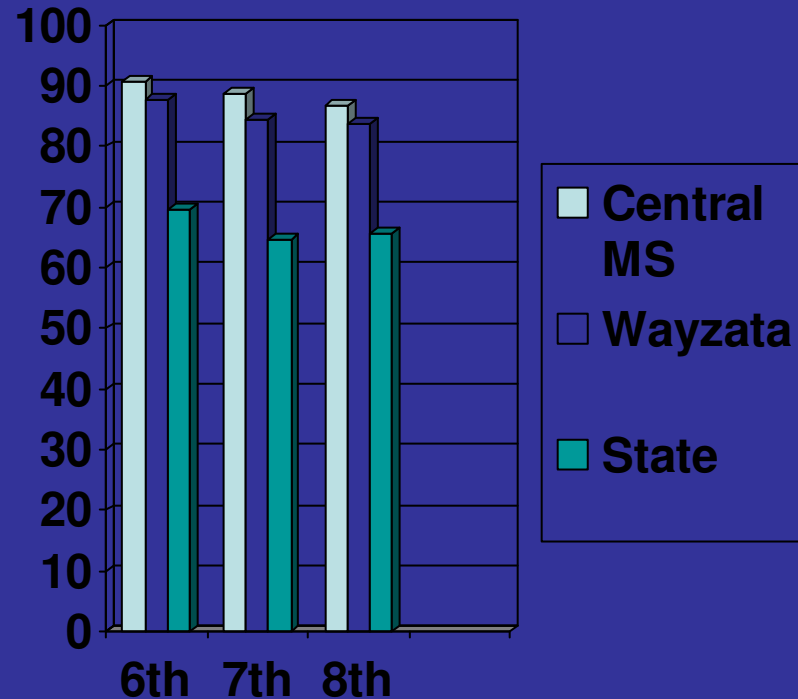
MCAII – Reading scores (2008)

Proficiency

6th grade: 90.8%

7th grade: 88.8%

8th grade: 86.9%



A Model of Excellence Among
Learning Communities

Wayzata Public Schools

Schooldigger.com

Minnesota Middle School Rankings

1. **Wayzata Central Middle School**
2. **South View MS – Edina**
3. **Valley View MS – Edina**
4. **Wayzata West Middle School**
5. **Twin City Academy – St. Paul**
6. **Chippewa Middle School – Mounds View**
7. **Minnetonka MS West**
8. **Minnetonka MS East**
9. **Grandview MS – Mound/Westonka**
10. **FAIR School - WMEP**

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Wayzata Public Schools

School goal: 2008-09

At Wayzata Central Middle School, 55.4% of all students who participate in Spring 2009 MAP testing will meet or exceed their individual NWEA Reading RIT target score.

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Site Initiatives

- ★ Site plan for sustaining NUA
- ★ Common Assessments and Backward Design

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Wayzata Public Schools



Independent School District 284
Wayzata, Minnesota

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DISTRICT DIRECTIONS for 2008-2010

- *Provide a more personalized education for each student.*
- *Eliminate the predictability of student achievement based on race.*
- *Provide opportunities for students to engage in global connections.*
- *Prepare students in skills that they will need to function effectively in the future including creative thinking, diplomacy, problem solving and teamwork.*
- *Enhance the sense of ownership and engagement in the district by all segments of the community.*



Shared Decision Agreement Between School and the Wayzata School Board for

School Name: *Wayzata Central Middle School*

This plan was reviewed on: _____

Signature of District Design Team _____

This plan was approved on: _____

Signature of School Board Chair _____



Shared Decisions Agreement Review Team Check List Form

Procedure:

Prior to presentation to the Board, Site Improvement Plans will be reviewed for compliance with statutes, contracts, policies, and administrative regulations. Site Teams are advised that plans should be submitted at least thirty (30) days prior to date of desired Board action.

- Site Improvement Plans are sent to the Office of the Superintendent of Schools.
- Copies of the Site Improvement Plan will be sent to the following members of the review team as designated by the District Shared Decisions Design Team.
- This response sheet will be returned by reviewer to the Superintendent’s Office within ten (10) days.
- Any areas of concern will be noted on response sheet along with suggestions for waivers where applicable.
- All response sheets will be forwarded to the chair of the site team.
- Review team members will decide if the Site Improvement Plan should be reviewed by any other departments such as Transportation, Food Service, Building and Grounds, etc. and forward a copy with a cover sheet for check-off response to the appropriate individual.

Review Team Response

Office of the Superintendent

Check here if an additional page is attached detailing questions or concerns.

Signature and Date

Executive Director of Curriculum and Instruction

Check here if an additional page is attached detailing questions or concerns.

Signature and Date

Executive Director of Finance

Check here if an additional page is attached detailing questions or concerns.

Signature and Date

Executive Director of Human Resources

Check here if an additional page is attached detailing questions or concerns.

Signature and Date

Wayzata Education Association Representative

Check here if an additional page is attached detailing questions or concerns.

Signature and Date



Site Team Members:

<u>Name</u>	<u>Position</u>	<u>Year</u>
Heather Page	Parent	
Becky Pierson	Parent	
Sue Pearce	Parent/PTA President	
Amy Alexander	Parent	
Jordan Herzog	6th grade teacher	
Dixie Boschee	Language Arts teacher	
Rob Rimington	Dean/Counselor	
Steve Root	Principal	



School Name: Central Middle School

School Year: 2008-09



State Alternative Compensation Goal

Indicate the District student academic achievement goal for the Q Comp plan:

Improve student achievement in the areas of reading and math as measured by performance on Measures of Academic Progress (MAP).

Indicate the Q Comp school-wide student academic achievement SMART goal:

At Wayzata Central Middle School, 55.4% of all students who participate in Spring MAP testing will meet or exceed their individual NWEA Reading RIT target score.

Provide the rationale and supporting data used to determine the above Q Comp school-wide goal.

a) Rationale for this goal:

The goal was determined by an average percentage of students who met or exceeded their Reading RIT target score as 6th and 7th graders in the 07-08 school year. This figure was 53.4%. An increase of 2% from the previous year's figure was requested by the state. Due to having only one year of MAP testing, there is not significant trend data to further base our goal.

b) Supporting data:

Identify standardized assessment: MAP (Middle Schools started using MAP assessment in the spring of 2007)									
<input checked="" type="checkbox"/> Reading <input type="checkbox"/> Mathematics <input type="checkbox"/> Other (academic content)	Identify assessed grades: 6-8						District Performance on MCA II (percent proficient)		
	School trend data			District trend data			06 Actual	07 Actual	08 Projected
	05-06	06-07	07-08	05-06	06-07	07-08			
Measure of student achievement (Percent Meeting Growth Target.):			Spring-Spring Growth 6 th - 53% 7 th - 54.3% 8 th - 60.9			Spring-Spring Growth 6 th - 58.6% 7 th - 55.5% 8 th - 58.6	Spring 2006 3 rd - 89.5% 4 th - 90.5% 5 th - 58.6% 7 th - 90.6% 8 th - 89.3% 7 th - 89.1% 8 th - 87.1%	Spring 2007 3 rd - 89% 4 th - 85% 5 th - 83% 6 th - 85% 7 th - 79% 8 th - 81%	Spring 2008 3 rd - 93.5% 4 th - 90.2% 5 th - 89.9% 6 th - 88.3% 7 th - 85.1% 8 th - 82.4%

Number of students tested:			812			2156	4268	4607	4518
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Additional supporting data (optional):

A new Language Arts curriculum will be implemented this school year.

Indicate the action plan for the Q Comp schoolwide goal: *This should answer who will do what, when and how the plan will be accomplished for the students and by the teachers. Instructional strategies are to be included also.*

- Continued involvement in NUA and NUA initiatives
 - Continued work with NUA consultants by Cohort 5 and past NUA participants (Cohorts 1-4)
 - Four site staff members trained as NUA instructional strategy trainers
 - Implementation of a site plan for continued teaching and modeling of NUA instructional strategies.
- On-going training and utilization of Just 5 Clicks to understand and analyze student data to address student needs.
 - Data coaches support staff in accessing and assessing student data and how to use the data to inform instruction.
- Expand and enhance non-fiction text reading strategies
- Develop individual teacher and/or team goals to address student-learning needs in the area of literacy.
 - Staff will have opportunities at staff and team meetings to review and reflect on efforts to improve student reading literacy and the site goal.
- Staff book groups will meet monthly to discuss, reflect and implement literacy best practices and strategies.
- Continued implementation of vocabulary strategies



DATA ANALYSIS OF PREVIOUS ALT COMP GOAL

School Goal 2007-08:

- At Wayzata CMS, 52.7% of all students who participate in Spring MAP testing will meet or exceed their individual NWEA Reading RIT target score.

Summary/Interpretation of Data Analysis:

The goal for the school was based on anticipated percentages of students in grades 6-8 who would meet or exceed their target Reading RIT score as provided by the NWEA. Given that this was our first year of using the MAP test as our tool for our school goal we did not have any longitudinal data.

Students took the MAP test in May of 2008 and results of the test were as follows:

- 53% of 6th grade students met or exceeded their individual NWEA Reading RIT target score.
- 54.3% of 7th grade students met or exceeded their individual NWEA Reading RIT target score.
- 60.9% of 8th grade students met of exceeded their individual NWEA Reading RIT target score.

At all three grade levels, the percentage of students meeting or exceeding their target scores exceeded the school goal of 52.7%.

Goal Achieved: Yes No



Please list other building initiatives.

Initiative:

Implementation of a site-based NUA training model.

Central Middle School has been involved with NUA training since the beginning of the District's involvement in 2003-04. It was believed that a critical mass of staff had been trained and that the continuation of training for new and experienced staff could be handled internally.

A program was developed to address the needs of Cohort 5 – a group of teachers who had spent one year of training with an NUA trainer (normally a Cohort stays together and receives training for a two year period).

A program was developed for a Cohort 6 – a group of teachers in the building who share an interest in learning NUA philosophy and strategies but who had no prior experience.

A program for meeting the needs of those teachers who had spent two years as a member of a previous cohort during years 1-4 of the program and who had an continuing interest in this area.

By developing a program that was completely in-house, it was hoped that we could also provide a pilot program as the District looks at developing and sustaining its own model based on what we have learned from NUA.

Strategies/Activities: (copy format if need more)

- **Development of trainers: Four staff members were selected to receive training at an NUA training session in Albany, NY during July 2008. In addition, two of these teachers will receive on-going training as a teacher leader throughout the school year 2008-09 as provided by NUA.**

Status:

Date Completed: Ongoing: through May 2009

- **Cohort 5 Plan: Cohort 5 participants will attend WMEP/NUA large group sessions in October and February. Cohort 5 will have four half-day in-service sessions that are facilitated by staff coaches.**

Status:

Date Completed: Ongoing: through April 2009

- **Cohort 6 Plan: Cohort 6 participants will have four half-day in-service sessions that are facilitated by staff coaches.**

Status:

Date Completed: Ongoing: through April 2009

- **Cohort 1234 Plan: Members of Cohorts 1-4 will have two half-day in-service sessions during the year that are facilitated by staff coaches.**

Status:

Date Completed: Ongoing: through March 2009

Person/Group Responsible:

Building principals, building staff development, Lois Robbins

Timeframe:

School year 2008-09

Initiative:

Support for staff interested in developing units based on Backward Design model and on use of common assessments to measure progress.

Strategies/Activities: (copy format if need more)

- Designation of staff member as resource for teachers who are getting started in the process to lend support as needed. (Samara Eugene, CMS Spanish teacher, received training in summer of 2008, has taught AWE class and presented at District staff development session as well as staff meeting on topic. She will assist other teachers as they get introduced to the idea and work on own lessons and assessments.)

Status:

Date Completed: Ongoing: through June 2009

Person/Group Responsible:

Building staff development

Timeframe:

February – June 2009



**Wayzata Central Middle School
Student Demographics**

Student Population by Grade

(Please insert 3 years of data provided by the Office of Assessment)

	2007-2008			2006-2007			2005-2006		
Grade	# of Males	# of Females	Avg. Class Size	# of Males	# of Females	Avg. Class Size	# of Males	# of Females	Avg. Class Size
6	136	129	26.5	157	153	25.8	139	134	30.3
7	162	168	27.5	135	146	28.1	157	150	30.7
8	137	149	25.6	162	153	25.2	150	151	26.8
Total	435	446		454	452		446	435	



**Wayzata Central Middle School
Student Demographics**

Ethnic Distribution

(Please insert 3 years of data provided by the Office of Assessment)

	2007-2008	2006-2007	2005-2006
White American	699	730	706
African American	77	61	64
Asian American	101	97	93
Hispanic/Latino American	12	17	14
Indian American	2	1	4

Percent of Students on Free/Reduced

(Please insert 3 years of data provided by the Office of Assessment)

	2007-2008	2006-2007	2005-2006
Free	8.6%	7.4%	8.5%
Reduced Price	1.6%	2.4%	2.6%

Student Mobility

(Please insert 3 years of data provided by the Office of Assessment)

The percent of students entering and leaving during the year, computed by dividing the number of transfers by the October 1 enrollment.

2006-2007	2005-2006	2004-2005
5.74%	4.09%	5.45%



Student Demographics

Average Daily Attendance

(Please insert three years of data provided by the Office of Assessment.)

2006 - 2007				2005 - 2006				2004 - 2005			
6th	7th	8th		6th	7th	8th		6th	7th	8th	
96.4%	96.6%	96%		96.5%	96.3%	95.5%		96.2%	95.6%	94.8%	

Percent of Parents Attending Conferences

(Please insert data provided by the individual building.)

2008 - 2009		2007 - 2008		2006 - 2007	
Fall	Spring	Fall	Spring	Fall	Spring
95.7%		94.6%	94.9%	94.2%	93.4%



**Wayzata Central Middle School
Student Achievement**

Minnesota Comprehensive Assessment (MCA-II)

2007-2008 MCA-II

	Grade 6 Math		Grade 6 Reading	
	% Proficient	Average Score	% Proficient	Average Score
Central Middle	88.8	663.3	90.8	664.5
Wayzata	85.5	662.3	87.8	663.2
State	64.6	653.7	69.6	655.0

	Grade 7 Math		Grade 7 Reading	
	% Proficient	Average Score	% Proficient	Average Score
Central Middle	87.4	763.7	88.8	764.5
Wayzata	83.5	761.5	84.4	762.3
State	61.4	752.8	64.7	753.6

	Grade 8 Math		Grade 8 Reading	
	% Proficient	Average Score	% Proficient	Average Score
Central Middle	82.9	859.4	86.9	862.3
Wayzata	78.1	859.4	83.8	861.2
State	58.2	851.3	65.7	853.4

2006-2007 MCA-II

	Grade 6 Math		Grade 6 Reading	
	% Proficient	Average Score	% Proficient	Average Score
Central Middle	86.8	665.0	88.1	664.6
Wayzata	85.2	663.0	86.6	663.4
State	60.8	652.1	66.6	654.1

	Grade 7 Math		Grade 7 Reading	
	% Proficient	Average Score	% Proficient	Average Score
Central Middle	85.1	762.8	83.1	760.5
Wayzata	79.4	761.3	82.5	760.9
State	59.4	752.0	63.2	752.7

	Grade 8 Math		Grade 8 Reading	
	% Proficient	Average Score	% Proficient	Average Score
Central Middle	82.7	861.1	88.7	865.0
Wayzata	80.7	860.4	86.3	863.6
State	56.9	850.5	63.3	853.4

2005-2006 MCA-II

	Grade 6 Math		Grade 6 Reading	
	% Proficient	Average Score	% Proficient	Average Score
Central Middle	88.9	664.2	89.9	663.2
Wayzata	83.3	662.5	89.3	663.8
State	59.2	652.0	71.6	656.0

	Grade 7 Math		Grade 7 Reading	
	% Proficient	Average Score	% Proficient	Average Score
Central Middle	88.6	765.3	91.3	764.9
Wayzata	85.8	763.0	89.1	764.0
State	57.5	751.2	66.6	754.6

	Grade 8 Math		Grade 8 Reading	
	% Proficient	Average Score	% Proficient	Average Score
Central Middle	84.6	861.9	87.3	860.9
Wayzata	80.7	860.0	87.1	861.1
State	56.7	850.8	64.6	853.3



Wayzata Central Middle School
Student Achievement

**Northwest Evaluation Association
MAP (Measure of Academic Progress)**

(Please insert MAP data – same cohort group, 3 years data growth in RIT-provided by the Office of Assessment)

Average Scale Score and Percentile results of Spring 2008 MAP Testing

Math	Grade 6		Grade 7		Grade 8	
	Scale Score	Percentile	Scale Score	Percentile	Scale Score	Percentile
Central Middle	239.8	79	245.2	77	245.2	70
Wayzata	238.9	77	242.7	74	245.0	69
National	224	50	229	50	234	50

Reading	Grade 6		Grade 7		Grade 8	
	Scale Score	Percentile	Scale Score	Percentile	Scale Score	Percentile
Central Middle	224.1	70	228.5	73	230.2	71
Wayzata	224.7	71	227.3	72	229.9	69
National	217	50	220	50	223	50

Average Scale Score and Percentile results of Spring 2007 MAP Testing

Math	Grade 6		Grade 7		Grade 8	
	Scale Score	Percentile	Scale Score	Percentile	Scale Score	Percentile
Central Middle	240.8	79	242.3	74	247.5	72
Wayzata	239.3	77	242.2	73	247.0	72
National	224	50	229	50	234	50

Reading	Grade 6		Grade 7		Grade 8	
	Scale Score	Percentile	Scale Score	Percentile	Scale Score	Percentile
Central Middle	225.5	74	226.7	69	231.9	74
Wayzata	224.8	72	226.9	69	231.0	71
National	217	50	220	50	223	50



Staff Demographics

(Please insert data provided by Human Resources Department.)

Experience Profile of Staff (Percent of Licensed Staff by Years of Teaching Experience)				Education Profile of Staff (Percent of Licensed Staff by education/training)		
1 st Year	2 - 7	8 - 20	20+	BA	Masters	Doctorate
15.2%	49.2%	28.8%	6.8%	40%	58.3%	1.6%

Staff Roster

Allen, Stephanie	Special Education	Kvittum, Dorothy	Social Studies
Anderson, Teresa	Special Education	Lackas, Brent	Mathematics
Bartels, Chad	Social Studies	LaRoche, Courtney	Mathematics
Baumtrog, Jill	Science	Larson, Chris	Vocal Music
Blumer, Ward	6 th grade	Lutz, David	Social Studies
Boldt, Sara	Physical Education	Miller, Amanda	6 th grade
Bolling, Kristine	6 th grade	Neal, Nancy	Eng., Tech & Design
Boschee, Dixie	Language Arts	Nelson, Ross	Alt. Learning Center
Bowen, Sarah	Social Work	Newman, Steve	6 th grade
Brisley, Susan	Language Arts	Nielsen, Dan	6 th grade
Calvert, Stacy	Science	Nikstad, Erica	Science
Challberg, Katie	Special Education	O'Neill, Steve	Health
Chappuis, Matt	Physical Education	Paar-Olson, Aimee	Orchestra
Crook, Adrienne	Special Education	Padjen, Amanda	Mathematics
Daly, Dan	Counseling	Pieper, Tom	Orchestra
Davin, Molly	Language Arts	Prendergast, Curran	Music
DeWitt, Bobby	Social Studies	Ravnholdt, Tanya	6 th grade
Eugene, Samara	Spanish	Rebai, Amy	Special Education
Frawley, Karen	Band	Reinke, Michelle	Science
Geinert, Lisa	6 th grade	Richards, Mike	6 th grade
Hanlon, Tom	6 th grade	Rimington, Rob	Dean/Counselor
Herold, Mark	Band	Rodgers, Judith	Media
Herzog, Jordan	6 th grade	Schultz, Dave	Physical Education
Hintsala, Julie	Art	Schwartz, Keith	Language Arts
Hover, Andy	Language Arts	Seim, Lindsay	Social Studies
Hricko, Sandy	Social Work	Strand, Briana	Family/Con. Science
Jaeb, Teresa	Spanish	Swartchick, Kris	Science
Jahnke, Cyndy	Special Education	Tanke, Katie	Mathematics
Jones, Brennan	Mathematics	Tompkins, Kyle	Vision 21
Knudsen, Annie	Language Arts	Vaughan, Lindsey	Special Education
Koniar, Rachel	Art	Zylla, Casey	Language Arts

Minnesota Middle School Rankings – Schooldigger.com

Rank* (of 239)	School	District	City	Total students (2007)	Student/ Teacher Ratio (2007)	Recv free/disc lunch (%)	MCA-II, avg Mathematics score (2008)	MCA-II, avg Reading score (2008)	MCA-II Combined* _
1	Wayzata Central Middle	Wayzata Public School District	Plymouth	906	17.0	9.8	86.37	88.8	175.2
2	South View Middle	Edina Public School District	Edina	1099	14.7	7.9	85.07	89.4	174.5
3	Valley View Middle	Edina Public School District	Edina	1241	16.0	6.8	84.10	89.5	173.6
4	Wayzata West Middle	Wayzata Public School District	Wayzata	741	16.5	7.2	82.97	89.4	172.4
5	Twin Cities Academy	Twin Cities Academy	Saint Paul	186	15.5	10.2	78.93	93.2	172.2
6	Chippewa Middle	Mounds View Public School District	Shoreview	1040	23.1	11.3	83.03	87.6	170.6
7	Minnetonka West Middle	Minnetonka Public School District	Excelsior	948	18.5	7.9	82.13	88.3	170.4
8	Minnetonka East Middle	Minnetonka Public School District	Minnetonka	878	18.1	5.5	80.00	87.6	167.6
9	Grandview Middle School	Westonka Public School District	Mound	520	15.3	13.7	79.83	87.4	167.2
10	Fine Arts Interdisciplinary Middle	West Metro Education Program	Crystal	508	16.9	17.9	76.84	87.2	164.0

Wayzata Public Schools
Budget Projections as of 2-15-09
Wayzata Preliminary Plan

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Revenues	\$ 96,300,000	\$ 95,700,000 (a)	\$ 96,860,000 (a)
Expenditures	\$ (96,300,000)	\$ (99,189,000) (a)	\$ (100,691,770) (a)
Deficit	<u>\$ -</u>	<u>\$ (3,489,000)</u>	<u>\$ (3,831,770)</u>
Revenue Enhancements			
Referendum Inflation		\$ 900,000 (b)	\$ 400,000 (b)
40 Additional Students		\$ 260,000 (b)	(b)
Total Revenue Enhancements	<u>\$ -</u>	<u>\$ 1,160,000</u>	<u>\$ 400,000</u>
Expenditure Adjustments			
Reduction in OPEB Contribution	\$ - (c)	\$ (400,000)	
Reduction in Severance Funding	\$ - (c)	\$ (400,000)	
Reimbursement from OPEB Trust	\$ - (d)	\$ (630,000)	
Expenditure modifications (cuts)			
Total Expenditure Adjustments	<u>\$ -</u>	<u>\$ (1,430,000)</u>	<u>\$ -</u>
Projected Annual Surplus (Deficit)	\$ -	\$ (899,000)	\$ (3,431,770)
Beginning Fund Balance	\$ 8,400,000	\$ 8,400,000	\$ 7,501,000
Ending Fund Balance	<u>\$ 8,400,000</u>	<u>\$ 7,501,000</u>	<u>\$ 4,069,230</u>

- (a) Considers prior year revenue enhancement and expenditure reduction
- (b) Revenue is new in 2009-2010 and continues on in future years
- (c) Current expenditure budget is reduced -- in effect, these represent sustainable budget cuts
- (d) Current expenditure budget is reduced -- in effect, this reimbursement represents a budget cut

Note: This projection does not include any one-time resources such as fund balance, transfers, or freezes.

Wayzata Public Schools
Budget Projections as of 2-15-09
Wayzata 08-09 modifications

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Revenues	\$ 96,300,000	\$ 95,700,000 (a)	\$ 96,860,000 (a)
Expenditures	\$ (96,300,000)	\$ (97,716,100) (a)	\$ (100,647,583) (a)
Deficit	<u>\$ -</u>	<u>\$ (2,016,100)</u>	<u>\$ (3,787,583)</u>
Revenue Enhancements			
Referendum Inflation		\$ 900,000 (b)	\$ 400,000 (b)
40 Additional Students		\$ 260,000 (b)	\$ - (b)
Total Revenue Enhancements	<u>\$ -</u>	<u>\$ 1,160,000</u>	<u>\$ 400,000</u>
Expenditure Adjustments			
Reduction in OPEB Contribution	\$ (400,000) (c)		
Reduction in Severance Funding	\$ (400,000) (c)		
Reimbursement from OPEB Trust	\$ (630,000) (d)		
Expenditure modifications (cuts)			
Total Expenditure Adjustments	<u>\$ (1,430,000)</u>	<u>\$ -</u>	<u>\$ -</u>
Projected Annual Surplus (Deficit)	\$ 1,430,000	\$ (856,100)	\$ (3,387,583)
Beginning Fund Balance	\$ 8,400,000	\$ 9,830,000	\$ 8,973,900
Ending Fund Balance	<u>\$ 9,830,000</u>	<u>\$ 8,973,900</u>	<u>\$ 5,586,317</u>

- (a) Considers prior year revenue enhancement and expenditure reduction
- (b) Revenue is new in 2009-2010 and continues on in future years
- (c) Current expenditure budget is reduced -- in effect, these represent sustainable budget cuts
- (d) Current expenditure budget is reduced -- in effect, this reimbursement represents a budget cut

Note: This projection does not include any one-time resources such as fund balance, transfers, or freezes.

Wayzata Public Schools
Budget Projections as of 2-15-09
Wayzata Issue OPEB Bonds 08-09

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Revenues	\$ 96,300,000	\$ 95,700,000 (a)	\$ 96,860,000 (a)
Expenditures	\$ (96,300,000)	\$ (96,480,100) (a)	\$ (99,374,503) (a)
Deficit	<u>\$ -</u>	<u>\$ (780,100)</u>	<u>\$ (2,514,503)</u>
Revenue Enhancements			
Referendum Inflation		\$ 900,000 (b)	\$ 400,000 (b)
40 Additional Students		\$ 260,000 (b)	\$ - (b)
Total Revenue Enhancements	<u>\$ -</u>	<u>\$ 1,160,000</u>	<u>\$ 400,000</u>
Expenditure Adjustments			
Reduction in OPEB Contribution	\$ (1,500,000) (c)	\$ -	
Reduction in Severance Funding	\$ (500,000) (c)	\$ -	
Reimbursement from OPEB Trust	\$ (630,000) (d)	\$ -	
Expenditure modifications (cuts)			
Total Expenditure Adjustments	<u>\$ (2,630,000)</u>	<u>\$ -</u>	<u>\$ -</u>
Projected Annual Surplus (Deficit)	\$ 2,630,000	\$ 379,900	\$ (2,114,503)
Beginning Fund Balance	\$ 8,400,000	\$ 11,030,000	\$ 11,409,900
Ending Fund Balance	<u>\$ 11,030,000</u>	<u>\$ 11,409,900</u>	<u>\$ 9,295,397</u>

- (a) Considers prior year revenue enhancement and expenditure reduction
- (b) Revenue is new in 2009-2010 and continues on in future years
- (c) Current expenditure budget is reduced -- in effect, these represent sustainable budget cuts
- (d) Current expenditure budget is reduced -- in effect, this reimbursement represents a budget cut

Note: This projection does not include any one-time resources such as fund balance, transfers, or freezes.

Wayzata Public Schools
 Budget Projections as of 2-15-09
 Wayzata Issue OPEB 1% rev cut

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Revenues	\$ 96,300,000	\$ 95,100,000 (a)	\$ 96,260,000 (a)
Expenditures	\$ (96,300,000)	\$ (96,480,100) (a)	\$ (99,374,503) (a)
Deficit	<u>\$ -</u>	<u>\$ (1,380,100)</u>	<u>\$ (3,114,503)</u>
Revenue Enhancements			
Referendum Inflation		\$ 900,000 (b)	\$ 400,000 (b)
40 Additional Students		\$ 260,000 (b)	\$ - (b)
Total Revenue Enhancements	<u>\$ -</u>	<u>\$ 1,160,000</u>	<u>\$ 400,000</u>
Expenditure Adjustments			
Reduction in OPEB Contribution	\$ (1,500,000) (c)	\$ -	
Reduction in Severance Funding	\$ (500,000) (c)	\$ -	
Reimbursement from OPEB Trust	\$ (630,000) (d)	\$ -	
Expenditure modifications (cuts)			
Total Expenditure Adjustments	<u>\$ (2,630,000)</u>	<u>\$ -</u>	<u>\$ -</u>
Projected Annual Surplus (Deficit)	\$ 2,630,000	\$ (220,100)	\$ (2,714,503)
Beginning Fund Balance	\$ 8,400,000	\$ 11,030,000	\$ 10,809,900
Ending Fund Balance	<u>\$ 11,030,000</u>	<u>\$ 10,809,900</u>	<u>\$ 8,095,397</u>

- (a) Considers prior year revenue enhancement and expenditure reduction
- (b) Revenue is new in 2009-2010 and continues on in future years
- (c) Current expenditure budget is reduced -- in effect, these represent sustainable budget cuts
- (d) Current expenditure budget is reduced -- in effect, this reimbursement represents a budget cut

Note: This projection does not include any one-time resources such as fund balance, transfers, or freezes.

Wayzata Public Schools
 Budget Projections as of 2-15-09
 Wayzata Issue OPEB 2% rev cut

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Revenues	\$ 96,300,000	\$ 94,500,000 (a)	\$ 95,660,000 (a)
Expenditures	\$ (96,300,000)	\$ (96,480,100) (a)	\$ (99,374,503) (a)
Deficit	<u>\$ -</u>	<u>\$ (1,980,100)</u>	<u>\$ (3,714,503)</u>
Revenue Enhancements			
Referendum Inflation		\$ 900,000 (b)	\$ 400,000 (b)
40 Additional Students		\$ 260,000 (b)	\$ - (b)
		<u>\$ -</u>	
Total Revenue Enhancements	<u>\$ -</u>	<u>\$ 1,160,000</u>	<u>\$ 400,000</u>
Expenditure Adjustments			
Reduction in OPEB Contribution	\$ (1,500,000) (c)	\$ -	
Reduction in Severance Funding	\$ (500,000) (c)	\$ -	
Reimbursement from OPEB Trust	\$ (630,000) (d)	\$ -	
Expenditure modifications (cuts)			
Total Expenditure Adjustments	<u>\$ (2,630,000)</u>	<u>\$ -</u>	<u>\$ -</u>
Projected Annual Surplus (Deficit)	\$ 2,630,000	\$ (820,100)	\$ (3,314,503)
Beginning Fund Balance	\$ 8,400,000	\$ 11,030,000	\$ 10,209,900
Ending Fund Balance	<u>\$ 11,030,000</u>	<u>\$ 10,209,900</u>	<u>\$ 6,895,397</u>

- (a) Considers prior year revenue enhancement and expenditure reduction
- (b) Revenue is new in 2009-2010 and continues on in future years
- (c) Current expenditure budget is reduced -- in effect, these represent sustainable budget cuts
- (d) Current expenditure budget is reduced -- in effect, this reimbursement represents a budget cut

Note: This projection does not include any one-time resources such as fund balance, transfers, or freezes.



To: Dr. Chace Anderson
School Board Members

From: Jim Westrum

Date: February 17, 2009

Re: Preliminary Discussion -- Other Post Employment Benefit (OPEB)
Bonds

You will recall that the Wayzata school district has been prudently setting aside resources in an internal service fund for the purpose of funding its OPEB obligations under GASB 45. As a part of our due diligence, and before the board sets up an irrevocable trust for the district's OPEB obligations, we felt that it was important that we fully explore and give careful consideration to the recently established authority that the legislature has provided the district- namely, to issue OPEB bonds for all or a part of this liability.

2008 OPEB Bonding Authority

The 2008 Legislature included a provision that authorizes local government entities to issue bonds in an amount up to its actuarial accrued liability (AAL) for its OPEB obligations. You will recall that the AAL includes two components as follows:

- **Explicit liability** refers to the liability that represents the monthly contribution paid by the district on behalf of the retired employees towards health insurance premiums. This amount is based upon collective bargaining agreements in effect at the time of the employees' retirement.
- **Implicit rate subsidy** refers to the liability that is generated by offering a single blended premium rate for all active employees and retired employees participating in the plan. The implicit rate subsidy exists solely because the district, under state law, is required to offer a single blended premium rate for all participants in the plan. The concept that retirees under the age of 65 generate higher claims on average than active participants is what creates this liability.

Wayzata's OPEB Liability Components

In examining our recent actuarial study, it became apparent that the district has been setting aside resources for the total OPEB liability. Without a doubt, the district should be setting aside resources for the explicit OPEB liability. This portion of the liability is under the control of the district as this liability is the result of agreements made with future retirees through the negotiations process. From an accounting standpoint, the actual costs of providing services today are recorded today. Future school boards will not be obligated for the cost of services that have already been provided as the resources are set aside when they are incurred. This is prudent management.

On the other hand, the implicit rate subsidy raises a slightly different issue. Recall that the implicit rate subsidy portion of the OPEB liability is not in the district's control -- it effectively exists solely because of state statute. Thus, the question arises – should the district use current resources to fund this component of the liability?

We believe it is important to recognize this fact and determine if the bonding authority has a place in our prudent management of the district's resources. In addition to possibly being an appropriate use of this legislative tool, it would appear that the use of OPEB bonding could also take financial pressure off of the general fund in the upcoming years. This would seem appealing considering the financial challenges facing the state.

You will recall that, even though we have accumulated resources, our annual required contribution (ARC) is projected to be slightly more than \$1 million in each of the next two years to keep the OPEB plan fully funded. Thus, as we give consideration to the use of OPEB bonds, we also may want to keep in mind that it has the potential to eliminate the need for the district to use general fund dollars for the annual required contribution until the trust becomes self sustaining.

Tax Impact of OPEB Bonds

As the district evaluates the use of OPEB bonds to fund all or a portion of the Implicit Rate Subsidy liability, it is important to note that this liability is currently at \$9.4 million. We have asked Northland Securities to provide tax impact studies using scenarios including \$5 million and \$10 million. (See attachments.) On a home valued at \$500,000, the tax impact would be approximately \$15 a year if we issued \$5 million in bonds or just under \$30 a year if we issued \$10 million in bonds. The bonds would be payable over an accelerated schedule of five to seven years.

It is important to note that the Wayzata district continues to see an increase in its tax base and that we are projecting our existing debt service to decline over the next several years. **Thus, it would be highly probable that any OPEB bonds issued could potentially have little to no tax impact on our average taxpayer.**

Outstanding Debt Service of Neighboring Districts

The Wayzata school district's outstanding long-term debt and annual debt service payments place it in a favorable position in comparison with neighboring districts. The exhibit below shows the outstanding bonds that several of our neighboring school districts have as of June 30, 2008 and if they have or plan to issue OPEB bonds during this fiscal year.

District Name	Outstanding debt 6-30-08	OPEB Bonds
Wayzata	\$69.8 million	-
Eden Prairie	\$91.6 million	Will issue
Edina	\$91.58 million	Under consideration
Hopkins	\$132 million	Will issue
Minnetonka	\$127 million as of 6/30/09	Includes OPEB bonds
Orono	\$55.3 million	Will issue \$4m OPEB

It is also worth noting that we will make principal payments of \$6.4 million in the 2008-2009 year. Thus, our June 30, 2009 outstanding debt will be approximately \$66.4 million.

\$5,105,000.00 ISD 284 Wayzata, Minnesota

GO Taxable OPEB Bonds, Series 2009

Rates as of 02/09/09 Around Existing

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\$5,105,000.00 ISD 284 Wayzata, Minnesota

GO Taxable OPEB Bonds, Series 2009

Rates as of 02/09/09 Around Existing

Sources & Uses

Dated 08/01/2009 | Delivered 08/01/2009

Sources Of Funds

Par Amount of Bonds	\$5,105,000.00
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Total Sources	\$5,105,000.00
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Uses Of Funds

Total Underwriter's Discount (1.500%)	76,575.00
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Costs of Issuance	26,795.00
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Deposit to OPEB Fund	5,000,000.00
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Rounding Amount	1,630.00
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Total Uses	\$5,105,000.00
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\$5,105,000.00 ISD 284 Wayzata, Minnesota

GO Taxable OPEB Bonds, Series 2009

Rates as of 02/09/09 Around Existing

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2010	-	-	-	-
02/01/2011	60,000.00	2.350%	277,863.75	337,863.75
02/01/2012	380,000.00	2.850%	183,832.50	563,832.50
02/01/2013	670,000.00	3.200%	173,002.50	843,002.50
02/01/2014	985,000.00	3.500%	151,562.50	1,136,562.50
02/01/2015	1,325,000.00	3.750%	117,087.50	1,442,087.50
02/01/2016	1,685,000.00	4.000%	67,400.00	1,752,400.00
Total	\$5,105,000.00	-	\$970,748.75	\$6,075,748.75

Date And Term Structure

Dated	8/01/2009
Delivery Date	8/01/2009
First Coupon Date	8/01/2010
First available call date	
Call Price	-

Yield Statistics

Bond Year Dollars	\$26,057.50
Average Life	5.104 Years
Average Coupon	3.7254102%
Net Interest Cost (NIC)	4.0192795%
True Interest Cost (TIC)	4.0407761%
All Inclusive Cost (AIC)	4.1573480%

IRS Form 8038

Net Interest Cost	3.7254102%
Weighted Average Maturity	5.104 Years
Bond Yield for Arbitrage Purposes	3.7117819%

\$5,105,000.00 ISD 284 Wayzata, Minnesota

GO Taxable OPEB Bonds, Series 2009

Rates as of 02/09/09 Around Existing

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Existing D/S	Net New D/S
02/01/2010	-	-	-	-	-	-
02/01/2011	60,000.00	2.350%	277,863.75	337,863.75	9,761,125.00	10,098,988.75
02/01/2012	380,000.00	2.850%	183,832.50	563,832.50	9,453,712.50	10,017,545.00
02/01/2013	670,000.00	3.200%	173,002.50	843,002.50	9,155,862.50	9,998,865.00
02/01/2014	985,000.00	3.500%	151,562.50	1,136,562.50	8,859,400.00	9,995,962.50
02/01/2015	1,325,000.00	3.750%	117,087.50	1,442,087.50	8,555,450.00	9,997,537.50
02/01/2016	1,685,000.00	4.000%	67,400.00	1,752,400.00	8,245,450.00	9,997,850.00
02/01/2017	-	-	-	-	9,326,450.00	9,326,450.00
02/01/2018	-	-	-	-	938,750.00	938,750.00
02/01/2019	-	-	-	-	908,225.00	908,225.00
02/01/2020	-	-	-	-	962,000.00	962,000.00
Total	\$5,105,000.00	-	\$970,748.75	\$6,075,748.75	\$66,166,425.00	\$72,242,173.75

ISD 284 - Wayzata, Minnesota
GO Taxable OPEB Bonds
Annual Property Tax Impact Summary Estimates - Pay 2010

Assumptions

Par Amount:	\$5,105,000
Final Maturity	2/1/2016
Pay 2010 D/S Levy @ 105%	\$354,756.94
Est. Pay 2010 NTC (0% increase over 2008)	\$117,095,574.00
Est. Net Rate Increase:	0.3030%

Residential Homestead	
\$250,000	\$8
\$500,000	\$15
\$750,000	\$25
\$1,000,000	\$34
\$1,250,000	\$44
\$1,500,000	\$53
\$1,750,000	\$62
\$2,000,000	\$72
\$2,250,000	\$81

Commercial / Industrial	
\$250,000	\$13
\$500,000	\$28
\$750,000	\$43
\$1,000,000	\$58
\$1,250,000	\$73
\$1,500,000	\$89
\$1,750,000	\$104
\$2,000,000	\$119
\$2,250,000	\$134

Apartment Bldgs. (2 or More Reg. Units)	
\$250,000	\$9
\$500,000	\$19
\$750,000	\$28
\$1,000,000	\$38
\$1,250,000	\$47
\$1,500,000	\$57
\$1,750,000	\$66
\$2,000,000	\$76
\$2,250,000	\$85

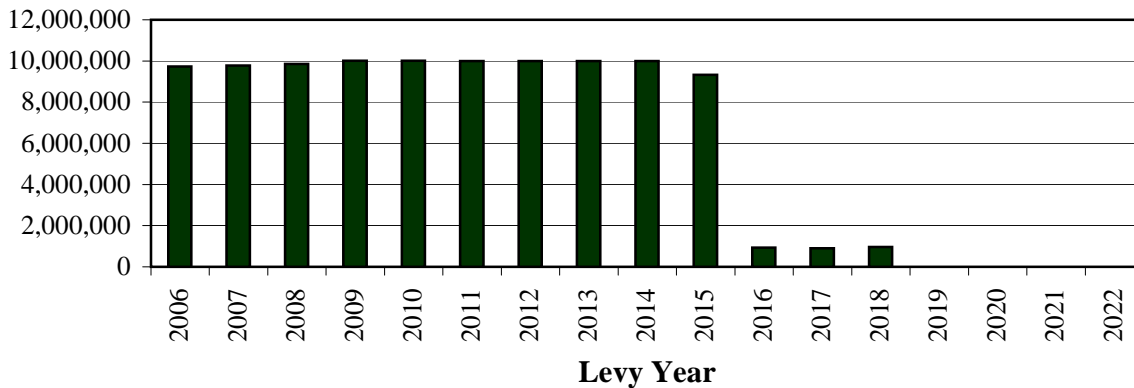
Seasonal / Recreational	
\$250,000	\$8
\$500,000	\$15
\$750,000	\$25
\$1,000,000	\$34
\$1,250,000	\$44
\$1,500,000	\$53
\$1,750,000	\$62
\$2,000,000	\$72
\$2,250,000	\$81



02/10/09

ISD 284, Wayzata, Minnesota

Annual GO Debt Service Payment @ 100%



General Obligation Debt Summary

Notes

Debt summary updated as of February 10, 2009 with \$5M OPEB

Levy Year	Principal	Interest	Annual Payment @ 100%	Annual Payment @ 105%	Payable Year	Fiscal Year
2006	5,990,000.00	3,736,982.50	9,726,982.50	10,213,331.63	2007	2008
2007	6,395,000.00	3,388,894.00	9,783,894.00	10,273,088.70	2008	2009
2008	6,790,000.00	3,064,177.50	9,854,177.50	10,346,886.38	2009	2010
2009	7,415,000.00	2,591,367.50	10,006,367.50	10,506,685.88	2010	2011
2010	7,710,000.00	2,307,545.00	10,017,545.00	10,518,422.25	2011	2012
2011	7,985,000.00	2,013,865.00	9,998,865.00	10,498,808.25	2012	2013
2012	8,310,000.00	1,685,962.50	9,995,962.50	10,495,760.63	2013	2014
2013	8,655,000.00	1,342,537.50	9,997,537.50	10,497,414.38	2014	2015
2014	9,015,000.00	982,850.00	9,997,850.00	10,497,742.50	2015	2016
2015	8,770,000.00	556,450.00	9,326,450.00	9,792,772.50	2016	2017
2016	820,000.00	118,750.00	938,750.00	985,687.50	2017	2018
2017	830,000.00	78,225.00	908,225.00	953,636.25	2018	2019
2018	925,000.00	37,000.00	962,000.00	1,010,100.00	2019	2020
2019	-	-	-	-	2020	2021
2020	-	-	-	-	2021	2022
2021	-	-	-	-	2022	2023
2022	-	-	-	-	2023	2024
Total	79,610,000.00	21,904,606.50	101,514,606.50	106,590,336.83		

\$10,135,000.00 ISD 284 Wayzata, Minnesota

GO Taxable OPEB Bonds, Series 2009

Rates as of 02/09/09 Around Existing

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\$10,135,000.00 ISD 284 Wayzata, Minnesota

GO Taxable OPEB Bonds, Series 2009

Rates as of 02/09/09 Around Existing

Sources & Uses

Dated 08/01/2009 | Delivered 08/01/2009

Sources Of Funds

Par Amount of Bonds	\$10,135,000.00
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Total Sources	\$10,135,000.00
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Uses Of Funds

Total Underwriter's Discount (1.000%)	101,350.00
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Costs of Issuance	30,695.00
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Deposit to OPEB Fund	10,000,000.00
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Rounding Amount	2,955.00
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Total Uses	\$10,135,000.00
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\$10,135,000.00 ISD 284 Wayzata, Minnesota

GO Taxable OPEB Bonds, Series 2009

Rates as of 02/09/09 Around Existing

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2010	-	-	-	-
02/01/2011	-	-	638,058.75	638,058.75
02/01/2012	120,000.00	2.850%	425,372.50	545,372.50
02/01/2013	420,000.00	3.200%	421,952.50	841,952.50
02/01/2014	730,000.00	3.500%	408,512.50	1,138,512.50
02/01/2015	1,060,000.00	3.750%	382,962.50	1,442,962.50
02/01/2016	1,410,000.00	4.000%	343,212.50	1,753,212.50
02/01/2017	385,000.00	4.250%	286,812.50	671,812.50
02/01/2018	6,010,000.00	4.500%	270,450.00	6,280,450.00
Total	\$10,135,000.00	-	\$3,177,333.75	\$13,312,333.75

Date And Term Structure

Dated	8/01/2009
Delivery Date	8/01/2009
First Coupon Date	8/01/2010
First available call date	
Call Price	-

Yield Statistics

Bond Year Dollars	\$74,022.50
Average Life	7.304 Years
Average Coupon	4.2923891%
Net Interest Cost (NIC)	4.4293070%
True Interest Cost (TIC)	4.4376990%
All Inclusive Cost (AIC)	4.4872481%

IRS Form 8038

Net Interest Cost	4.2923891%
Weighted Average Maturity	7.304 Years
Bond Yield for Arbitrage Purposes	4.2753981%

\$10,135,000.00 ISD 284 Wayzata, Minnesota

GO Taxable OPEB Bonds, Series 2009

Rates as of 02/09/09 Around Existing

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Existing D/S	Net New D/S
02/01/2010	-	-	-	-	-	-
02/01/2011	-	-	638,058.75	638,058.75	9,761,125.00	10,399,183.75
02/01/2012	120,000.00	2.850%	425,372.50	545,372.50	9,453,712.50	9,999,085.00
02/01/2013	420,000.00	3.200%	421,952.50	841,952.50	9,155,862.50	9,997,815.00
02/01/2014	730,000.00	3.500%	408,512.50	1,138,512.50	8,859,400.00	9,997,912.50
02/01/2015	1,060,000.00	3.750%	382,962.50	1,442,962.50	8,555,450.00	9,998,412.50
02/01/2016	1,410,000.00	4.000%	343,212.50	1,753,212.50	8,245,450.00	9,998,662.50
02/01/2017	385,000.00	4.250%	286,812.50	671,812.50	9,326,450.00	9,998,262.50
02/01/2018	6,010,000.00	4.500%	270,450.00	6,280,450.00	938,750.00	7,219,200.00
02/01/2019	-	-	-	-	908,225.00	908,225.00
02/01/2020	-	-	-	-	962,000.00	962,000.00
Total	\$10,135,000.00	-	\$3,177,333.75	\$13,312,333.75	\$66,166,425.00	\$79,478,758.75

ISD 284 - Wayzata, Minnesota
GO Taxable OPEB Bonds
Annual Property Tax Impact Summary Estimates - Pay 2010

Assumptions

Par Amount:	\$10,135,000
Final Maturity	2/1/2018
Pay 2010 D/S Levy @ 105%	\$669,961.69
Est. Pay 2010 NTC (0% increase over 2008)	\$117,095,574.00
Est. Net Rate Increase:	0.5721%

Residential Homestead	
\$250,000	\$14
\$500,000	\$29
\$750,000	\$46
\$1,000,000	\$64
\$1,250,000	\$82
\$1,500,000	\$100
\$1,750,000	\$118
\$2,000,000	\$136
\$2,250,000	\$154

Commercial / Industrial	
\$250,000	\$24
\$500,000	\$53
\$750,000	\$82
\$1,000,000	\$110
\$1,250,000	\$139
\$1,500,000	\$167
\$1,750,000	\$196
\$2,000,000	\$225
\$2,250,000	\$253

Apartment Bldgs. (2 or More Reg. Units)	
\$250,000	\$18
\$500,000	\$36
\$750,000	\$54
\$1,000,000	\$72
\$1,250,000	\$89
\$1,500,000	\$107
\$1,750,000	\$125
\$2,000,000	\$143
\$2,250,000	\$161

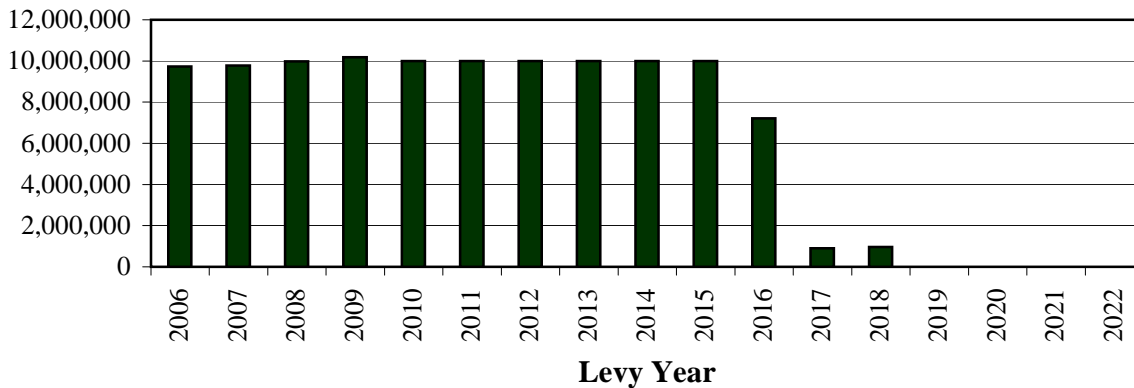
Seasonal / Recreational	
\$250,000	\$14
\$500,000	\$29
\$750,000	\$46
\$1,000,000	\$64
\$1,250,000	\$82
\$1,500,000	\$100
\$1,750,000	\$118
\$2,000,000	\$136
\$2,250,000	\$154



02/10/09

ISD 284, Wayzata, Minnesota

Annual GO Debt Service Payment @ 100%



General Obligation Debt Summary

Notes

Debt summary updated as of February 10, 2009 with \$10 Million OPEB

Levy Year	Principal	Interest	Annual Payment @ 100%	Annual Payment @ 105%	Payable Year	Fiscal Year
2006	5,990,000.00	3,736,982.50	9,726,982.50	10,213,331.63	2007	2008
2007	6,395,000.00	3,388,894.00	9,783,894.00	10,273,088.70	2008	2009
2008	6,790,000.00	3,184,242.50	9,974,242.50	10,472,954.63	2009	2010
2009	7,355,000.00	2,831,497.50	10,186,497.50	10,695,822.38	2010	2011
2010	7,450,000.00	2,549,085.00	9,999,085.00	10,499,039.25	2011	2012
2011	7,735,000.00	2,262,815.00	9,997,815.00	10,497,705.75	2012	2013
2012	8,055,000.00	1,942,912.50	9,997,912.50	10,497,808.13	2013	2014
2013	8,390,000.00	1,608,412.50	9,998,412.50	10,498,333.13	2014	2015
2014	8,740,000.00	1,258,662.50	9,998,662.50	10,498,595.63	2015	2016
2015	9,155,000.00	843,262.50	9,998,262.50	10,498,175.63	2016	2017
2016	6,830,000.00	389,200.00	7,219,200.00	7,580,160.00	2017	2018
2017	830,000.00	78,225.00	908,225.00	953,636.25	2018	2019
2018	925,000.00	37,000.00	962,000.00	1,010,100.00	2019	2020
2019	-	-	-	-	2020	2021
2020	-	-	-	-	2021	2022
2021	-	-	-	-	2022	2023
2022	-	-	-	-	2023	2024
Total	84,640,000.00	24,111,191.50	108,751,191.50	114,188,751.08		

SITE LEASE TRANSMITTAL

Site Number: A100767A
 Site Name: Wayzata-Gleason Lake/Central Middle School
 Market: Minneapolis

Date Turned In: _____

Site Acquisition Coordinator: JOE KOTILA

<p><u>Attached please find:</u></p> <p><input checked="" type="checkbox"/> Landlord-signed leases <input checked="" type="checkbox"/> Landlord-signed/notarized memorandums <input type="checkbox"/> Owner Authorization Agreement <input type="checkbox"/> Landlord-signed W-9 <input type="checkbox"/> Authorization to sign lease (if applicable)</p>	<p><u>Market Information</u></p> <p>Market Entity Name: T-Mobile Central LLC Type of Entity: a Delaware limited liability company Market address: 8550 W. Bryn Mawr Ave. Chicago, IL 60631 Director Name: Hossein Sephyr Director Title: Director, Network Engineering & Operations</p>
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NOTE: Enter a space (" ") into any fields which do not apply

Landlord Information

Landlord Name: Independent School District #	2nd Landlord	
Landlord Entity: 284, (i.e. individual, corporation, LLC, etc.)	Minnesota K-12 public school district	Name
Mailing Address:		Additional Mailing Address (if any): ↴
		Mailing Address:
Phone Number: 210 County Road 101 N.		Phone Number:
Fax Number: P.O. Box 660		Fax Number:
	Wayzata, MN 55391	
	763-745-5023	

<p><u>Site Information</u></p> <p>Site Address: 305 Vicksburg Lane Plymouth/Hennepin/MN 55447</p> <p>Square Footage: 2,500 square feet</p> <p>Parcel Number: 3211822440001</p>	<p><u>Option Terms</u></p> <p>Option Amount: \$500.00 = five hundred dollars Option Term: twelve (12) months Option \$500.00 = five hundred dollars Renewal Amt: Option twelve (12) months Renewal Term:</p>
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Lease Terms

Payee Name: <Payee (i.e. to whom is rent check made out?) >
 Rent Amount: \$1,200.00 = one thousand two hundred dollars
 Rent Frequency: monthly
 Rent Adjustment: 102% = one hundred two percent (annual adjustment of immediately preceding rent)
 Lease Term: five (5) years
 Renewal Terms: 2 (5) additional five-year terms
 Cancel Terms: thirty (30) days prior

Instructions: The preamble and section 12 and signature blocks and Addendum and exhibits and MOL are unprotected. Be sure to check these carefully and format properly – make corrections. **BE CAREFUL!**

Comments Addendum terms included relating to termination and relocation.

Approved by:			
Real Estate Manager	Date	General Manager/Director	Date
Legal Department	Date	Vice President (if applicable)	Date

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Independent School District # 284, a Minnesota K-12 public school district ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of five hundred and no/100 dollars (\$500.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of five hundred and no/100 dollars (\$500.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 305 Vicksburg Lane, Plymouth/Hennepin/MN 55447, comprises approximately 2,500 square feet.

2. Term. The initial term of this Lease shall be five (5) years plus the initial partial month, if any, commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the month containing the fifth annual anniversary of the Commencement Date (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for 2 (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, one thousand twelve hundred and no/100 dollars (\$1,200.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month containing the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to the Payee and address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, Rent shall be adjusted, effective on the first anniversary of the Commencement Date, and annually thereafter, to an amount equal to one hundred two percent (102%) of the Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets, and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators or alternative power sources). Landlord agrees to use reasonable efforts in assisting Tenant to acquire approvals for utility service and power sources. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed or utility service is not timely available, Tenant may connect temporarily to Landlord's electrical service and shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements").

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are

inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

And with a copy to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Legal Dept.

And with a copy to:

T-Mobile Central LLC
8550 W. Bryn Mawr Ave.
Chicago, IL 60631
Attn: Lease Administration Manager

And with a copy to:

T-Mobile Central LLC
2001 Butterfield Rd, Suite 1900
Downers Grove, IL 60515
Attn: Legal Dept.

If to Landlord, to:

Independent School District # 284,
210 County Road 101 N.
P.O. Box 660
Wayzata, MN 55391

And with a copy to:

13. **Quiet Enjoyment, Title and Authority.** As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. **Environmental Laws.** Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. **Assignment and Subleasing.** Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following: any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards Tenant, in the

Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Independent School District # 284,

By:

Printed Name:

Title:

Date:

LANDLORD:

By:

Printed Name:

Title:

Date:

TENANT: T-Mobile Central LLC

By:

Printed Name: Hossein Sephyr

Title: Director, Network Engineering & Operations

Date:

Site Number: <SITE NUMBER>
Site Name: <Site Name>
Market: <Market>

EXHIBIT A
Legal Description

The Property is legally described as follows:

All that part of Government Lots 1 and 2 in Section 32, Township 118 North, Range 22 West of the 5th Principal Meridian described as follows: Beginning at a point on the west line of Government Lot 1 distant 434.55 feet South of the Northwest corner of Government Lot 1; thence North along the said West line 434.55 feet to the Northwest corner of said Government Lot 1; thence East along the dividing line between Government Lots 1 and 2 a distance of 33 feet; thence North 82 degrees East 151.47 feet; thence North 89 degrees, 15 minutes East a distance of 115.01 feet to a point on said course, distant 298 feet, measured at right angles from the West line of said Government Lot 2; thence South parallel with the West line of said Government Lots 2 and 1 a distance of 456.96 feet to the intersection of said parallel line with a line drawn from the point of beginning and at right angles to the West line of said Government Lot 1; thence West along said right angle line 298 feet to the point of beginning.

EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

[Enter Premises description here or on attachment(s).]

Site Number: <SITE NUMBER>
Site Name: <Site Name>
Market: <Market>

EXHIBIT C

**Memorandum
of
Lease**

Site Number: <SITE NUMBER>
Site Name: <Site Name>
Market: <Market>

MEMORANDUM OF LEASE

Assessor's Parcel Number: 3211822440001

Between Independent School District # 284, ("Landlord") and T-Mobile Central LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between Independent School District # 284, a(n) Minnesota K-12 public school district ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date (as defined under the Lease) of the Lease, with up to one additional twelve (12) month renewal ("Option Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for 2 (5) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Independent School District # 284,

By:

Printed Name:

Title:

Date:

LANDLORD:

By:

Printed Name:

Title:

Date:

TENANT: T-Mobile Central LLC

By:

Printed Name: Hossein Sephyr

Title: Director, Network Engineering & Operations

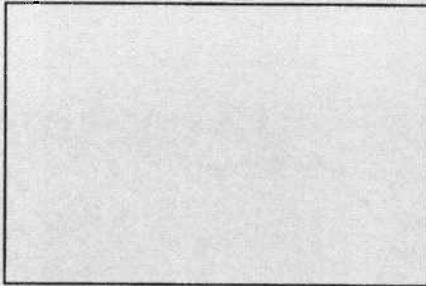
Date:

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by
_____, [title] _____ of _____
a _____ [type of entity], on behalf of said _____ [name of entity].

Dated: _____



Notary Public
Print Name
My commission expires

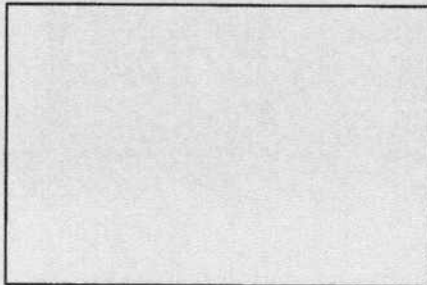
(Use this space for notary stamp/seal)

[Landlord Notary block for an Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____ .

Dated: _____



Notary Public
Print Name
My commission expires

(Use this space for notary stamp/seal)

Memorandum of Lease Exhibit A
Legal Description

All that part of Government Lots 1 and 2 in Section 32, Township 118 North, Range 22 West of the 5th Principal Meridian described as follows: Beginning at a point on the west line of Government Lot 1 distant 434.55 feet South of the Northwest corner of Government Lot 1; thence North along the said West line 434.55 feet to the Northwest corner of said Government Lot 1; thence East along the dividing line between Government Lots 1 and 2 a distance of 33 feet; thence North 82 degrees East 151.47 feet; thence North 89 degrees, 15 minutes East a distance of 115.01 feet to a point on said course, distant 298 feet, measured at right angles from the West line of said Government Lot 2; thence South parallel with the West line of said Government Lots 2 and 1 a distance of 456.96 feet to the intersection of said parallel line with a line drawn from the point of beginning and at right angles to the West line of said Government Lot 1; thence West along said right angle line 298 feet to the point of beginning.

ADDENDUM TO SITE LEASE WITH OPTION ("Addendum")

In the event of conflict or inconsistency between the terms of this Addendum and the main body of this Lease, the terms of this Addendum shall govern and control. All capitalized terms shall have the same meaning as in the main body of this Lease.

Paragraph 3. Renewal shall be replaced in its entirety with the following:

3. Renewal. Tenant shall have the right to extend this Lease for 2 (2) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

Paragraph 8. Termination shall be replaced in its entirety with the following:

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:
- (a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;
 - (b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;
 - (c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;
 - (d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or
 - (e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.
 - (f) by the Landlord, if its School Board decides, for any reason, to discontinue use of the light pole for all purposes, in which event Tenant shall not be entitled to compensation in any form for any reason as a result of the Landlord's exercising its rights under this subparagraph;

The following shall be inserted as paragraph 19 of the lease:

19. Future Development. Tenant understands and acknowledges that the Landlord may redesign, redevelop or utilize the Property for alternative public use at some future date, and that the design and manner of such uses shall be in the sole discretion of the Landlord. In the event Landlord undertakes such use, redesign or redevelopment, then the Landlord and Tenant agree to cooperate with one another as necessary to facilitate both parties' use of the Property. Landlord will make all reasonable attempts accommodate and/or relocate Tenant's equipment at a comparable location.

LANDLORD: Independent School District # 284,

By:
Printed Name:
Title:

LANDLORD:

By:
Printed Name:
Title:

TENANT: T-Mobile Central LLC

By:

Printed Name: Hossein Sephyr

Title: Director, Network Engineering & Operations

Site Number: <SITE NUMBER>
Site Name: <Site Name>
Market: <Market>

Site Lease - v9.21.07

Common Ground for 2009 Education Initiatives for the Minnesota Chamber of Commerce & the Association of Metropolitan School Districts

Finding common ground where people involved in business and public education can stand together on legislative priorities for public education is not easy. A number of us have worked to renew our vision—not create totally new vision or recreate structures—and to state as clearly as possible what we believe needs to be done. Our public schools are not perfect, but they can improve and provide a reasonable solid education for most of our children given the challenges we face. **The Minnesota Legislature and the Governor need to set their priorities on these critical challenges to develop an educated workforce to help build the future of Minnesota:**

1. Federal and state funding must be adequate and timely to address the problems that public education faces.

Rationale: The answer is not just “send money” and stay out of our business. We understand that as business people we could not run our businesses with the way public education is funded. Specific examples are Federal and State underfunding of Special Education students, programs for children and adults who don’t speak English, and tests that are required but not funded under No Child Left Behind. How do we make it clear that if these situations existed in our businesses, we would fire the people involved? Fortunately, we cannot fire the students. When they show up at our schools, State law requires they are required by state law to be educated. Unfortunately, we do fire sociologists, counselors, aides, administrators, and teachers who we need to educate those students—and we have to do it at some of the most critical times in the school year.

Action: The Chamber and AMSD can agree on:

- 1) Both the State and Federal governments have failed to provide their promised shares of Special Education funds. This forces school districts to take money from their general funds for these mandated programs to the detriment of other students. The Chamber and AMSD should press for full funding of Special Education programs.
- 2) Not knowing how much money will be available for the next school year until May or later in the calendar year results in a roller coaster of layoffs and rehiring that undermines efforts to create stability in the classroom. The Chamber and AMSD should press for earlier decisions on school funding during the Legislature’s deliberations.

2. Teacher quality must be enhanced as a key to better learning in our schools.

Rationale: Teachers, good teachers, can make a critical difference in a child’s life. As business people involved in public education, we see this almost every day. We all have stories. But we need more than vignettes to demonstrate that teaching can be improved. Minnesota’s Q-Comp (ATTPS or “pay for performance” system) is a first step to make enhanced quality happen. While the program has been criticized by the legislative auditor, we believe that it should be strengthened and continued, not discarded. Most companies have bonus programs (some more effective than others) which are modified from time to time. .

Action: The legislature should modify and fund (not throw out) this first step toward data driven results for teacher incentives. More dialogue with MEA is key here. The Chamber and AMSD urge the Legislature to retain Q-Comp.

3. Leadership is critical in both business and education to close the “achievement gap.”

Rationale: Both the Chamber and AMSD want to close the “achievement gap”. Working together to get this done by providing adequate and timely funding and enhancing teacher quality would be a great start. Adding early childhood education to the list is also important. Early childhood (and parent) education of “at risk” children has been recognized by business leaders, including Art Rolnick at the Federal Reserve and many business foundations, as worthy of funding.

Action: The Chamber and AMSD can agree that closing the gap starts with early childhood education for “at risk” children to help them get started on a more level playing field. The Legislature and the Governor need to find funds for more early childhood education for “at risk” children.

As business and public education people with Minnesota Chamber and AMSD affiliations, we cover a wide range of businesses with sales from millions to billions and schools of hundreds of students to those with thousands. We are sales, finance, engineering, and legal people with the goal of finding many people who believe that we share this common ground. **We are people who want action from our legislators and the Governor, so businesses and schools will get better results—and give the teachers and students the credit they deserve and funding they need. Our children are our future. Invest now.**

[As we move forward, we will add names of people and organizations to our list.]

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting - March 9, 2009 - 7:00 PM
Wayzata City Hall, 600 Rice Street, Wayzata

AGENDA

1. CALL TO ORDER/ROLL CALL
2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS
Consent Agenda items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed as a Consent Agenda item and addressed. Consent Agenda Items are as follows:
 - A. Approval of Minutes
 1. Regular Board Meeting - February 9, 2009
 - B. Finance and Business Recommendations
 - C. BID AWARD: Partial Roof Replacement - WMS
 - D. Human Resource Recommendations
3. STUDENT CURRICULUM PRESENTATION
 - A. Central Middle School Students
4. RECOGNITIONS
 - A. March Employee of the Month -
 - B. Wayzata Public Schools 2009 Retirees
5. REPORTS FROM ORGANIZATIONS
This section of the agenda provides the opportunity for parent, teacher, and/or student associations/organizations to provide the School Board with reports/updates.
 - A. Student Council - Lauren Wilvers
6. SUPERINTENDENT'S REPORTS AND RECOMMENDATIONS
 - A. Superintendent
 - B. Curriculum and Instruction
 1. Approval of Proposed Central Middle School Shared Decisions Agreement - S. Root
 - C. Finance and Business Services
 1. Monthly Financial Reports
 - D. Human Resource Services
7. OTHER BOARD ACTION
8. AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD
This section of the agenda provides an opportunity for those who have called and placed their names on the list and for members of the audience to address the School Board.
9. BOARD REPORTS
10. NEW BUSINESS
11. ADJOURN

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

BOARD OF EDUCATION

Work Session – February 23, 2009

AGENDA SECTION: 8. **ADJOURN**

ITEM: _____

COMMENTS BY: Board Chair Moroz

If there is no additional business before the School Board, the Chair will adjourn the meeting.