

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting - March 24, 2008 - 4:00 PM
District Administration Building
210 County Rd. 101, N, Plymouth, MN

AGENDA

- | | | |
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| 1. | CALL TO ORDER - Board Chair Moroz | 3 |
| 2. | ADMINISTRATIVE | |
| | A. District 287 SEC Building Construction & Progress Update - S. Lewandowski | 4 |
| | B. Proposed Amendments to Board Policy and Regulations 723 and 723-R - "Student Transportation Safety" - A. Hopeman | 27 |
| | C. Proposed Amendments to Board Policy 728 - "Operation of District-Owned Activity Bus" - A. Hopeman | 41 |
| 3. | CURRICULUM AND INSTRUCTION | |
| | A. WHS Guidance Counselor Update - B. Gildemeister, J. Landy | 42 |
| | B. Alignment with Alternative Compensation Goals - A. Swenson | 70 |
| | C. Special Services Report - L. Fildes | 87 |
| 4. | FINANCIAL | |
| | A. Bus Garage Lease Discussion - A. Hopeman | 110 |
| 5. | HUMAN RESOURCES | |
| 6. | BOARD REPORTS | |
| 7. | SCHOOL BOARD | |
| | A. Tentative Board Agenda for April 14, 2008 - J. Moroz | 128 |
| 8. | ADJOURN | 129 |

POSTED: 032008

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

MISSION

Our Core Purpose:

The mission of Wayzata Public Schools is to ensure a world-class education that prepares each and every student to thrive today and excel tomorrow in an ever-changing global society.

VISION

What We Intend to Create and Experience:

The vision of Wayzata Public Schools is to be a model of excellence where all students discover their unique talents, develop a love and tenacity for learning and demonstrate confidence and capacity for success through:

Exceptional Student Learning, Experiences and Relationships:

- High achievement by each and every student—no exceptions, no excuses;
- Content-rich, rigorous and personalized education;
- Meaningful relationships with teachers, staff, mentors and peers in a welcoming, nurturing and safe environment where all are valued for who they are and the contributions they make.

Community Trust, Confidence and Partnership:

- Comprehensive learning opportunities meeting diverse learner needs and community aspirations;
- Committed to being the first choice for students and families;
- Maintaining the highest levels of satisfaction and pride by staff, parents and community.

Operational Excellence:

- Attraction, development and retention of exemplary, creative and engaged employees;
- Accountability by all staff for individual and collective performance;
- Effective and efficient use of time and human, financial and physical resources;
- Culture of continuous improvement and responsive innovation;
- High performing district governance, management and partnerships.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Work Session – March 24, 2008

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. Gary W. Landis	_____	_____
Mr. John A. Moroz	_____	_____
Ms. Carter G. Peterson	_____	_____
Mr. Bob J. Ostlund, Ex Officio	_____	_____

Frequently Asked Questions

What is the South Education Center?

The South Education Center (SEC) is a new school located in Richfield that will house several programs operated by Intermediate District 287. District 287 is a cooperative partnership created by 13 metro area school districts to provide educational programs that complement and support their own programs. Richfield Public Schools, one of District 287's member districts, will also lease space within the building for a special education program.

Size: Three stories, 109,000 square feet

How many students will attend school at SEC?

SEC will open with 350 students in grades K-12, but can accommodate up to 400 students.

SEC looks like it's finished now; why is it sitting empty?

The construction is scheduled for completion in April 2008, six weeks before the school year ends. A conditional Certificate of Occupancy is expected at the end of May as well. Rather than disrupt the learning of 350 students so close to the end of the school year, District 287 decided to begin the 2008-09 school year in the new building. Summer programs will also occur at SEC in July 2008.

Why did District 287 decide to build a new school?

The district approached SEC as an opportunity to own rather than lease space and combine several poorly configured individual sites for greater operational efficiency, as outlined in the district's strategic plan in 2003. Moreover, SEC was an opportunity for District 287 and its partnering districts to better consider the health and safety needs of its students and provide customized learning environments for students with unique needs.

In March of 2006, District 287's board approved directional statements that govern the long-term facilities planning of the district. Among the directional statements, the Board affirmed that the long-term facility planning strategy should:

- **Plan for a quality educational environment *equal* to the educational facilities of our member districts.**
- Recognize that as new facilities are needed the priority should be given to larger education center where there is the ability to divide into district and segregated learning environments.
- Recognize the need for collaboration with member district superintendent and business department to assure long-term revenue/expenditure implications.
- Recognize the increase regional need to co-locate support service partners such as county provided human services, corrections/police liaison officers, and community mental health agencies.

What if the enrollment declines or the programs need to change?

The interior spaces can be adapted as programs grow or change. SEC will accommodate many programs and services under one roof, resulting in more efficient operations.

Public and shared spaces are located within the central core of the building so they are accessible to all programs and visitors. A security system controls access to the building and the individual program areas.

If in the future the district should decide to sell the building, it can be repurposed for some use other than a school.

What was the cost of SEC and who paid for it?

The construction amount financed was \$25.5 million, over a 26-year term. The cost per square foot was \$235.40.

Each of the 13 member districts that make up District 287, including Bloomington, Brooklyn Center, Eden Prairie, Edina, Hopkins, Minnetonka, Orono, Osseo, Richfield, Robbinsdale, St. Louis Park, Wayzata and Westonka, will levy its residents to make the principal and interest payments on the amount financed. Each district can levy up to \$25 per pupil based upon their total enrollment for this purpose.

How did District 287 make sure costs were contained?

District 287 administrators were diligent in following state bid laws to ensure projects were cost-effective and awarded to most qualified contractor/vendor. In addition, District 287's board members made cost containment a top priority, creating a plan to closely monitor all expenditures. Their plan called for monitor and review as follows:

1. Change orders in excess of \$25,000 required approval and formal action by the full board.
2. A board facilities committee approved change orders greater than \$10,000 but less than \$25,000. The board facilities committee provided approved changes to the District 287 board for consent agenda approval.
3. Change orders of \$10,000 or less were approved by District 287's Administrative Project Team. Approved changes were provided to District 287 board facilities committee for review and subsequently to the District 287 board for consent agenda approval.

District 287's Board is comprised of two board members from each of its 13 districts. Board members are proud of the fact that the SEC construction project is not only ahead of schedule, but approximately \$1 million under budget.

Why do special needs students require classroom configurations that are different from other students?

Students at SEC have a wide variety of challenges to learning, including autism, health impairments, and anxiety disorders. Spaces for learning allow the environment to be adapted to the level of sensory stimulation that a student needs at various times of the day. Quiet areas enable students to remove themselves from instruction if they are over-stimulated. Spaces are carpeted and have acoustical wall treatments to minimize noise and the impact of disruptions. Restrooms are modified as needed.

Many of the high school students at SEC are learning independent living skills in addition to academics. A simulated apartment setting enables students to learn skills such as food preparation, laundry, managing personal business and housekeeping. In addition, a "school store" allows them to gain retail experience.

Every area is intentionally designed to help students get the most out of school. Architects and engineers spent much time with administrators and staff to understand the students' learning needs. This dynamic process evolved as the mindset changed from "making-do" with existing facilities to envisioning the ideal environment for each learner, environments that are "Different by Design."

What programs are offered at SEC?

SEC houses several District 287 programs, as well as space for Richfield Schools and other co-located professionals. District 287 programs include:

SUN (Students with Unique Needs) – Five to 21 year-old students who have intense social/emotional and behavioral needs along with cognitive and other health impairments, such as autism, fetal alcohol spectrum disorders, anxiety disorders, and other mental health needs.

Transition Programs (Intersect, InVEST, Phase & VECTOR) – 18 to 21-year-old students with disabilities who are moving toward living and working as independently as possible in the community.

Vocational Evaluation and Training (VET) – 14 to 21-year-old special education students who are exploring vocational opportunities.

Two **Area Learning Center (ALC)** programs are also housed at SEC:

Vista – Vista is for pregnant and parenting students. This program teaches students about childcare, nutrition, health and family systems. Social service referral assistance is provided, and students receive career development counseling. The SEC contains its own daycare center to support this program.

WAVE (Work, Achievement, Values and Education) – WAVE meets students at their skill level to help them build confidence in their abilities. In addition to academic coursework, students also benefit from career exploration and employment training. Students apply courses toward completion of graduation requirements in their home district.

How do students get enrolled in District 287 programs?

For the majority of special education programs, students are referred for educational services by their district of residence. District 287 "choice" programs, open to students from District 287's member districts, include the Area Learning Center programs.

Who was involved in the design and construction of SEC?

The Architect/Engineer on the project is TSP Inc. and the Construction Manager is Parsons, both located in Minneapolis. In addition to District 287 and Parsons, TSP collaborated with several agencies and groups to plan and design this project. Each contributed to the design direction and influenced the outcome.

- City of Richfield
- Neighborhood Residents
- Richfield Public Schools
- Nine Mile Creek Watershed District
- Xcel Energy

Does this building use sustainable design principals?

Early in the design process the District, along with the design team at TSP, made a commitment to design and build with sustainable practices wherever feasible. The Minnesota Department of Education requires

that schools address sustainable design in new school construction, therefore the District chose the LEED (Leadership in Energy and Environmental Design) certification process to measure and verify their progress towards that goal. The District is pursuing LEED “Certified” for this building which is the basic level of certification (The levels of certification are Certified, Silver, Gold and Platinum).

What types of sustainable design features are used?

Large windows, special glazing and sun control devices will provide ample natural light. Displacement ventilation delivers fresh air without mixing it with contaminated air, resulting in improved indoor air quality and comfort. Interior materials with low VOC (volatile organic compound) levels contribute to overall health and well being of occupants.

High performance design features include:

- Stepped lighting level control system.
- High efficiency light bulbs with occupancy sensors.
- Geothermal system that captures the earth’s stored energy.
- Energy recovery units.
- High efficiency pumps and motors.
- CO2 sensors that ensure ample fresh air.

Benefits to the environment:

- Car pooling is encouraged.
- Bike racks and shower facilities for bicycle commuters.
- Regional trail access.
- Convenient access to public transportation.
- Reflective roof reduces heat island effect.
- Rain gardens reduce load on the regional storm water system.
- Exterior light fixtures that prevent light pollution.

Doesn’t sustainable design cost more money?

It has been shown that building “green” doesn't have to cost more. As new technology becomes more mainstream it will cost even less. There are some higher initial costs in this project such as a geothermal well field. This has a payback period of approximately four years, after which provides substantial energy savings for the life of the building.

As a result of these sustainable design features, the SEC will be 68% more energy efficient than a comparable-sized building built to code, resulting in annual energy savings of \$160,000 with a four year payback period.

Which other schools in Minnesota are LEED certified?

The Elk River School District has one school that is LEED certified and is currently constructing another. Watertown-Mayer Public Schools is also constructing a school that is expected to be certified. As of Spring 2007, there were 32 LEED certified schools in the U.S. and Canada.



South Education Center

Different by Design

Environments affect learning. When Intermediate District 287 and its member districts set out to construct a new school, they envisioned a space that would be uniquely designed for students with some of the most challenging learning needs.

The result is South Education Center (SEC), a flexible educational facility that houses several programs. The building can easily adapt as programs grow or change. Programs occupy their own unique space, but are part of the whole. Every area is intentionally designed to help students get the most out of school.

Scheduled completion: April 2008

Opening: Summer Session – July 2008

Enrollment: Will open with 350 students in grades K-12. Accommodates up to 400 students.

Size: 109,000 square feet, 3 stories

Total project budget: \$25.5 million

Cost per square foot: \$235.40

Estimated annual energy savings: \$160,000

SEC is 68% more energy efficient than a comparable-sized building built to code.

SEC is pursuing LEED (Leadership in Energy and Environmental Design) certification.

Building Organization

SEC will accommodate many programs and services under one roof, resulting in more efficient operations. It consists of a central core of public and shared spaces and two wings of program areas. A security system controls access to the building and the individual program areas.

Public and shared spaces are located within the central core of the building so they are accessible to all programs and visitors. In addition, the Media Center is a joint venture with the Hennepin County Library System and is available to all students.

The two wings of the building were designed to meet the needs of the individual programs. Architects and engineers spent much time with administrators and staff to understand the students' unique learning needs. This dynamic process evolved as the mindset changed from "making-do" with existing facilities to envisioning the ideal environment for each learner.

South Education Center

Programs at SEC

SUN (Students with Unique Needs) – Five to 21 year-old students

The SUN program serves students who have intense social/emotional and behavioral needs along with cognitive and other health impairments, such as autism, fetal alcohol spectrum disorders, anxiety disorders, and other mental health needs. They benefit from a customized curriculum in a small school environment. All students require a unique environment for space, welfare, dignity and safety. Class sizes are very small, with three to four students per classroom.

Designed to meet unique learning needs:

- The SUN program is located on the first floor with its own bus drop-off location.
- Spaces for learning, individual work areas and sensory rooms allow the environment to be adapted to the level of sensory stimulation that a student may need at various times of the day.
- Quiet areas enable students to remove themselves from instruction if they are over-stimulated.
- Spaces are carpeted and have acoustical wall treatments to minimize noise and the impact of disruptions.
- A commons area includes a large-motor room for physical equipment, access to a shared multi-purpose room for recreation and calming, and a separate dining space for students who are unable to use the school cafeteria.
- Restrooms, with the sink outside the bathroom for privacy, are located within the classroom area to minimize students coming and going.
- Staff shares a common workroom, which helps them communicate, share resources and conduct school business.

Transition Programs (Intersect, InVEST Phase & VECTOR) – 18 to 21-year-old students

These programs provide transition services to students with disabilities as they progress from an educational setting toward living and working as independently as possible in the community. They are located on the first floor.

Designed to meet unique learning needs:

- Large and small classrooms and activity space for hands-on learning.
- The kitchen/dining area is handicap accessible for learning cooking and cleaning.
- A simulated apartment offers real-life experience to train students in independent living skills such as food preparation, laundry, managing personal business and housekeeping tasks.
- Students will operate a "School Store" located off the cafeteria and gain retail experience.

South Education Center

Programs at SEC

Vocational Evaluation and Training (VET) – 14 to 21-year-old students

The VET program provides vocational opportunities to special education students. It is the only program located on the third floor.

Designed to meet unique learning needs:

- The space is designed to look and feel like a worksite, with a time clock at entry and a break room.
- A 2,000 sq. ft. work floor in the center allows students to do a variety of jobs from light clerical and paper management to light industrial assembly or disassembly.

Area Learning Center (ALC)

Some students find it easier to succeed within a small, supportive community. In ALC programs, students work cooperatively within a comfortable and inclusive setting. Students are encouraged to take responsibility for themselves and the success of the group. Along with academics, students acquire the skills, attitudes and behaviors necessary to enter the workforce or to continue their education.

Vista – Vista is for pregnant and parenting students. To be successful parents, teens need parenting skills coupled with their education. This program teaches students about childcare, nutrition, health and family systems. Social service referral assistance is provided, and students receive career development counseling.

WAVE (Work, Achievement, Values and Education) – Designed to meet the diverse needs of challenged youth, instruction focuses on the development of basic skills. WAVE meets students at their skill level to help them build confidence in their abilities. Students benefit from small class sizes and individual attention. In addition to academic coursework, students also benefit from career exploration and employment training. Students apply courses toward completion of graduation requirements in their home district.

Designed to meet unique learning needs:

- All three ALC programs will be housed on the second floor.
- 10 classrooms linked together and full science lab, which doubles as an art classroom.
- Classrooms circle a common office area, allowing staff greater visibility of activity.
- First floor daycare for up to 30 babies and toddlers. Daycare facilities allow for childcare and parenting education.
- Access to gymnasium for physical activity and stress relief between classes.
- Designed for maximum daylight since many students suffer from depression and/or Seasonal Affective Disorder.
- Cafeteria allows not only breakfast and lunch student meals prepared daily, but also functions as a training facility and special events space.

Sharing Space at SEC

Richfield Public Schools will also house programs for students with special needs at SEC.

South Education Center

Architect/Engineer/Construction Firm: TSP

In addition to District 287, TSP collaborated with several agencies and groups to plan and design this project. Each contributed to the design direction and influenced the outcome.

- City of Richfield
- Neighborhood Residents
- Richfield Public Schools
- Nine Mile Creek Watershed District
- Xcel Energy

Better Design for People and Planet

Large windows, special glazing and sun control devices will provide ample natural light. Displacement ventilation delivers fresh air without mixing it with contaminated air, resulting in improved indoor air quality and comfort. Interior materials with low VOC (volatile organic compound) levels contribute to overall health and well being of occupants.

High performance design features include:

- Stepped lighting control system.
- High efficiency light bulbs with occupancy sensors.
- Geothermal system that captures the earth's stored energy.
- Energy recovery units.
- High efficiency pumps and motors.
- CO2 sensors that control the amount of outside air.
- SEC is 68% more energy efficient than a comparable-sized building built to code, resulting in annual energy savings of \$160,000 with 4 year payback.

Benefits to the environment:

- Car pooling is encouraged.
- Bike racks and shower facilities are provided.
- Regional trail access.
- Convenient access to public transportation.
- Reflective roof reduces heat island effect.
- Rain gardens reduce load on the regional storm water system.
- Exterior light fixtures prevent light pollution.

About TSP

For over 75 years, TSP has provided inspired solutions to public and private clients throughout the United States. Our culture of listening, showing concern for and being responsive to our clients has created many long-lasting relationships. Those relationships are enhanced by our ability to bring innovative and creative solutions to our clients' challenges. We offer the capabilities and expertise of a larger, regional organization while giving each client the attention only a local firm can.

As education design specialists, TSP understands that the performance of an educational facility has a tremendous impact on outcome. In education projects, TSP pays special attention to classroom environments, communal areas, scale, natural light, acoustics and security. TSP also integrates sustainable design techniques to provide a healthy and eco-friendly learning environment. It's the combination of all of these qualities that create an inspiring space where students may take full advantage of the gift of education.



Overview

For more than 40 years, school districts have relied on Intermediate District 287 to customize services for their most challenging students and complex business needs.

Background

Intermediate District 287, one of only three intermediate districts in the state, was founded in 1967 by a group of school districts seeking to provide students with vocational education options. Since then, District 287 has grown to a consortium of 13 west metro suburban districts and added special education, gifted education and career tech to its long list of services and programs.

Sharing staff and resources is a cost-effective way for District 287's member districts to provide highly specialized educational programs to their students and families.

Member Districts

Bloomington, Brooklyn Center, Eden Prairie, Edina, Hopkins, Minnetonka, Orono, Osseo, Richfield, Robbinsdale, St. Louis Park, Wayzata and Westonka.

How District 287 is different from other districts

District 287 is a cooperative partnership. Students are referred for educational services by their district of residence. Services provided are based on choice of the member districts.

How District 287 is funded

Some programs are tuition based and others are fee for service.

Students Served by District 287*

Area Learning Centers	2,388
Career Tech	1,145
Gifted Education	1,437
Special Education	3,623
World Languages	915
Total	9,614

**Data from 2006-07. Students not necessarily enrolled in District 287 programs full time.*

Employees **869**

Because the services provided are often individualized for students' needs, District 287 employees are highly trained with expertise in very specific areas and specialized settings.

FACT SHEET

South Education Center

Different by Design

Opening Summer 2008



Intermediate District 287



South Education Center

- Purchased existing school site in 2003 - 7500 Penn Avenue South in Richfield
- Consolidate programs in fewer sites and own rather than lease space
- Opportunity to address student needs in design and construction

South Education Center

Different by Design



- District 287 Special Education Programs and Area Learning Center
- Richfield Schools Special Education



South Education Center

- Enrollment: 350 students, K-12
- 109,000 square feet, 3 stories
- Total budget: \$25.5 million
- Cost per square foot: \$235.40

Different by Design



- Went from “making do” to creating optimal environments for learning
- Two wings for programs
- Public and shared spaces occupy a central core, accessible to all programs

Different by Design: SUN Program

- Students with Unique Needs (SUN)
5-21 year olds with intense needs, such as autism, fetal alcohol disorders
- First floor; own bus drop-off location
- Access to multi-purpose room for recreation and calming
- Spaces carpeted with acoustical wall treatments to minimize noise

Different by Design: Transition Programs

- Intersect, InVEST Phase and VECTOR 18-21 year olds with disabilities
- Simulated apartment offers training in independent living skills such as food prep, laundry, personal business and housekeeping
- Students operate “school store” near cafeteria to gain retail experience

Different by Design:

Vocational Evaluation and Training

- Vocational Evaluation and Training (VET)
14-21 year olds with special needs
- Space looks and feels like a worksite, with a time clock at entry and a break room
- Center work area allows students to do light clerical and paper management to light industrial assembly or disassembly

Different by Design:

Area Learning Center

- Two ALC programs: Vista (pregnant and parenting students), WAVE (Work, Achievement, Values and Education)
- All housed on second floor
- 10 classrooms linked with full science lab, doubles as art classroom
- First floor daycare and parenting education
- Designed for maximum daylight

Design Partners



- AEC Firm: TSP
- LEED Certified (Leadership in Energy and Environmental Design)
- Collaborated with City of Richfield, neighborhood residents, Richfield Public Schools, Nine Mile Creek Watershed District, Xcel Energy

Different by Design: People and Planet

- Large windows with special glazing and sun control devices
- Ventilation delivers fresh air without mixing with contaminated air
- Materials are low VOC for better air quality
- Geothermal system captures earth's stored energy
- High efficiency light bulbs with occupancy sensors

Different by Design: People and Planet

- Car pooling encouraged
- Bike racks and shower facilities provided
- Regional train access
- Reflective roof reduces heat island effect
- Rain gardens reduce load on regional storm water system

Different by Design: Pocketbook



- Estimated annual energy savings: \$160,000
- SEC is 68% more energy efficient than a comparable-sized building built to code.

South Education Center

Learning Environments that are Different by Design



WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

STUDENT TRANSPORTATION SAFETY

POLICY: 723

Bus transportation shall be provided for students whose walking distance to school by the most reasonable, direct route exceeds the walking distances specified by regulation for the student's grade level. Bus transportation will also be provided for students whose walking route to school would necessitate crossing dangerous highways or would expose the pupil to other safety hazards.

The transportation policies of the School Board are aimed at providing a safe, efficient, and economical method of getting students to and from school. The Superintendent is directed to develop regulations which are necessary to govern the operation of such a program.

ADOPTED: October 10, 1994
AMENDED: April 9, 2007
FIRST READING: March 10, 2008

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

STUDENT TRANSPORTATION SAFETY

REGULATIONS: 723-R

I. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Materials

School bus safety materials, school bus rules, and bus stop rules must be distributed prior to the first day of school to all students. Students who register for school during the course of the school year must be given these materials upon registration.

B. Student Training

The School District shall provide students enrolled in grades kindergarten through 12 with school bus safety training. The training will be results-oriented and shall consist of practical training using a school bus. Upon completing the training, a student shall be able to demonstrate knowledge and understanding of at least the following competencies and concepts:

1. Transportation by school bus is a privilege not a right;
2. District policies for student conduct and school bus safety;
3. Appropriate conduct while on the bus;
4. The danger zones surrounding a school bus;
5. Procedures for safely boarding and leaving a school bus;
6. Procedures for safe vehicle lane crossing; and
7. School bus evacuation and other emergency procedures.

Student school bus safety training shall commence no later than the third week of school. Student school bus safety training shall be done twice a year. The School District may deny transportation to a student who fails to demonstrate the competencies, unless the student is unable to achieve the competencies due to a disability.

The District will, to the extent possible, provide kindergarten students with school bus safety training before the first day of school.

Pursuant to state law, students taking driver's training instructional courses in Wayzata Public Schools must receive training in the laws and proper procedures when operating a motor vehicle in the vicinity of a school bus.

The School District's curriculum for transportation safety is maintained and available for review in the ²⁸office of the Transportation Director.

II. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

Riding the school bus is a privilege, not a right. Students are expected to follow the same behavioral standards while riding school buses as are expected on school property or at school activities, functions, or events. All school rules are in effect while a student is riding the bus or at the bus stop.

Consequences for school bus/bus stop misconduct will be imposed by the building principal or the principal's designee. In addition, all school bus/bus stop misconduct will be reported to the District's Transportation Director. Serious misconduct will be reported to the Department of Public Safety and to local law enforcement.

A. School Bus and Bus Stop Rules

The School District school bus safety rules are to be posted on every bus. If these rules are broken, the School District's discipline procedures are to be followed. Consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the School District's transportation office/school office.

B. Rules at the Bus Stop

1. Get to your bus stop five minutes before your scheduled pick-up time. The school bus driver will not wait for late students.
2. Respect the property of others while waiting at your bus stop.
3. Keep your arms, legs, and belongings to yourself.
4. Use appropriate language.
5. Stay away from the street, road, or highway when waiting for the bus. Wait until the bus stops before approaching the bus.
6. After getting off the bus, move away from the bus.
7. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
8. No fighting, harassment, intimidation, or horseplay.
9. No use of alcohol, tobacco or drugs.

C. Rules on the Bus

1. Immediately follow the direction of the driver.
2. Sit in your seat facing forward.
3. Talk quietly and use appropriate language.

4. Keep all parts of your body inside the bus.
5. Keep your arms, legs, and belongings to yourself.
6. No fighting, harassment, intimidation, or horseplay.
7. Do not throw any object.
8. No eating, drinking, or use of tobacco or drugs.
9. Do not bring any weapon or dangerous objects on the school bus.
10. Do not damage the school bus.

D. Consequences

Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the School District. Parents or guardians will be notified of any suspension of bus privileges.

1. Elementary (K-5)

1st offense – Warning

2nd offense – 3 school day suspension from riding the bus

3rd offense – 5 school day suspension from riding the bus

4th offense – 10 school day suspension from riding the bus/meeting with parent

Further offenses – individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

NOTE: When a student goes 60 calendar days without a report, the student's consequences may start over at the first offense.

2. Secondary (6-12)

1st offense – warning

2nd offense – 5 day suspension from riding the bus

3rd offense – 10 day suspension from riding the bus

4th offense – 20 day suspension from riding the bus/meeting with parent(s)

5th offense – suspended from riding the bus for the remainder of the school year

3. Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school may also result from school bus/bus stop misconduct.

4. Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of serious misconduct will be provided to local law enforcement and the Department of Public Safety. Records may also be maintained in the transportation office.

5. Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in the loss of bus privileges until damages are paid.

6. Notice

Students will be given a copy of school bus and bus stop rules prior to or during school bus safety training.

III. PARENT AND GUARDIAN INVOLVEMENT**A. Parent/Guardian Responsibilities for Transportation Safety**

1. Become familiar with District rules and policies, regulations, and principles of school bus safety.
2. Assist students in understanding safety rules and encourage them to abide by them.
3. Recognize their responsibilities for the actions of their students.
4. Support safe riding practices and reasonable discipline efforts.
5. When appropriate, assist students in safely crossing local streets before boarding and after leaving the bus.
6. Support procedures for emergency evacuation, and procedures in emergencies as set up by the School District.
7. Respect the rights and privileges of others.

8. Communicate safety concerns to school administrators.
9. Monitor bus stops, if possible.
10. Support all efforts to improve school bus safety.

IV. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

All school bus drivers shall be adequately prepared, both physically and mentally, each day to perform required duties. These shall include:

- A. Operating the vehicle in a safe and efficient manner.
 1. **Safety.** The primary concern of each driver is safety. Drivers will exercise extreme caution during the loading and unloading process as well as when driving.
 2. **Defensive Driving.** All drivers are to drive defensively at all times. A definition of defensive driving is: driving in a manner to avoid accident involvement despite adverse conditions created by roads, weather, traffic, or errors of other drivers or pedestrians.
 3. **Driving Adjustments.** Winter and wet weather driving may require adjusting speed and normal driving practices to compensate for road conditions.
 4. **Emergency Doors.** Emergency doors must be free and operable. Under no circumstances may the doors be obstructed to prevent easy access.
 5. **Service Door.** The service door of the bus must be closed at all times while the bus is in motion.
 6. **Overloads.** The registration card in all vehicles designates the maximum number of passengers allowed to be carried. This limit cannot be exceeded. A driver should call the designated individual for instructions should a vehicle become overloaded.
 7. **Railroad Crossings.** All vehicles used to transport must stop at railroad crossings, using required procedures, whether they are loaded or empty. School buses shall not activate the eight-way lights; four-way hazard lights are to be used before stopping and when crossing the tracks.
 8. **Speeding and Other Moving Violations.** No bus will travel faster than road, traffic, and weather conditions safely permit, regardless of the posted speed limit. Any driver convicted of a moving violation with a school bus will face disciplinary action. Other reports or warnings regarding speeding will result in suspension and/or termination.

9. **Smoking Prohibited.** Smoking by either the driver or the passengers is prohibited on any school bus, Type III vehicle, or on school property.
- B. Conducting thorough pre-trip and post-trip inspections of the vehicle and special equipment.
1. **Bus Inspection.** Drivers are required to make a pre-trip inspection of the bus before each trip. Failure to do so is a violation of State law. Defects are to be reported promptly in writing. Drivers are required to check their buses for students, vandalism, and articles left on the bus after each route segment.
 2. **Safety Equipment.** All drivers are responsible for ensuring that the necessary safety equipment is aboard the bus, including fire extinguisher, first aid kit, bodily fluids clean-up kit, flashlight, reflectorized emergency warning device, and any additional items required by the District. Drivers of vehicles for disabled students will ensure all student health information cards are on board the bus.
 3. **Bus Cleaning.** Drivers are required to keep the interior of their buses swept and free of trash at all times.
 4. **Fueling.** The driver is responsible for ensuring that his or her assigned vehicle is adequately fueled before leaving the yard. Smoking is prohibited in the fueling area. The engine shall be turned off while fueling. Drivers ~~should~~must never fuel with passengers on board.
- C. Ensuring the safety, welfare and orderly conduct of passengers while on the bus. (See Section II.)
- D. Meeting emergency situations in accordance with operating procedures. (See Section V.)
- E. Communicating effectively with school staff, students, parents, law enforcement officials, and the motoring public.
1. **Relations with Students.** Bus drivers will treat students with respect and will refrain from any conduct which is intended or could be perceived as demeaning, intimidating, or harassing.
 2. **Relations with School Officials.** School officials can and will be of considerable assistance to drivers. They are trained in the education of students and it is in their best interest that control and discipline be maintained on the bus. Therefore, it is very important drivers have good relationships with the school officials and give them full cooperation.

3. **Relations with the Public.** It is important to remember that to the general public, the driver represents the School District. Buses are one of the most visible vehicles on the road. Drivers must deal with students, parents, and other motorists in a polite, professional, and considerate manner.
 4. **Student Discipline.** Although drivers are responsible for maintaining order on the bus, drivers must always remember that the types of actions they may use are limited. Drivers must never, under any circumstances, use corporal punishment. Drivers have no authority to deny a child the privilege of riding the bus, or drop the student at other than the designated stop. Any denial of bus-riding privileges can come only from the school authorities.
 5. **Route Changes.** No driver is to make changes in the pick-up or drop-off schedule for his or her route without prior authorization. No stops are to be added, deleted, or moved without approval. No driver may deviate from the established route without prior permission except as required by an emergency or temporary road conditions.
 6. **Route Problems.** Any problems, of whatever kind, encountered by a driver on the route or trip should be brought to the attention of the District Transportation Director as soon as possible.
 7. **Unauthorized Passengers.** Only authorized passengers may be transported in a bus. Any other passenger must be specifically approved by the District Transportation Director.
 8. **Notices.** It is the responsibility of the driver to check for notices each day and to check with his or her supervisor regularly.
- F.** Completing required reports.
- It is the responsibility of the driver to completely fill out and timely turn in all reports, discipline referrals, time cards, and mechanical defect slips as required. This includes all requirements pertaining to pre-trip inspections and stop-arm violation reports.
- G.** Passenger Safety
1. **Loading and Unloading.** Drivers will provide maximum safety for passengers during loading and unloading.
 2. **Standees Prohibited.** Standees are not allowed on a moving school bus. Drivers must not move a bus from a stopped position until all passengers are seated. Students are to remain seated until the bus has stopped.

3. Dangerous Articles. No weapons or articles that may be classified as dangerous may be transported on a school bus. This includes any and all weapons, gasoline cans, animals, and other dangerous or objectionable items. Possession of weapons on school property or the bus will not be tolerated. Companion dogs are allowed.

H. Wearing driver's seat belt whenever the bus is in motion.

Additional driver duties and responsibilities may be found in the driver handbook. All bus driver dismissals will be reported to the Department of Public Safety pursuant to Department of Public Safety directions.

V. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. All routes shall be on file with the School District's Transportation Director.
2. Only students assigned to the school bus by the District shall be transported. The number of students or other authorized passengers transported in or assigned to a school bus shall not be more than the legal capacity for the bus.
3. Drivers are to enforce the provisions of the school bus and bus stop rules as appropriate. Students may be released from the bus at only two points—the designated bus stop or at school—except in case of an emergency or as otherwise authorized.
4. The parent/guardian may designate by a signed, written request a day care facility, respite care facility, the residence of a relative or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet other eligibility requirements.
5. Students who misbehave severely may be returned to the school immediately and reported to the building principal or other designated individual.
6. There shall be no students in the bus while the fuel tank is being filled. On leaving the vehicle when students are in the bus, the driver shall stop the bus, remove the ignition key, set the brakes, and otherwise render the bus immobile.

7. Buses shall not be run backwards on the school grounds or any other point if it can be avoided. If it is necessary to run a bus backwards on school grounds, the driver shall have another responsible person act as a guard flagman in back of the bus to keep other persons out of the path and to issue warnings to the driver of approaching traffic. Drivers must announce on the radio before backing.
8. The driver must not follow closer than 500 feet when traveling on the highway.
9. No school bus shall pull any trailer when students are being transported on regular routes to or from school.
10. In case of an accident or breakdown of the bus, the driver shall contact the dispatcher using the two-way radio. If no radio contact is available, the driver shall not leave the bus, but shall send two responsible students to the nearest house to summon help.
11. The District may adopt such additional operating rules as are deemed necessary to meet local conditions and needs, provided they do not conflict with State laws and regulations.

B. Use of Signals, Loading, or Unloading

1. The driver shall activate the flashing eight-light system of the bus at least 300 feet before stopping to load or unload students when stopping in a speed zone of more than 35 miles per hour, and 100 feet before stopping in a speed zone of 35 miles per hour or less.
2. Bring the vehicle to a complete stop in the right hand lane of the roadway parallel to the center line.
3. Prior to discharging students, open door, activate red flashing lights, and extend the stop arm. Discharge students only after all traffic (front and rear) has come to a complete stop.
4. Keep door open and eight-light system operating until all students have been loaded or unloaded safely, students are seated, and children who must cross the roadway are safely across.
5. The driver should avoid loading or unloading students where the view is obstructed to other motorists for 200 feet in either direction.
6. The driver will not permit students to stand or get on or off the bus while it is in motion.

7. The driver will bring the bus to a full stop and disengage gears by shifting gear shift lever into neutral position or selector into neutral or park position before loading or unloading students.
8. Buses shall load and unload students only at designated locations.

C. Crossing Highways and Streets

1. The driver shall be responsible for ~~safely delivering~~ ensuring that the students who must cross the highway or street ~~by one of the following methods:~~
 - ~~a. Students shall pass approximately 10 feet in front of the school bus so as to be seen by the driver and cross the road only upon receiving a hand signal from the driver, or~~
 - ~~b. The student shall pass approximately 10 feet in front of the bus so as to be seen by the driver and be conducted across the road by the school bus patrol, or.~~
 - ~~c. The driver shall personally conduct the students across the road after following required procedures for disabling the bus.~~
 - d. The driver shall visually ascertain that students getting off the bus who do not need to cross the road are a safe distance from the bus before moving the vehicle.

D. Type III Vehicles

1. Type III vehicles are defined in state law as passenger cars, station wagons, vans and buses having a capacity of 10 or fewer people including the driver, and a gross vehicle weight rating of 10,000 pounds or less. Any vehicle designed to carry more than 10 passengers must meet all legal requirements for a school bus and cannot be treated as a Type III vehicle. Any Type III vehicle used to transport students must carry all emergency equipment listed in Section IV. B. 2. If District-owned, the District name will be clearly marked on the side of the vehicle.
2. Students must never be transported in vans that have a capacity of 10 passengers or more, including the driver, unless the van meets school bus licensing and safety standards. This requirement also applies to owned or rented vehicles at any location, including trips out of state.
3. Students will not be regularly transported in private vehicles. However, private vehicles may be used for convenience or in an emergency. The District has no system of inspection for private vehicles.

VI. SCHOOL BUS DRIVER TRAINING**A. Training**

All new bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction before transporting students and shall meet the competencies specified by the Department of Public Safety. All school bus drivers shall receive a minimum of eight hours of in-service training annually.

B. Evaluation

All drivers will be evaluated for the following competencies at least once annually:

1. Safely operate the type of school bus the driver will be driving.
2. Understand student behavior, including issues relating to students with disabilities.
3. Ensure orderly conduct of students on the bus and handle incidents of misconduct appropriately.
4. Know and understand relevant laws, rules of the road and local school bus safety policies.
5. Handle emergency situations.
6. Safely load and unload students.
7. Demonstrate proficiency in first aid and CPR procedures.

VII. EMERGENCY PROCEDURES**A. Fire**

In the event of a fire, the first priority is to evacuate the bus. Drivers will make certain passengers are safe before attempting to put out the fire.

B. Injuries/Medical Emergencies

Drivers will be familiar with first aid, including the use of epipens, and CPR procedures. Drivers should first contact the dispatcher to call 911 in the case of serious illness or injuries. Drivers should administer proper first aid in accordance with their training and level of ability. In the event a passenger is taken to the hospital, record the student's name and the name of the hospital where the student is sent.

C. Tornado

If there is likelihood that the tornado will hit a vehicle, and there is no escape route available or no time to drive to a safe location, the driver should evacuate the bus, taking the first aid kit. The driver will take the students to the basement of a nearby building or to the nearest depression or ditch upwind (toward the storm) of the bus far enough

away from the bus so that the bus will not roll over on them, and instruct them to cover their heads with their arms. If the students are wearing coats or jackets, these can be used to provide additional protection for their heads and bodies. Drivers should take only the first aid kit from the bus.

If drivers are on the road when they hear a tornado warning or spot a funnel, and there is no time to evacuate the students after stopping the bus, drivers should have the students assume the protective position, remaining in their seats, with their heads below window level.

D. Evacuation

Drivers should evacuate buses only when there is a danger of fire, collision, or other potential hazard. Drivers should inform passengers that there is an emergency and, in very calm and precise terms, tell them exactly what they are to do. When possible to do so safely, drivers will keep all evacuees a minimum of 100 feet from the bus. They should be loaded back onto the bus only when the driver has determined it is safe to do so.

E. Accident

In case of an accident, the driver should immediately assess students for injuries and begin any emergency first aid procedures if necessary. The driver must also notify the School District and law enforcement of any school bus accidents immediately.

Upon providing emergency care and notifying the District, the driver shall:

1. In cooperation with police officer and/or ambulance service, assist with the care of students.
2. See that all injured students receive proper care.
3. Determine facts pertaining to an accident.
4. Call Transportation/District staff to give list of names and circumstances so they can begin calling parents.
5. Discuss the accident only with police and School District officials.
6. Record all students' names.
7. Not leave the scene of an accident until released by the driver's supervisor.

Before leaving for the day, the driver shall fill out an accident report. All bus accidents will be reported to the Department of Public Safety.

F. Cold Weather Stop

If a driver is stuck or stalled in cold weather, the driver should call for assistance and wait for help. The driver should avoid relying on the engine to provide heat for the driver and passengers as long as possible.

If it is necessary to run the engine to provide heat, the driver will make sure the exhaust pipe is clear of snow, open windows for ventilation, and check passengers frequently for headaches or drowsiness.

G. Dangerous Weapons

If a driver observes or learns that a passenger may have a dangerous weapon on the bus, he or she should remain calm and call for assistance using a pre-determined code. The driver should give the location of the bus to the dispatcher, continue the route and wait for assistance. The driver should not inform the passenger suspected of having the weapon that he or she knows of the weapon.

H. Lights

In an emergency stop, the driver must turn on the four-way hazard warning lights, and running or clearance lights.

I. Getting Assistance

Drivers shall use the two-way radio communication system to get assistance. Drivers shall report the location and number of the bus, the nature of the problem, and the status of the passengers. If the driver cannot use a radio to contact the dispatcher, the driver should ask a passerby or other motorist to do so from the nearest telephone. The driver should write out the number and location of the school bus, the nature of the emergency, and the status of the passengers.

VIII. VEHICLE MAINTENANCE STANDARDS

- A.** All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the School District.
- B.** All school vehicles shall be inspected in accordance with legal requirements.

EFFECTIVE: October 10, 1994
MODIFIED: April 9, 2007
MODIFIED: July 10, 2007
MODIFIED: March 10, 2008

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

**OPERATION OF DISTRICT-OWNED
ACTIVITY BUS**

POLICY: 728

The School Board is deeply concerned about the safety of students and staff who are transported to and from activities in a District-owned activity bus. Only employees of the District may drive a District-owned activity bus. Any employee who operates a District-owned activity bus must meet the following requirements:

1. The operator of the activity bus must be at least twenty-one (21) years of age.
2. The operator of the activity bus must have no prior DUI (Driving Under the Influence) or DWI (Driving While Intoxicated) convictions.
3. The operator of the activity bus must complete safety training annually.
4. The operator of the activity bus must meet all other applicable licensing requirements.
5. The operator of the activity bus must agree to be subject to random drug testing in the same manner as commercially-licensed drivers for the District's bus contractors.
6. The District must have on file a background investigation of the operator of the activity bus that meets the requirements of state law.

ADOPTED: March 11, 2002
AMENDED: April 9, 2007
FIRST READING: March 10, 2008

Wayzata High School Counseling Department

Connecting with Students and Parents

Meeting with Students

- Counselors meet with students one-on-one and in a group setting throughout the year
- Counselors meet with students regarding a variety of topics
 - Personal/Social
 - Academic
 - Career

Group Guidance

- Seniors
 - September and May
- Juniors
 - September, January and May
- Sophomores
 - September and February
- Freshmen
 - February

Freshmen

February

- How to Read Your Transcript
- Graduation Requirements
- How GPA is Computed
- Registration Information

**Extra support provided through teams which are being expanded for the 2008-2009 school year

Sophomores

September

- Guidance Services
- Graduation Requirements
- PLAN Test
- Academic Planning
- Extra-curricular Activities

February

- Graduation Requirements
- Registration
- PSEO/HTC
- PLAN Test Results

Juniors

September

- Gathering Information
- Graduation Requirements
- PSAT/ACT/SAT
- Test Preparation
- Options After High School
- College Admissions

January

- Registration
- Graduation Requirements
- Senioritis
- PSEO/HTC
- Options After High School
- GRC
- Technology Resources

May

- Graduation Requirements
- Summer School
- Options After High School
- College Visits
- Testing and Resources
- Technology Resources

Senior Presentations

September

Post High School Planning

- Graduation Requirements
- Technology Resources
- Variety of Options
- College Applications
- College Entrance Exams
- Letters of Recommendation
- Scholarships

May

Life After High School

- How to Prepare
- Saying Goodbye
- Roommates
- Laundry
- Credit/Financial Issues
- Health
- Academic Advice

Other Classroom Presentations & Groups

- Health Classes & Personal Family Issues
 - Sexual Violence
- Communications Classes
 - Writing the College Essay
- Careers Classes

- Grief Group
- Eating Disorder Group

After School Presentations

- The counselors have conducted presentations outside the school day
 - MCIS
 - Naviance
 - Writing Your College Essay
- The Guidance Resource Center (GRC) is open evenings during conferences, open house, curriculum night and student schedule night

Parent Presentations

- September
 - Senior Parents--Post High School Planning
- January
 - Junior & Senior Parents—Financial Aid
 - Sophomore & Junior Parents—Post High School Planning
- February
 - Freshmen Parent Night
 - Eighth Grade Parent Nights
- March
 - Sophomores and Juniors—Selective College Workshop
- May
 - Senior Parents—Helping Your Student Transition from HS to College

Addressing the Achievement Gap

Study Group

- Specifically related to closing the goal of closing the achievement gap, an effort will be made to use and evaluate district achievement data with the ultimate goal of having specific programming in place to meet the needs of our diverse population. Programs already in place at St. Louis Park High School and other schools will be reviewed to gain perspective and direction.

Boys to Men Circle

- Group for African American boys in grades 9-12.
- Weekly support and advocacy group where the students meet to talk about school successes, barriers, needs, etc.
- The goals of the group are to increase academic performance, social skills and support students with personal issues.

African American Girls Group

- African-American women in grades 10-12th.
The purpose of this group is to provide a forum for African-American women to discuss topics that are important to them in a respectful way. The goal of the group is to promote leadership skills, communication, unity, and self-esteem. We hope to provide a place for young African-American women to express themselves and to receive support from each other so that they can become successful and confident women after they graduate from Wayzata High School.

Technology

Counseling Website

Academic Information

- Group Guidance Presentations
 - High School Profile
 - PSEO
 - Advanced Placement
 - Planning Calendar
 - Test Preparation
-
- We also have a page with news for parents

Counseling Website

- Post-Secondary Planning
 - Applying to College
 - Campus Visits
 - College Entrance Testing
 - College Interviews
 - Common Application
 - Financial Aid
 - Information for Students with Disabilities
 - Letters of Recommendation
 - NCAA Eligibility
 - Necessary Paperwork
 - Non-4-Year College Options
 - Planning Websites
 - Transitioning from High School to College
 - Writing the College Essay

Counseling Website

- Personal Counseling Links
 - Anxiety and Depression
 - Chemical Health
 - Eating Disorders
 - Resources (phone numbers and websites)
 - Suicide

eSubscriptions

- The counseling office launched eSubscriptions at the beginning of the 2007-2008 school year.
- A new way to stay connected to WHS
- Grade specific reminders and news

MCIS

Minnesota Career Information System

<http://mncis.intocareers.org>

- A computer-based system that combines a wealth of career and educational information into one comprehensive, easy-to-use career exploration tool.

4 Main Components

- Occupations and Employment
- Education and Training
- Assessment Tools
- Practice Tests

MCIS

Occupations

Search using the 16 career clusters or by selecting a specific career title to find:

- General Work Activities
- Helpful High School Courses
- Skills & Abilities
- Physical Demands/Working Conditions
- Hiring Practices
- Wages
- Employment Outlook
- Advancement

Education & Training

- Programs of Study
- Minnesota Colleges
- Colleges throughout the United States
- Undergraduate and Graduate School Sort—search by major, degree, location, setting, type, size, admission requirements, etc
- Financial Aid
- Apprenticeships

Assessment Tools

- IDEAS
- SKILLS
- O*NET

Practice Tests

- ACT
- AP
- SAT I & II
- PSAT
- ASVAB
- GED
- CLEP

Naviance

Web-based resource that supports course, career, and college planning

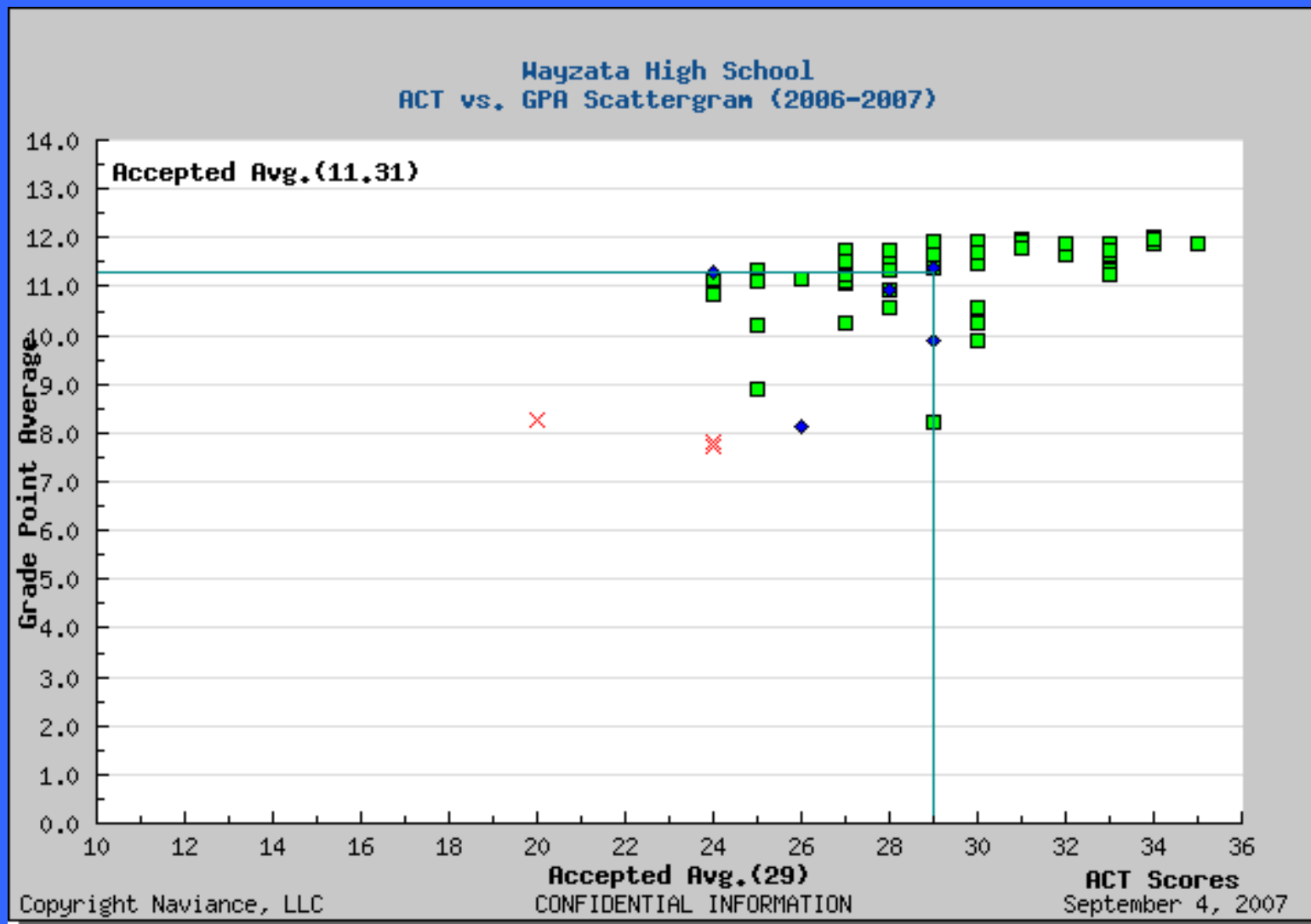
What will I find on Naviance?

- ***College Lookup Visit Schedule***
 - As college representatives schedule information sessions at Wayzata, these are posted online.
- ***College Search***
 - Enter criteria such as size, location, cost, availability of specific majors or athletic programs, and students can produce a list of colleges that meet their criteria.
- **Acceptance History**
 - This feature shows all colleges to which Wayzata students have been accepted.
- **Scattergrams**
 - A graphical view of application outcomes (accepted, denied, waitlisted) at a college for recent Wayzata applicants, using GPA and SAT scores. Students can gauge their chances of acceptance by comparing personal GPA/SAT numbers with those of successful applicants.

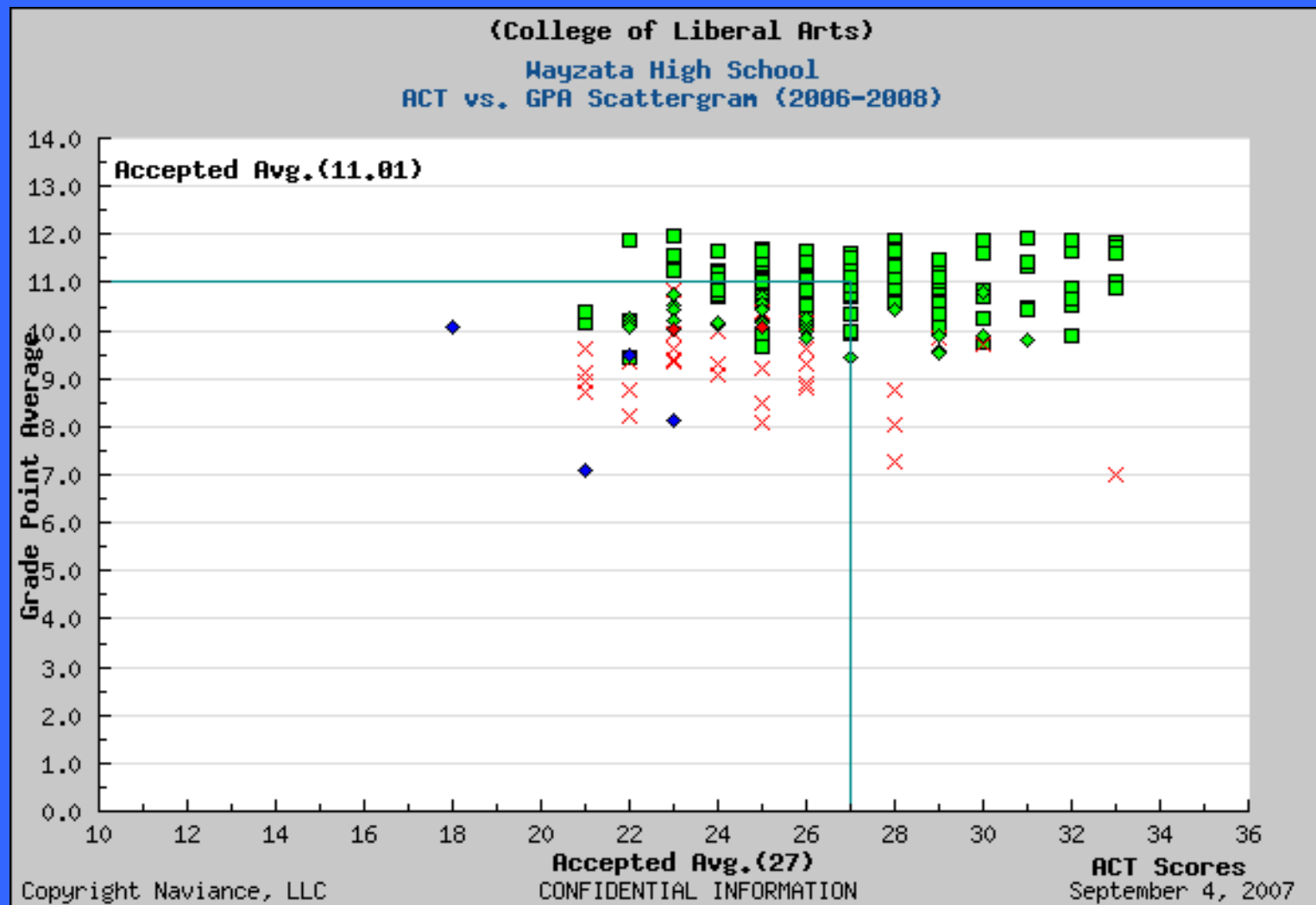
Naviance

- Students can....
 - Conduct a college search
 - Look-up information on various colleges
 - Compare colleges side by side
 - View scattergrams
 - View when colleges will be visiting WHS
 - Find out when transcripts/applications have been sent

St. Olaf College Scattergram



Univ. MN-TC College of Liberal Arts



Just 5 Clicks

- Counselors have been through training and continue to work together to locate and evaluate test scores and other data

Questions?

Wayzata High School

MDE Visit

January 28, 2008



Increasing Student Achievement



...by improving our systems

...by improving our programs

...by improving our practices

2007-08 WHS Q-Comp Goal

- By June 2008, 97% of the seniors from Wayzata High School will have successfully passed the state required exit exams [i.e. math, reading, writing, science].

The Challenge

- **Uniting a comprehensive high school behind a single, measurable, focus/ common goal**
 - **180+ licensed staff [FT/PT] and 7 Administrators**
 - **Staff Turn-over [40+ new staff]**
 - **4 Grade Levels**
 - **13 Departments**
 - **3200 students**
 - **2 Building Professional Development ½ Days [8 hours of professional development]**
 - **Common State Assessments given in 3 subject areas and in 2 grade levels**



Year Two

- Building Upon Our Successes
- Improving Upon Our Weaknesses



Building on the Systems, Programs, and Practices Already in Place

- Maintaining our Focus on Creating a 21st Century High School
- 9 – 12 Advisory Program
- Increasing Communication with Students Regarding Exit Exams
- 9 – 12 Literacy Coach
- Developing Courses and Study Groups for the Academy for Wayzata Educators
- Peer Coaches
- 9th Grade Interdisciplinary Team
- Refocused Counseling Department
- Teacher Assistance Team (TAT)
- ELL Cultural Literacy Class
- Math Support Center [built into the schedule with dedicated staff]
- MoPro Project Lab [Senior Research Project]

Step One: Communicating Our Goal

- Professional Development Report to Staff and Department Heads (Spring 07, Fall 07)
- Peer Coaches met with all staff (August 07)
- Connecting *Individual Professional Growth Goals* to the Building QComp Goal (Fall 07)
- Posting the Goal and PD Calendar in Staff Work Areas (Fall 07)
- Aligning QComp Goal with Building Professional Development Options and Academy Classes (On-going)

Step Two: Building On Our Successes from Year One

■ Changing the Culture at WHS

1. Focusing on Student Achievement and Using Data to Inform Our Practice

- Examples: Identifying under-represented populations and providing increased access to rigorous classes; Creating common formative and summative assessments in 9th Grade Physical Science

2. Building Reflection into Our Practice

- Examples: Identified 40+ staff members who are involved in teams, projects or initiatives that directly connect to the building goal and asked them to complete routine reflections on their progress; Follow-up to November Professional Development Activities

Created tips for running meetings focused on Student Achievement and revised Building QComp Reflection form to better meet the needs of WHS staff

Wayzata High School Alt. Comp. Reflection Form
Please complete this form at the conclusion of your activity [e.g. team meeting, Academy Class, professional development session, etc.] and submit to the Professional Development P.O. Box. The information you provide, in addition to the work you do, will be used as evidence of progress towards the building Alt. Comp. goal.
Information Compiled by:
Name of Activity [including grade level or department if applicable]:
Date:
WHS Site Goal – By June of 2008, 97% of the seniors from WHS will have successfully passed the state required exit exams (e.g. reading, writing, math).
Briefly summarize how today's work [e.g. meeting, agenda, session, class] relates to the site goal.
How do we anticipate that our work today will increase student achievement?
What actions do we need to take prior to our next meeting [e.g. classroom applications of new content/skill, gathering student work samples or other data points, implementation of intervention, etc.]?

Strategies to Help Teams Increase Effectiveness and Focus on Student Achievement

1. Define meeting expectations or establish a set of group norms. Identify a group facilitator.
2. Create a calendar listing meetings dates, times and locations.
3. Create a SMART goal for your team as it relates to the building goal.
4. Clearly identify group tasks or set an agenda to keep the team focused on the job at hand.
5. Create a system [log] to keep track of students, concerns, interventions, results, etc. Please keep in mind confidentiality issues [e.g. first names plus last initial or assign a reference number].
6. Identify student benchmarks or targets to help determine progress towards the site goal.
7. Create common formative assessments and rubrics to use in identifying skill development areas as well as areas of mastery.
8. Celebrate your successes and short-term wins! Be positive!

When and where appropriate, please attach evidence of the above to this form and submit to the Professional Development P.O. Box.

Questions To Ask That Will Help Facilitate a Focus on Student Achievement

- ◆ What do we want all students to know? Be able to do?
- ◆ How will (do) we know when they've learned it?
- ◆ What do we do about the student(s) who are not being successful? Not learning?
- ◆ Do you have any students you are concerned about?
- ◆ How do you [we] know when a student does not have mastery of a particular skill?
- ◆ What evidence supports our professional evaluation?
- ◆ How will we define the criteria that we will use to identify students who may be at risk?
- ◆ What are we doing to meet the needs of our underperforming kids? Our top kids?
- ◆ What is an alternative strategy we could try to help this student achieve their full potential?
- ◆ How will we know if an intervention is successful?
- ◆ What roadblocks are we encountering that may be hindering our progress in helping this student be successful? How might we overcome these issues? Who can help us?

- Expanded 9th Grade Interdisciplinary Program
- Implemented AVID [Advancement Via Individual Determination] course and trained staff
- Created Multiple Professional Development Opportunities for staff to more fully address their practice as it relates to the Building QComp Goal
 - Lesson Study
 - NUA (Added Cohorts 4 and 5)
 - Exposed Brick Performances and Follow-Up
 - The Academy for Wayzata Educator's (AWE)
 - District Leadership focus on Developing Common Formative and Common Summative Assessments

Step Three: Benchmarks of Success to Date

■ Integrating Our Goal into Daily Practice

Evidenced by:

1. A deeper understanding of the connections between our QComp goal and 21st Century Literacy Initiatives [functional/basic skills, content literacy, technology integration, cultural literacy, information management]
2. A deeper understanding of the connections between our QComp goal and established departmental goals addressing the achievement gap [in conjunction with the district's Equity plan]
3. Deeper, more focused involvement from ALL 9 – 12 staff
 - ALC, Counseling, Administrative Team, 9th Grade Interdisciplinary Teams, Curriculum Writing Components, Department and Team Meetings, Study Groups, Academy Courses, Lesson Study, NUA participants

■ Focusing On Student Achievement by Improving our Practice

Evidenced by:

1. WHS Staff are participating in over 30 different Academy Classes or Study Groups [88% of staff involved]
 - Examples: Differentiation in Practice, Lesson Study, Technology Integration and Multiple Intelligences, Integrating Moodle into the Secondary Classroom, and Thinking Maps Extravaganza
2. Professional Development Opportunities provided for staff to attend various workshops, conferences, and on-going seminars that address aspects of the Q-Comp goal
 - Examples: the Freshman Transition Initiative, AVID, Climbing the Data Ladder, How to Motivate Difficult Students, High School Redesign Action Conferences, Best Practice Seminars and Conferences hosted by state organizations such as WAFLT, MCSS, and NCEE, Brain Research, Power Standards and Developing Common Assessments, NUA summer session

■ Translating our Professional Development Efforts into Classroom Practice

Evidenced by:

1. Artifacts from the Interest Development Center
 - Lesson Study Examples
 - NUA Examples [literacy strategies]
 - AWE Examples [differentiation, literacy]
 - Technology Integration Examples [Moodle, SmartBoard]

2. Observations from Peer Coaches
 - Rubric [looking for evidence of differentiation, formative and summative assessment, NUA strategies, etc.]

■ Interventions Leading to Success

Evidenced by:

1. BST Math Prep Class

- Counselors identified 11th/12th grade students who had not passed the BST Math test
- Class met for 2 weeks before the January test date
- 50% of the students passed



- Those that did not pass will retake the BST Math test in February. Our next steps:
 - ALEKS Math Introduced
 - ILP developed based on BST results
 - Testing Accommodations

■ Regularly Scheduled Team Meetings Focused on Student Achievement

Evidenced by:

1. Wayzata High School Alt. Comp. Reflection Form
 - Alternative Learning Center Team Meetings
 - 9th Grade Interdisciplinary Teams Meetings
 - Counseling Department Meetings
 - TAT Meetings

Plans for 2008-09

- Increase 9th grade Interdisciplinary teams from 2 to 5
- Add AVID at the 9th and 11th grades; Add AP AVID component
- Add 1.0 FTE NUA Coach to the Building
 - Language, Culture and Cognition; High Intellectual Performance; Strategies to Achieve Goals
- Add 1.0 FTE Student Achievement Liaison
 - Address achievement gap issues, provide student and familial support, data mining
- Unwrapping and Powering Standards for 9 - 12 Courses
 - Developing Common Formative and Common Summative Assessments



Character and Scholarship for Life!

Memo

To: Wayzata Public Schools Board of Education
From: Lori Fildes
CC: Special Services Leadership
Date: 3/19/2008
Re: March 24, 2008 Board Work Session

I want to thank the Board for the opportunity to present a report and overview of the District's Special Services programs. Our department appreciates this annual opportunity to inform the board of key components in Special Education, the English Language Learner Program, Health Services, Section 504, and Home Bound Instruction. You will find for your preview, a Power Point presentation that provides an overview of what will be discussed. In addition, I am providing you with a copy of a handout given to building principals that provides a brief overview of Response to Intervention (RtI), one of the key initiatives currently in special and general education. We welcome the Board's input and look forward to the discussion at the March 24, 2008 Work Session.



Wayzata Public Schools Special Services

Report to the Board of Education
Work Session
March 24, 2008



Special Services

To Be Discussed:

- Overview of Special Services Areas
- Students Served
- Supporting Personnel
- Funding
- Department Program Priorities



Special Services

Special Services Office:

- Special Education
- English Language Learner Program
Title III
- District Health Services
- Section 504
- Home Bound Instruction

Wayzata Public Schools Special Services

Special Education

Student Demographics

- 14 Disability Categories
- 2007 Child Count = 868 resident students
- Average Child Count for 5 years = 9.37
- Actual Number of students served = 1071



Special Services

Special Education

Students Served

Primary Disability areas

- Specific Learning Disabilities
- Speech and Language
- Emotional and Behavioral Disorders
- Other Health Disabilities

Wayzata Public Schools Special Services

Special Education

Supporting Personnel

- Licensed Staff = 99.8 FTE (+ .70)
- Paraprofessionals = 145.4 FTE (+ 1.7)
- Intermediate District – Itinerant Services and Setting IV programs
- Independent Contractors – Specialty areas such as mental health consultation



Special Services

Special Education

Funding – Federal Allocation

2002-03 = \$981,000

2003-04 = \$1,209,608

2004-05 = \$1,552,417

2005-06 = \$1,530,627

2006-07 = \$1,537,229

2007-08 = \$1,621,899



Special Services

Special Education

Funding

Based on current year expenditures

- 68% of salary (not including benefits)
- 52% of Contracted Services
- 48% Materials and Supplies
- Excess Cost Aid
- Transportation Revenue
- Vocational Aid – Work Experience Handicapped
- Tuition Revenue



Special Services

Special Education

Department and Program Initiatives

- Feasibility Study for Transition Program
- Program Improvement: EBD Cohort
- Response to Intervention (RtI)



Special Services

Special Education

Department and Program Initiatives: Rtl

- Process for providing intensive intervention to struggling learners
- Based on a review of assessment data
- Students placed on one of three tiers
- Provision of intensive scientifically research based intervention at Tiers II and III
- Academic and Positive Behavior Supports
- Continuous progress monitoring



Special Services

Special Education

Department and Program Initiatives: Rtl

- District Steering Committee
- District Leadership Team: General Ed. Focus
- 3-5 year process (could replace traditional eligibility criteria for special ed.)
- Activities to Date: Pilot project, Rtl Summit, District leadership, two half day meetings



Special Services

English Language Learners Program

Students Served = 208

Primary Languages = Spanish, Russian,
Somali

Licensed Staff = 6.0 FTE

Paraprofessionals = 46 hours



Special Services

English Language Learner Program

Funding

- FY 2008 Federal Title III = \$29,582.07
- FY 2007 State Aid for LEP = \$120,873.50

English Language Learner Program

Program Initiatives

- Review of Elementary Curriculum – partner with Language Arts Review
- Review of Entrance and Exit Procedures for identifying students LEP
- Assessment = TEAE, MNSOLOM, MTELL, MCA's, MAP, Entrance/Exit Tests

Wayzata Public Schools Special Services

District Health Services

Students Served = All eleven District buildings and non-publics

Licensed Staff = 3.5 Licensed School Nurses

Health Paraprofessionals = 11.0 FTE (+ non-public)

Health Screening = Independent Contract

Wayzata Public Schools Special Services

District Health Services

Funding = General Education Fund, State dollars
to support non-publics

Department and Program Initiatives

- No Shots No School
- Supporting students with severe allergies
- Health Screening procedures
- Streamlining student health information through technology



Special Services

Section 504

Required reasonable accommodations as per the Rehabilitation Act of 1973

Students Served = approximately 125

District Representative = Annie Doughty

District Section 504 Coordinator = L. Fildes

Building Section 504 Coordinators = 11

Funding = General Education Fund



Special Services

Homebound Instruction

- Students Served = students determined unable to attend school
- Doctor's recommendation or IEP team decision
- As a result of chronic illness, mental health disorder, other disability related need
- Licensed Staff = recruited as needed
- Funding = State Aid
- Instruction = One hour for each school day missed
- Instruction = Tutor coordinates with general education teachers



Special Services

Special Thanks to the Special Services Team

Bonnie Johnson, Special Education Supervisor

Donna Marget, ECSE Coordinator

Jeri Johnson, Special Education Supervisor

Jennifer Welk, Special Services Office Manager

Katy Boutang, Special Services Office Para

Lauren Ingwaldson, Special Services Secretary

All Licensed and Paraprofessional Staff for their talents and
commitment to the students and families we serve

Wayzata Special Education Advisory Council (WSEAC)



Special Services

Special Thanks to the Wayzata Public
Schools Board of Education

Your support of the students and families we
serve is greatly appreciated and valued.

WAYZATA PUBLIC SCHOOLS
Special Services
RTI Message for Building Principals
02/29/08

Some staff may be aware of the State and National initiative referred to as Response to Intervention (RTI). RTI is the practice of providing high-quality instruction and interventions matched to student need, monitoring progress frequently to make decisions about changes in instruction or goals and applying child response data to important educational decisions. Should students not respond to intense, high-quality, scientifically-based instruction, RTI could become a part of the process of identifying students for special education services. RTI should be applied to decisions in general, remedial, and special education. This provides for a well-integrated system of instruction/intervention guided by child outcome data. Child outcome data are essential to:

- Making accurate decisions about the effectiveness of general and remedial education instruction/interventions;
- Making early identification/intervention with academic and behavioral problems;
- Preventing unnecessary and excessive identification of students with disabilities;
- Deciding eligibility for special programs, including special education; and
- Determining individual education programs as well as delivering and evaluating special education services.

In this District, we have begun to study the implementation of an RTI system for early intervention and identification of students with learning problems, including students who may have disabilities. We have accomplished the following activities to date:

- Piloted two intervention models in GW and KL during the 2006-07 school year.
- Trained several primary level teachers and special ed. in GW and KL on intensive interventions for reading.
- Sent teams from several elementary building to Rochester for the RTI leadership summit, September 2007.
- Created a “steering committee” to assist in developing an RTI leadership team.
- Scheduled two meetings (1-15-08 and 3-6-08) with leadership team members to create awareness of RTI and discuss the feasibility of implementing an RTI system in Wayzata. (see attached members of leadership team).

Simply put, RTI is a system for organizing students into a three tier system for identifying needed instruction approaches. Under an RTI model it is assumed that about 80% of students in a classroom can respond favorably to traditional instructional methods and differentiation. This makes up Tier 1. Tier 2 is comprised of about 15% of the student population and assumes that these students will require more intensive and directed small group instruction, based on diagnostic assessment. Progress is monitored periodically for the effectiveness of the intervention. Students who are in Tier 3 make up 5% of the population and require very intensive 1:1 instruction and frequent progress monitoring. Students who do not respond to Tier 3 instruction may require special education. Given movement through the three tier system, a student could possibly be

eligible for special education in replacement of the ability/achievement discrepancy model.

This system for providing early identification, intensive intervention, and frequent progress monitoring is allowable under Federal Special Education Law as a replacement for the traditional eligibility process for specific learning disabilities. The leadership team is interested in moving in this direction. However, it is critical that we have common systems in place in each building to insure that we are:

- Evaluating students and placing them in the appropriate Tiers
- Providing professional development that leads to intensive instruction that is scientifically research based
- Continuously progress monitoring students that are receiving instruction in Tiers 2 and 3
- Collecting data that demonstrates student achievement through the Tiers
- Making decisions for special education eligibility based on the results of the data

Stay tuned.....this is a work in progress. If the District moves in this direction it will take time to implement appropriately. The leadership team is open to your thoughts as we continue to learn.

**MAINTENANCE FACILITY LEASE AGREEMENT
PLYMOUTH, MINNESOTA**

THIS LEASE AGREEMENT ("Lease"), dated as of the ___ th day of _____, 2008, is entered into by and between HANUS ENTERPRISES, LLP, a Minnesota general partnership ("Landlord") and INDEPENDENT SCHOOL DISTRICT NO. 284, an independent school district under the laws of the State of Minnesota ("Tenant").

The obligations of Landlord and Tenant under the following Lease are subject to and conditioned upon the termination of that certain existing lease with Ryder Student Transportation Services, now known as First Student, Inc. dated October 15, 1997 for the Premises described herein (the "First Student Lease"). Landlord represents and warrants that the First Student Lease will expire on July 31, 2008, and that Landlord has the legal authority to lease the Premises described below to Tenant effective as of August 1, 2008.

Subject to the termination of the First Student Lease, and subject to the following terms and conditions, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises located at 15625 32nd Avenue, Plymouth, Minnesota 55447, being more particularly described on Exhibit A attached hereto and incorporated herein, together with all improvements, fixtures, and appurtenances belonging to or pertaining to the demised premises along with ingress and egress to all adjacent highways, roads, streets, and lanes, either public or private (collectively the "Premises").

1. TERM.

This Lease shall be for an initial term of eight (8) years, commencing on August 1, 2008 ("Commencement Date") and terminating on July 31, 2016 (the "Initial Term"), subject to Tenant's rights to renew the Lease pursuant to Section 18 herein. If the First Student Lease is terminated, and the tenant vacates the Premises, as of a date earlier than August 1, 2008, Tenant shall have the right to early occupancy of the Premises, for set-up purposes as of July 1, 2008 ("Early Occupancy Date"), under the same terms and conditions of this Lease, including the obligation to pay Base Rent or Operating Expenses during such early occupancy period until the Commencement Date. Notwithstanding anything in this Lease to the contrary, if Landlord for any reason whatsoever cannot deliver possession of the Premises to the Tenant on the Early Occupancy Date, the Lease shall not be void or voidable, nor shall Landlord be liable for any loss or damage resulting therefrom.

2. RENT. Tenant agrees to pay to Landlord during the first-year of the Initial Term annual rent ("Rent") in the sum of \$7,500.00 per month subject to the CPI adjustment adjusted for any Consumer Price Index change calculated pursuant to the language below. The Rent shall be due and payable in equal monthly installments payable in advance on the first day of each month. Rent for partial months shall be pro rated based upon the number of days of the month which are within the term of the Lease. Commencing on August 1, 2009 and on each successive August 1st (each such anniversary called "Adjustment Date") during the Initial Term and any Extension Term of this Lease, the annual rental due and payable from Tenant shall be adjusted by increasing the annual rental which was due for the immediately preceding twelve month period by the percentage increase, if any, in the Consumer Price Index for all items, U.S. city average (1982-84 equals 100) published by the Bureau of Labor Statistic of the United" States Department of Labor for the immediately preceding 12 month period from September 1 through August 31. Landlord shall provide Tenant with written notice of the increased annual rent (together with a statement of how such increase was calculated) as soon as is possible after the Adjustment Date as specified above and thereafter the increased annual rental shall be due and payable from Tenant in equal monthly installments in the same manner as provided above. Tenant shall not be required to pay a security deposit to Landlord. Any additional amounts owed hereunder by Tenant shall be considered "Rent." All Rent owed under this Lease shall be paid without abatement, offset or deduction, unless expressly provided herein.

3. USE OF PREMISES. The Premises maybe used and occupied for the purpose of operating a bus transportation company, including the leasing, washing, maintenance, parking and fueling of buses ("Intended Use")

or for any other legal purpose. Landlord warrants that there are no zoning restrictions or other governmental ordinances of any type whatsoever that will prevent or interfere with the Intended Use.

4. CONDITION OF PREMISES.

A. On or before April 1, 2008, Tenant may make, at its expense, two separate inspections of the Premises. One such inspection shall be made by an independent consultant for identifying structural and repair issues. The second inspection shall be a phase one environmental audit by an independent consultant and if recommended by such environmental consultant, a phase two environmental audit. If any such inspection identifies issues which costs less than \$5,000 to remedy, Landlord shall remedy the issue as soon as possible. If the identified issues cost more than \$5,000 to cure, the parties hereto shall negotiate how to allocate such additional cost and responsibility to remedy such issues. If the parties do not enter into a mutually satisfactory resolution of such issues on or before April 30, 2008, or in the case of issues arising out of a Phase II audit, on or before June 27, 2008 (the "Contingency Date"), Tenant may terminate the Lease at any time by written notice to Landlord given on or before such date.

Tenant shall indemnify and hold Landlord harmless from and against any liability arising from or related to the inspections and assessments performed by Tenant or its agents or employees pursuant to this Section 4.A, provided that Tenant shall not be liable for any pre-existing violation of any statute, ordinance, law or regulation..

B. Subject to Section 4.A., Tenant hereby (i) accepts the condition of the Premises on an "as is" basis and (ii) acknowledges that the Landlord has made no representations or warranties to Tenant concerning the condition of the Premises, environmental or otherwise, other than as otherwise set forth in this Lease.

C. Tenant shall use reasonable efforts to obtain any permits, licenses, approvals, permissions, or other governmental authorizations (collectively the "Authorizations") required for Tenant's Intended Use of the Premises. Tenant's acceptance of the Premises and of this Lease is hereby made conditional upon receipt of all such Authorizations materially required for Tenant's Intended Use. In the event that Tenant is unable to obtain all such Authorizations on or before the Contingency Date, or that zoning restrictions, governmental ordinances and existence of condemnation proceedings are not as warranted, Tenant shall have the option to terminate this Lease by written notice to Landlord given on or before such date.

5. TENANT'S MAINTENANCE. Tenant shall, at its own expense, maintain the interior and exterior of the Premises in the same condition as when received, ordinary wear and tear, natural deterioration and casualty damage excepted. Tenant will be responsible for all general maintenance and repair costs associated with Tenant's use of the Premises, and for repairs to or replacement of the roof, foundation, structural frame, walls, fuel and other storage tanks (including pumps and associated piping and appurtenances), mechanical systems (including, but not limited to, the heating, air conditioning, electrical, plumbing, and sanitary sewer), parking lot, driveways and curb cuts. Tenant shall be responsible for general housekeeping, snow removal and cutting the grass as necessary. Notwithstanding the foregoing, Landlord shall pay the cost of any necessary repair or replacement of the currently existing improvements on the Premises which is individually in excess of \$20,000, and which is characterized as a depreciable capital improvement under generally accepted accounting principles. Tenant shall repay such cost of any such improvement, with interest the rate of seven percent (7%) per annum as additional rent hereunder in monthly installments equal to the total cost of such improvement divided by the useful life of such improvements, measured in months. If the parties cannot agree on the useful life of the capital improvement, the parties shall appoint a disinterested third party expert mutually acceptable to the parties to determine the useful life in accordance with industry standards. The determination of such third party shall be binding upon the parties.

6. LANDLORD'S MAINTENANCE. INTENTIONALLY OMITTED.

7. COMPLIANCE WITH LAWS. Landlord shall promptly execute and comply with all present and future laws, statutes, ordinances, orders, codes, permits, rules and regulations of all federal, state, and local governments, departments, commissions, agencies and boards ("Laws") regarding the maintenance, repair, safety, or alteration of the Premises and any and all environmental compliance required in connection with the use and occupancy of the Premises, subject to Section 24 hereof which shall govern the parties' respective liabilities with respect to the environmental condition of the Property, . Landlord's obligation shall include performing or arranging for the

performance of any and all inspections, tests, audits, or monitoring required for compliance with any Laws. Landlord further warrants that the Premises are in compliance with all Laws and that there are no pending condemnation proceedings which will affect Tenant's use and enjoyment of the Premises.

8. ALTERATIONS AND IMPROVEMENTS. At the commencement of the Term, Tenant may at its expense make such alterations, additions and improvements deemed desirable by Tenant to better adapt the Premises for the Intended Use. All other material alterations, additions or improvements requested in writing by Tenant shall be made at Tenant's expense, and only with the consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Such alterations, additions or improvements and all equipment, trade fixtures and furniture shall be and remain the property of the Tenant, and Tenant may elect to remove them at any time during the term of this Lease or any extensions thereof. In the event that Tenant does not remove such alterations, additions or improvements at the final expiration of the Lease, they shall become the property of the Landlord. At the expiration of the Lease, Tenant shall deliver the Premises to the Landlord in as good order and condition as at the commencement of the term of this Lease, ordinary wear and tear, natural deterioration and casualty damage excepted. Any damage caused by the removal of Tenant's alterations, additions, improvements or trade fixtures at the expiration of the Lease term shall be repaired at Tenant's expense; provided, however, that Landlord may direct Tenant to remove such additions and improvements at Tenant's expense at the expiration of the Lease.

9. ASSIGNMENT AND SUBLETTING.

A. Landlord authorizes Tenant to sublease the Premises to whatever company ("Subtenant") Tenant selects to enter into a transportation contract to provide school bus services to Tenant. Tenant shall provide Landlord the Subtenant's contact information and financial statements and a copy of the executed sublease. Notwithstanding any such sublease, Tenant shall remain liable for the obligations of the tenant contained herein.

B. Tenant may assign this Lease to a third party ("Assignee") with the prior written consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Any such assignment document shall contain language requiring the Assignee to assume all of Tenant's obligations, duties, and liabilities under this Lease. A Subtenant or Assignee may without Landlord's consent, (i) assign this Lease or the sublease of the Premises to (A) a corporation with which Subtenant or Assignee may merge or consolidate, to (B) Subtenant's or Assignee's parent or any subsidiary of Subtenant or any corporation under common control with Subtenant. In either event, Tenant and Subtenant or Assignee shall remain responsible to Landlord for the performance of all tenant obligations hereunder.

10. INSURANCE.

A. Tenant shall, at Tenant's sole cost and expense, maintain a policy of commercial general liability and property damage insurance for the Premises, in the amount of Two Million Dollars (\$2,000,000) combined single limit or shall cause any Subtenant or Assignee to maintain such insurance. Such insurance shall be placed with a company or companies qualified to do business in the state of Minnesota. Subtenant may provide such coverage under any blanket policy of Subtenant or its parent corporation. Upon request, Tenant or Subtenant shall provide a certificate of insurance evidencing the required coverage, and such certificate shall provide that the policy may not be canceled or amended in any material respect without thirty (30) days prior written notice to Landlord. Tenant shall cause Subtenant or anyone to also maintain insurance coverage on all of its personal property. Landlord shall be named as an additional insured under such policy.

B. Tenant shall provide and maintain, at its sole cost and expense, a policy or policies of insurance covering loss or damage to the Premises on an "All Risk" basis including earthquake and flood coverage, if appropriate, in the amount of the full replacement value of the Premises and all other improvements now or at any time hereafter constituting a part of the Premises. Tenant shall provide a certificate of insurance evidencing the required coverage, with Landlord named as insured, and such certificate shall provide that the policy may not be canceled or amended in any material respect without thirty (30) days prior written notice to Landlord.

C. Tenant and Landlord each waives, for itself and its insurers, all rights of recovery against the other for loss of or damage to property (including, without limitation, loss or damage arising out of the negligence of the other party), to the extent that such loss or damage is insured. The parties shall notify their respective insurance carriers of the foregoing mutual waiver of subrogation. Tenant shall cause any Subtenant to waive subrogation by inclusion of the above waiver of subrogation clause in the sublease.

D. The insurance policy of any Subtenant or anyone shall be primary as compared to insurance by Tenant or Landlord.

E. Nothing herein shall constitute a waiver by Tenant of any statutory limitations on Tenant's liability beyond the limits of insurance coverage provided pursuant to this Lease.

11. INDEMNIFICATION.

A. Notwithstanding Tenant's obligation to provide and maintain insurance, Tenant shall defend, indemnify and hold harmless Landlord, and its directors, officers, employees, agents, successors, assigns and affiliates from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including, without limitation reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by any of such indemnified parties, based upon or arising out of any claim for personal injury (including death), suffered by any person (including employees of Tenant) and loss of or damage to any property (including loss of use thereof), in either case proximately caused by or arising out of Tenant's use or occupancy of the Premises including, without limitation (i) acts or omissions of Tenant or its agents or employees or (ii) the breach of any covenant, representation or warranty of Tenant contained in this Lease. Nothing in this indemnity shall require Tenant to indemnify Landlord from and against claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arise out of the acts or omissions of Landlord, its agents, employees or contractors.

B. Landlord shall defend, indemnify and hold harmless Tenant and its directors, officers, employees, agents, successors, assigns and affiliates from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by any of such indemnified parties, based upon or arising out of any claim for personal injury (including death), suffered by any person (including employees of Landlord) and loss of or damage to any property (including loss of use thereof), in either case proximately caused by or arising out of the following: (i) acts or omissions of Landlord, or its agents, employees or contractors or (ii) the breach of any covenant, representation or warranty of Landlord contained in this Lease. Nothing in this indemnity shall require Landlord to indemnify Tenant from and against claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arise out of the acts or omissions of Tenant, its agents, employees or contractors.

C. With respect to any matter for which indemnification is claimed by Tenant, Tenant will promptly notify Landlord in writing after Tenant becomes aware of it, and Landlord will promptly defend, contest, settle, compromise, or otherwise protect against any such suit, action, investigation, claim or proceeding at their own cost and expense; except that any delay or failure to so notify Landlord will only relieve Landlord of its obligations hereunder to the extent, if at all, that they are prejudiced by reason of such delay or failure. Tenant will have the right, but not the obligation, to participate, at its own expense, in the defense by counsel of its own choosing; however, Landlord will be entitled to control the defense unless Tenant has relieved Landlord in writing from liability with respect to the particular matter. If Landlord requests that Tenant participate in the defense and if Tenant so elects, at Tenant's option, Landlord will reimburse Tenant for its expenses and the cost of providing assistance at the request of Landlord, including, without limitation, reasonable attorneys' fees and investigation expenses. If Landlord does not timely defend, contest or otherwise protect against any suit, action, investigation, claim or proceeding after receipt of the required notice from Tenant, Tenant will have the right, but not the obligation, to defend, contest or otherwise protect against the same, make any compromise or settlement thereof, and recover the entire cost thereof from Landlord, including, without limitation, reasonable attorneys' fees, disbursements and all amounts paid as a result of such suit, action, investigation, claim, proceeding, compromise, or settlement.

D. With respect to any matter for which indemnification is claimed by Landlord, Landlord will promptly notify Tenant in writing after Landlord becomes aware of it, and Tenant will promptly defend, contest, settle, compromise, or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense; except that any delay or failure to so notify Tenant will only relieve Tenant of its obligations hereunder to the extent, if at all, that it is prejudiced by reason of such delay or failure. Landlord will have the right, but not the obligation, to participate, at its own expense, in the defense by counsel of their own choosing; however, Tenant will be entitled to control the defense unless Landlord has relieved Tenant in writing from liability with respect to the particular matter. If Tenant requests that Landlord participate in the defense and if Landlord so elects, at Landlord's option, Tenant will reimburse Landlord for its expenses and the cost of providing assistance at the request of Tenant, including, without limitation, reasonable attorneys' fees and investigation expenses. If Tenant does not timely defend, contest or otherwise protect against any suit, action, investigation, claim or proceeding after receipt of the required notice from Landlord, Landlord will have the right, but not the obligation, to defend, contest or otherwise protect against the same, make any compromise or settlement thereof; and recover the entire cost thereof from Tenant, including, without limitation, reasonable attorneys' fees, disbursements and all amounts paid as a result of such suit, action, investigation, claim, proceeding, compromise, or settlement.

E. Nothing in this Section 11 shall constitute a waiver by Tenant of any statutory limitations on Tenant's Liability.

F. Tenant shall set forth in any Sublease of the Premises or any Assignment of this Lease that the Subtenant or Assignee shall provide the same indemnification of Landlord, its directors, officers, employees, agents, successors, assigns and affiliates set forth in Section 11A through Section 11E herein. No such indemnification by a Subtenant or Assignee shall abrogate, diminish, limit or otherwise affect any indemnification of Tenant hereunder.

12. DAMAGE AND DESTRUCTION.

A. In the event that the Premises shall be damaged to the extent that they are untenantable in part; the rent shall be abated to the extent that the Premises may not be used for Tenant's business. Landlord shall promptly repair and/or rebuild the Premises to substantially the same condition in which they existed prior to such damage.

B. In the event that the Premises shall be totally destroyed or shall be damaged as to be totally untenantable, either party may elect, within thirty (30) days of the date of such destruction or damage, to terminate this Lease as of such date of destruction or damage. In the event neither party elects to terminate this Lease, Landlord shall promptly restore the Premises to substantially the same condition in which they existed prior to such destruction or damage and the rent will abate totally during the period of restoration.

C. In the event Landlord does not, within six (6) months of the destruction or damage of the Premises, restore the Premises as required herein, then Tenant shall have the option to terminate this Lease upon written notice to Landlord.

13. CONDEMNATION.

A. Leasehold Award If the whole or part of the Premises shall be taken or condemned by any competent authority for any public use or purpose during the term of this Lease, or any extension or renewal, or if such authority shall take title to the Premises in lieu of condemnation, Tenant reserves the right to claim and prosecute its claim in all appropriate courts and agencies for an award or damages for the taking, based upon its ownership of leasehold improvements, interruption of business and moving expenses, without impairing any rights of Landlord for the taking of or injury to the reversion.

B. Partial Taking In the event that a part of the Premises shall be taken or condemned or title be transferred in lieu of condemnation which, in the reasonable judgment of Tenant, is sufficient to render the remaining portion unsuitable for its continued use or occupancy, or in the event that a partial taking shall result in cutting off all reasonable direct access from the Premises to any adjacent public street, highway or road, or which results in the

parking lot area being rendered too small for the safe and easy maneuvering of Tenant's vehicles, then and in any such event, Tenant may at any time either prior to or within a period of sixty (60) days after the date when possession of the Premises shall be required by the condemning authority, elect to terminate this Lease. In the event that Tenant fails to exercise its option to terminate this Lease then this Lease shall continue in effect with respect to the portion of the Premises not taken except that the rent and other charges for which Tenant is responsible hereunder shall be equitably reduced. In the event that Tenant wishes to remain on the Premises, the parties will negotiate in good faith to determine whether Landlord will restore the condemned portion of the Premises.

14. QUIET ENJOYMENT. Landlord represents and warrants that it is the owner of the Premises in fee simple, that the Premises shall not be subject to any other Lease as of the Commencement Date, that Landlord has the full right to execute and perform this Lease and to grant the demised estate and no joinder or approval of another person is required. No liens, restrictions, or encumbrances prevent the Intended Use of the Premises. Tenant, upon payment of the rent and performance of the terms required to be performed by it, shall peacefully and quietly have, hold and enjoy the Premises during the full term of this Lease and any extensions or renewals.

15. MORTGAGING OF LANDLORD'S ESTATE. If there is any existing encumbrance on the Premises, or any part thereof, or on a larger parcel of property of which the Premises forms a part, Landlord hereby agrees to use its reasonable efforts (excluding payment of money or additional expenses) to provide Tenant with a valid non-disturbance agreement from the lender and/or lien holder in a form reasonably acceptable to Tenant. In the event Landlord creates any new encumbrance against its estate in the Premises, and at the request of Landlord, Tenant will execute a reasonable subordination and attornment agreement which does not act to deprive Tenant of material benefits under this Lease upon the condition that Landlord's lender and lienholder provides Tenant with a non-disturbance agreement in form and substance reasonably acceptable to Tenant.

16. PROPERTY TAXES. Tenant agrees to pay, before they become delinquent, all real estate taxes and installments of special assessments lawfully levied or assessed against the Premises and due and payable in any year during the term hereon, subject to Landlord providing timely notice of such assessments and copies of any tax bills to Tenant. Tenant will provide Landlord with evidence of payment of such real estate taxes. For partial calendar years occurring during the Lease term, such obligation shall be prorated based on the number of days in the Lease term which are in such calendar year. For example if the number of days in the Lease term are 182 and the number of days in such calendar year are 364, Tenant shall pay 50% of such obligations.

17. UTILITIES. Landlord represents and warrants that to the best of its knowledge, the Premises are served by appropriate electric, water, gas, septic tank and/or sewer service. The cost of all utility services, including but not limited to gas, water, sewer, storm water and electricity, shall be paid by Tenant in a timely manner before being delinquent, and without abatement, offset or deduction from its other rent obligations.

18. OPTIONS TO RENEW. Tenant shall have four (4) options to extend the term of this lease ("Options") for additional 8 year terms under the same terms and conditions contained herein provided that either party may elect that the Base Rent shall be adjusted to equal the then current market rate for similar space in the Twin Cities metropolitan area. Tenant may exercise an Option by delivering written notice to Landlord, stating its intent to exercise an Option, not less than six (6) months prior to the expiration of the initial term of this Lease. In the event that Tenant fails to deliver timely notice of its exercise of its Option, Tenant's Option shall be deemed null and void. Landlord shall provide Tenant written notice of Landlord's initial determination of the market rent for the Premises within fifteen (15) days after receipt of Tenant's notice exercising its Option. If Tenant does not agree with Landlord's determination of the market rate, then Tenant shall give written notice to Landlord of Tenant's disagreement with Landlord's initial determination of the market rent for the Premises, which shall include an explanation of the reasons for such disagreement, within ten (10) business days after receipt of Landlord's market rate notice. If Tenant does not notify Landlord of Tenant's disagreement with the market rate within said ten (10) business day period, then the market rate set forth in Landlord's market rate notice described above shall be deemed to be the market rate for purposes of this Section 18.

If Tenant timely delivers notice of its disagreement to Landlord and the parties are unable to agree upon the market rate after good faith negotiations within a period of (30) days after Landlord's receipt of Tenant's disagreement notice (the "Extension Negotiation Period"), then the parties shall choose a neutral individual with at

least ten (10) years commercial brokerage experience that has first hand knowledge and experience in the determination of commercial rental rates in the Twin Cities metropolitan areas ("Expert"), and the Expert shall determine the market rate within thirty (30) days after expiration of the Extension Negotiation Period pursuant to binding arbitration in accordance with the commercial rules of arbitration of the American Arbitration Association. If the parties cannot mutually agree upon an Expert within ten (10) days after expiration of the Extension Negotiation Period, then each party shall choose an individual having such experience and qualifications, and the two (2) persons selected shall choose a third individual having such experience and qualifications, and the three persons (the "Panel") shall determine the market rate not later than forty-five (45) days after expiration of the Extension Negotiation Period pursuant to binding arbitration in accordance with the commercial rules of arbitration of the American Arbitration Association, provided, however, that the determination of the Panel shall be made as follows:

- (i) Each member of the Panel will independently determine the market rate and simultaneously disclose to each other his or her separate determination.
- (ii) If the high market rate is less than ten percent (10%) higher than the middle market rate and the low market rate is less than ten percent (10%) lower than the middle market rate, then the average market rate of the three Panel members shall be the market rate.
- (iii) If either the high market rate or the low market rate deviates from the middle market rate by more than ten percent (10%), then the average of the two market rates closest by dollar amount shall be the market rate.
- (iv) The Panel shall promptly notify Landlord and Tenant of the determination of the market rate.

Upon determination of the market rate by the Expert or the Panel, as the case may be, such determination shall be final and binding upon the parties. If for any reason the determination of the market rate has not been made as of the commencement of the extension term, then the Tenant shall nevertheless pay Base Rent at the market rate set out in Landlord's market rate notice pending determination of the market rate pursuant to the mechanism described above. Any rent paid by Tenant at a rate other than the market rate determined by the Expert or the Panel, as the case may be, shall be adjusted retroactively. Any and all fees and expenses charged by the Expert shall be divided equally between Landlord and Tenant, or alternatively, Landlord and Tenant shall each pay any and all fees and expenses incurred in connection with such party's own Panel member and the fees and expenses of the third Panel member shall be divided equally between Landlord and Tenant. It shall be a condition of the exercise of this option to extend that Tenant not be in default of this Lease, beyond any applicable cure period, and that this Lease be in full force and effect.

19. **TERMINATION RIGHTS.** The following termination rights shall apply under this Lease:

A. **Initial Term.** Other than those termination otherwise set forth herein, neither party has any termination rights during the initial eight year term.

B. **Extension Term.** Tenant shall have the right at any time during any Extension Term to terminate this Lease ("Tenant's Additional Termination Right"), without any penalty of any kind or nature, by paying Landlord an amount equal to the present value of the aggregate of both (i) the total monthly rent payments (per Section 2 hereof) and the total projected real estate taxes for the remainder of the Extension Period ("Termination Payment"); provided however, that the Tenant's Termination Payment shall be reduced by the present value of the amount of real estate taxes which are to be paid by any successor tenant of the Premises. Tenant shall, provide Landlord a 180-day notice of its intention to terminate this Lease in accordance with the Tenant's Additional Termination Right and during such 180-day period Landlord will have the right to advertise the sale and/or lease of Premises, including showing prospective buyers or tenants the Premises during reasonable business hours. The present value of Tenant's obligations shall be determined at a discount rate equal to the then current interest rate on 3-month Treasury Bills.

20. **DEFAULT BY TENANT.** If Tenant fails to pay any installment of rent when due, and such failure continues for a period of ten (10) days after Tenant's receipt of written notice from Landlord, or if Tenant fails to

perform any obligation hereunder and such failure continues for a period of sixty (60) days after receipt of written notice from Landlord specifying the nature of the default and demand for performance, then and in any event, and as often as any such event shall occur, Landlord may (a) declare the term ended and enter into the demised Premises or any portion thereof, either with or without process of law, and expel Tenant or any person occupying the Premises, using such force as maybe reasonably necessary to do so, and so to repossess and enjoy the Premises as in Landlord's former estate; or (b) relet the Premises applying the rental from the new tenant to this Lease to Tenant's obligations throughout the balance of its Term; provided, however, that in any event of Tenant's default, Tenant shall remain obligated to pay the balance of all remaining rent for the remainder of the Initial Term or any Extension Term. Notwithstanding the foregoing, if any default shall occur other than in the payment of money, which cannot with due diligence be cured within a period of sixty (60) days from and after the receipt of notice as required above, and Tenant prior to the expiration of sixty (60) days from and after the receipt of notice as required, commences to eliminate the cause of the default, then the Landlord shall not have the right to declare the Tenant in default on account of said cause. Landlord shall make reasonable efforts to mitigate its damages in the event of any such default by Tenant.

21. DEFAULT BY LANDLORD. In the event Landlord fails to perform any of its obligations hereunder, Landlord shall be entitled to a reasonable period of time after notice from Tenant to cure such default not to exceed sixty (60) days unless the default, by its nature, cannot be cured in fewer than sixty (60) days and Landlord, during such sixty (60) day period, commences to cure and diligently pursues such cure to completion. In the event Landlord does not cure its default within the time allowed hereby, Tenant may, at its option, cure Landlord's default and deduct the reasonable cost thereof from the rent and other sums due Landlord hereunder.

22. RIGHT OF FIRST OFFER. In conjunction with the execution of this Agreement, Landlord and Tenant shall execute a Right of First Offer in the form attached hereto as Exhibit B, which shall remain in effect until such time as this Lease expires or is otherwise terminated.

23. INTENTIONALLY OMITTED

24. ENVIRONMENTAL MATTERS.

A. Ownership of Tank. Landlord represents and warrants that, as of the date of this Lease, the underground tank described on Schedule 24 attached hereto is located at the Premises (the "Tank"). Landlord agrees that it is and will remain during the term of this Lease, the owner of the Tank listed on Schedule 24, as the term Owner is defined by environmental laws, subject to the Tenant's maintenance covenants set forth herein.

B. Landlord's Representations. Landlord represents and warrants, to the best of its knowledge, that any use, storage, treatment, or transportation of regulated, hazardous or toxic substances, materials, or wastes, or any other contaminants (collectively "Hazardous Substances"), in, on, under, from or affecting the Premises before the commencement date of this Lease has been in compliance with all applicable federal, state and local laws, regulations and ordinances. Landlord further represents and warrants, to the best of its knowledge, that no release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on, under or from the Premises and that the Premises are free of Hazardous Substances as of the date hereof, pursuant to current applicable law.

C. Landlord's Covenants. Landlord covenants and agrees to be responsible for the costs of (i) any upgrades and replacements of the Tank as required by the 1998 upgrading requirements of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992(k) ("RCRA") and (ii) any remedial action and costs, if any, required as a direct result of such upgrades and requirements (collectively "1998 RCRA Upgrading Requirements"). Landlord's upgrades and satisfaction of the 1998 RCRA Upgrading Requirements shall be subject to Tenant's approval which shall not be unreasonably withheld.

D. Tenant's Covenants. Tenant covenants and agrees that it will be solely responsible for the maintenance and compliance of the Premises and all Tanks with all applicable state, federal and other Environmental Laws during the entire term of this Lease (both the Initial and all Extensions), including without limitation, the performance of the following tasks, at its sole cost:

1. to maintain, repair, replace and upgrade and, at Tenant's discretion, replace the Tanks and all fuel related piping and equipment and systems (the "Fueling Facilities"), whenever required to keep the same in compliance with Environmental Laws, except for the Landlord's 1998 RCRA Upgrading Requirements set forth above;
2. to comply with all Environmental Laws related to Tenant's use of Tanks and Fueling Facilities; this obligation includes performing or arranging for the performance of any and all inspections, tests, audits, monitoring, assessment or remediation required for Tenant's compliance with all Environmental Laws except as required by Landlord under Section 24C above;
3. to properly operate the fuel pumps and dispensing unit equipment;
4. to maintain the manual inventory control system for all fuel delivered to the Tanks on a daily basis;
5. to operate leak detection equipment, if any, as required and to notify Landlord and/or the applicable governmental agency in the event of a leak; and
6. to perform fuel island inspections on a daily basis.

E. Landlord's Indemnification. Landlord agrees to indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless the Tenant from any and all claims, damages, fines, judgments, penalties, costs, causes of action, liabilities, losses or expenses (including, without limitation, any and all sums paid for settlement of claims and attorneys', consultants' and experts' fees) (collectively "Liabilities"), resulting from or arising in connection with the presence, disposal, release, of any Hazardous Substance in, on, under, from or affecting the Premises as a result of the actions or omissions of the Landlord or others before the date of the Lease. Without limiting the generality of the foregoing, Landlord's indemnity shall apply to any and all Liabilities resulting from or arising out of (i) any investigation (governmental or otherwise) of the Premises, any cleanup, removal or restoration of the Premises required by any governmental agency, and any personal injury (including wrongful death) or property damage (real or personal) and (ii) any Hazardous Substance which flows, diffuses, migrates, or percolates into, onto or under the Premises; provided, however, that it is established that such Liability resulted from or arose out of an action or omission by the Landlord or others before the Commencement Date of this Lease, Landlord shall in no way be responsible for any such Liabilities which were caused in any way by the acts or omissions of Tenant, its agents, employees or contractors after the date of this Lease.

F. Tenant's Indemnification. Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord from any and all Liabilities resulting from or arising in connection with the presence, disposal, release, of any Hazardous Substance in, on, under, from or affecting the Premises as a result of the actions or omissions of the Tenant, its affiliates or others after the date of this Lease. Without limiting the generality of the foregoing, Tenant's indemnity shall apply to any' and all Liabilities resulting from or arising out of (i) any investigation (governmental or otherwise) of the Premises, any cleanup, removal or restoration of the Premises required by any governmental agency, and any personal injury (including wrongful death) or property damage (real or personal,) and (ii) any Hazardous Substance which flows, diffuses, migrates, or percolates into, onto or under the Premises; provided, however, that it is established that such Liability resulted from or arose out of an action or omission by the Tenant, its affiliates or others after the Commencement Date of this Lease and on or before the Termination Date of the Lease. Tenant shall in no way be responsible for any such Liabilities which were caused in any way by the acts or omissions of Landlord, its agents, employees, tenants or contractors or others before the date of this Lease or by any successor tenant after the termination of this Lease.

G. Parties' Intentions. For the purpose of clarification of parties' intentions and the foregoing covenants and indemnifications, the parties acknowledge and agree that the data of this Lease is to signify a clear line of division between the parties' respective obligations for environmental matters under this Lease. It is the parties' intentions that any Liabilities arising from any acts or omissions occurring before the date of this Lease shall be the

responsibility of the Landlord, and any Liabilities arising from any acts or omissions of Tenant after the date of this Lease shall be the responsibility of the Tenant. The parties' respective indemnification obligations under this Section 24 shall be enforced in accordance with Section 11.

25. NOTICES. All notices required or permitted by this Lease shall be in writing, signed by the party serving the notice, sent to the party at the address shown at the end hereof or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Such notices shall be either deposited, postage prepaid, in the registered or certified United States mail, return receipt requested, or sent prepaid via air courier service and shall be deemed given when actually received at the address shown on the postal or air courier receipt. Notices not given in the manner or within the time limits set forth in this Lease shall be of no effect and may be disregarded by the party to whom they are directed.

26. ENTIRE AGREEMENT. This Lease, including the Exhibits, constitutes the entire agreement between the parties and will supersede all previous negotiations and commitments whether written or oral. No waivers, alterations, or modifications of this Lease or any agreements in connection with it shall be valid unless in writing and duly executed by both Landlord and Tenant.

27. SAVINGS CLAUSE. The form of this Lease is intended for general use in the United States of America and in the event that any of the terms and provisions are in violation of or prohibited by any law, statute or ordinance of the state or city where it is used, such term or provision shall be of no force and effect to the extent of such violation or prohibition without invalidating the terms and provisions of this Lease.

28. ACCEPTANCE OF LEASE.

A. If this Lease is not executed by Landlord and returned to Tenant within twenty (20) days of the date executed by Tenant then, at Tenant's option, Tenant's offer to lease will be deemed revoked and withdrawn.

B. This Lease is contingent upon Tenant obtaining the approval of the Lease from the School Board of Tenant. Tenant will consider approval of the Lease at the first School Board meeting following delivery to Tenant of this Lease fully executed by Landlord. If Tenant fails to obtain approval of the School Board at such meeting either party may terminate this lease by written notice to the other party, made prior to any subsequent approval of the Lease by the School Board.

29. ATTORNEY'S FEES. If either party resorts to legal action to enforce its rights under this Lease, the costs of such legal action, including without limitation, reasonable attorney's fees shall be allocated in accordance with the Purchase Agreement.

30. SUCCESSORS AND ASSIGNS. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

31. GOVERNING LAW. This Lease shall be governed by the internal laws of the state of Minnesota. Any laws regarding conflicts of law which may have the effect of applying another state's laws shall not apply.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives.

HANUS ENTERPRISES, LLP

INDEPENDENT SCHOOL DISTRICT NO.
284

By: _____
Fred Hanus, partner
Date: _____, 2008

By: _____
Title: Chairperson
Date: _____, 2008
TIN: _____

By: _____
Susan Hanus, partner
Date: _____, 2008

By: _____
Valerie Hanus, partner
Date: _____, 2008

By: _____
Florence Dockendorf, partner
Date: _____, 2008

Address for notices:
Hanus Enterprises, LLP
c/o Fred Hanus
15801 West Oaks
Minnetonka, Minnesota 55345-2848

Address for notices:
Director of Finance and Business
Independent School District No. 284
Box 660
210 County Road 101 N.
Wayzata, Minnesota 55391-0660

UNDERGROUND "TANKS"

- One ten thousand gallon underground diesel fuel tank (the "Diesel Tank")

EXHIBIT A
To
Maintenance Facility Lease Agreement

Lot 1, Block 2, Playhouse Industrial Park, Hennepin County Minnesota, inclusive of rights to adjacent vacated roads, if any (Property I.D. 21-118-22-23-0004).

EXHIBIT B

RIGHT OF FIRST OFFER

This Right of First Offer is made as of the ___ day of March, 2008 by and between Hanus Enterprises, LLP, a Minnesota general partnership ("Seller") and Independent School District No. 284, a municipal corporation and subdivision of the State of Minnesota ("Purchaser").

WHEREAS, Seller owns real estate legally described on Exhibit A attached hereto and made a part hereof together with all improvements thereon, all easements, tenements, hereditaments and appurtenances thereto, and all personal property owned by Seller located on and used in conjunction with such real estate (collectively the "Real Estate") which Seller has leased to Purchaser pursuant to a lease (the "Lease") of even date herewith.

WHEREAS, Seller has agreed to provide Purchaser a right of first offer to purchase the Real Estate in consideration of Purchaser leasing the Real Estate from Seller.

NOW, THEREFORE, in consideration of the facts set forth in the recitals and mutual covenants herein contained, the parties agree as follows:

1. Grant of Right of First Offer. Seller hereby grants Purchaser a right of first offer to purchase the Real Estate pursuant to the terms and conditions set forth herein.

2. Terms and Conditions. In the event during the term of the Lease Seller elects to sell the Real Estate, Seller shall deliver written notice to Purchaser (the "Sale Notice") setting forth the terms for which Seller would be willing to sell the Real Estate to Purchaser.

(a) Within fifteen (15) days from receipt of the Sale Notice, Purchaser must deliver written notice to Seller indicating Purchaser's intent to purchase the Real Estate pursuant to such terms and conditions or Purchaser's right of first offer shall be deemed waived, time being of the essence.

(b) Within thirty (30) days from receipt of the Sale Notice, Purchaser must deliver to Seller two (2) copies of a written and executed Purchase Agreement incorporating such terms and conditions set forth in the Sale Notice. The Purchase Agreement may include other reasonable terms and conditions, together with a check for the earnest money. If Purchaser fails to timely deliver such items to Seller, Purchaser's right of first offer to purchase the Real Estate on such terms shall be deemed waived, time being of the essence.

(c) If Purchaser timely delivers such notice and timely delivers such Purchase Agreement and earnest money, Seller shall execute the Purchase Agreement and deliver a copy of the executed Purchase Agreement to Purchaser within seven (7) days of its receipt. If Seller does not agree to any terms contained in the Purchase Agreement which were not included in the Sale Notice, Seller may give written notice to Purchaser that Seller desires such terms and conditions to be amended or deleted within seven (7) days of its receipt. Purchaser shall deliver two (2) executed Purchase Agreements to Seller with such amendments and deletions within

7. Amendment. This agreement may only be amended by a written document executed by both parties hereto.

8. Governing Law. This Agreement is made and entered into under the laws of the Minnesota, and Minnesota law shall govern its construction and enforcement.

PURCHASER: Independent School District No. 284

By _____
Its Chairperson

And by _____
Its _____

SELLER: Hanus Enterprises, LLP

By _____
Fred Hanus, partner

By _____
Susan Hanus, partner

By _____
Valerie Hanus, partner

By _____
Florence Dockendorf, partner

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this ____ day of March, 2008 by _____ and _____, the _____ and _____ of Independent School District No. 284, on behalf of said school district.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this ____ day of March, 2008
by _____ and _____, the _____ and
_____ of Hanus Enterprises, LLP, on behalf of the partnership.

Notary Public

DRAFTED BY:
BRIGGS AND MORGAN, P.A. (JRS)
2200 IDS Tower
80 S. 8th Street
Minneapolis, MN 55402
(612) 977-8400

EXHIBIT A
to
RIGHT OF FIRST OFFER

Lot 1, Block 2, Playhouse Industrial Park, Hennepin County Minnesota, inclusive of rights to adjacent vacated roads, if any (Property I.D. 21-118-22-23-0004).

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting - April 14, 2008 - 7:30 PM
Wayzata City Hall
600 Rice Street, Wayzata

AGENDA

1. CALL TO ORDER/ROLL CALL
2. APPROVAL OF AGENDA AND CONSENT AGENDA
 - A. Approval of Minutes
 1. Regular Board Meeting - March 10, 2007
 2. Special Board Meeting - March 17, 2008
 3. Special Board Meeting - March 24, 2008
 - B. Approval of 2008-2010 District Directions
 - C. Required Board Review of Policies (per 3-year cycle)
 1. Proposed Amendments to Board Policies and Regulations - Second Reading and Adoption
 - a. Approval of Board Policy and Regulations 723 and 723-R - "Student Transportation Safety"
 - b. Approval of Board Policy 728 - "Operation of District-Owned Activity Bus"
 - D. Approval of Amendment to 2008-2009 School Calendar
 - E. Finance and Business Recommendations
 - F. BID AWARD: Oakwood Elementary Parking Lot
 - G. Local Integration and Diversity Plan and Budget 2008-2009
 - H. Human Resource Recommendations
3. STUDENT CURRICULUM PRESENTATION
4. SESQUICENTENNIAL MOMENT - Gordy Engel
5. RECOGNITIONS
 - A. Employee of the Month - April
6. REPORTS FROM ORGANIZATIONS
 - A. Student Council
7. SUPERINTENDENT'S REPORTS AND RECOMMENDATIONS
 - A. Superintendent
 - B. Curriculum and Instruction
 1. Special Services Report
 - C. Finance and Business Services
 1. Monthly Financial Reports
 2. Resolution to Establish Financing of Oakwood Elementary Addition
 - D. Human Resource Services
8. OTHER BOARD ACTION
9. AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD
10. BOARD REPORTS
11. NEW BUSINESS
12. ADJOURN

POSTED: 041008

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Work Session – March 24, 2008

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.