

MEETING AGENDA

*The mission of Eden Prairie Schools is to inspire each student to learn continuously so they are empowered
 To reach personal fulfillment and contribute purposefully to our ever-changing world.*

1. **Convene: 6:00 p.m.** **(Roll Call)**
Call to Order:
 School Board Roll Call
 Lauren Crandall, Dave Espe, Elaine Larabee, Greg Lehman, Holly Link, Adam Seidel, Terri Swartout
2. **Pledge of Allegiance: 6:00 p.m.**
3. **Agenda Review and Approval: 6:05 p.m.** **(Action)**
 Approval of the agenda for the Monday, August 27, 2018 meeting of the School Board of Independent School District 272, Eden Prairie Schools.

Motion _____ Seconded _____
4. **Approval of Previous Minutes: 6:05 p.m.** **(Action)**
 Approval of the Unofficial Minutes from the July 23, 2018 Regular Business Meeting.

Motion _____ Seconded _____

 - A. July 23, 2018 UNOFFICIAL Minutes 3
5. **Public Comment: 6:05 p.m.** **(Information)**
6. **Announcements: 6:10 p.m.** **(Information)**
7. **Board Work: 6:15 p.m.** **(Action)**
 - A. Policy Monitoring: Executive Limitations - 2.1, 2.2 and 2.7
 - 1) EL 2.1 Emergency Superintendent Succession 6

OI Motion _____ Seconded _____
 Evidence Motion _____ Seconded _____
 - 2) EL 2.2 Treatment of Students 9

OI Motion _____ Seconded _____
 Evidence Motion _____ Seconded _____
 - 3) EL 2.7 Asset Protection 31

OI Motion _____ Seconded _____
 Evidence Motion _____ Seconded _____
 - B. Decision Preparation 48
 - 1) Designing Pathways - Morris Leatherman Presentation
 - C. Record of Board Self-Evaluation
 - 1) Record of Board Policy Monitoring - Ends & Executive Limitations (EL's) **(Action)** 86

Motion _____ Seconded _____
 - 2) Record of Board Self-Evaluation - BMDs (Board Management Delegation) & GPs (Governance Policies) - 90
No Updates
8. **Superintendent Consent Agenda: 8:30 p.m.** **(Action)**
 Management items the Board would not act upon in Policy Governance, but require Board approval from outside entities.

Motion _____ Seconded _____

 - A. Monthly Reports
 - 1) Resolution of Acceptance of Donations 96
 - 2) Human Resources Report 97

3) Business Services Reports		
a. Board Business		102
4) TIES: Ratification of TIES Organization		103
a. TIES Reorganization Agreement - Addendum		139
5) Eden Prairie Online		142
9. Board Education & Required Reporting: <u>8:35 p.m.</u>	(Information)	
10. Superintendent's Incidental Information Report: <u>8:35 p.m.</u>	(Information)	
<i>Incidental Information is considered as "nice to know" information regarding district business. Monitoring and decision-making information are handled elsewhere on the agenda. These items are not open for debate, but rather for awareness and understanding. (Supports EL 2.9 in general and 2.9.6 specifically)</i>		
11. Board Action on Committee Reports & Minutes: <u>8:35 p.m.</u>	(Information)	
A. Board Development Committee (Holly Link, Greg Lehman & Lauren Crandall)		
1) BDC Meeting Minutes - August 27, 2018		143
	Motion _____ Seconded _____	
B. Community Linkage Committee (Dave Espe, Holly Link & Terri Swartout)		
1) CLC Meeting Minutes - Jul 27, 2018 and August 17, 2018		145
	Motion _____ Seconded _____	
2) Review and approve Tuesday, October 2, 2018 Community Meeting Agenda, Process (including two (2) questions) Posting Video.		
	Motion _____ Seconded _____	
C. Negotiations Committee (Elaine Larabee, Adam Seidel & Lauren Crandall)		
D. Policy Committee (Elaine Larabee, Greg Lehman & Adam Seidel)		
12. Other Board Updates (TIES, AMSD, WMEP, ISD 287, PTO): <u>8:45 p.m.</u>	(Information)	
A. TIES (Technology and Information Education Services) - Greg Lehman		
B. AMSD (Association of Metropolitan Schools) - Holly Link & Terri Swartout		
C. WMEP (West Metro Education Program) - Dave Espe		
D. ISD 287 (Intermediate School District 287) - Greg Lehman		
13. Board Work Plan: <u>8:50 p.m.</u>		
A. "Proposed" Work Plan Changes Document		149
	Motion _____ Seconded _____	
B. 2018-2019 Annual Work Plan		150
C. 2018-2019 School Board Meeting Calendar		160
D. 2018-2019 School Board Calendar of Events & Activities		161
14. Adjournment: _____ p.m.	(Action)	
MOTION to adjourn the Monday, August 27, 2018 Meeting of the Eden Prairie School Board at _____ p.m.		
	Motion _____ Seconded _____	

INDEPENDENT SCHOOL DISTRICT 272 ~ EDEN PRAIRIE SCHOOLS
UNOFFICIAL MINUTES OF THE JULY 23, 2018
SCHOOL BOARD MEETING

A Regular Business Meeting of the Independent School District 272, Eden Prairie Schools, was held on the 23rd day of July 2018 in the Administrative Services Center located at 8100 School Road, Eden Prairie, Minnesota.

1. **Convene - 8:03 a.m.**

School Board Roll Call

Present: Dave Espe, Elaine Larabee, Holly Link, Terri Swartout, Adam Seidel (arrival 8:06 a.m.) ,

Not Present: Lauren Crandall, Greg Lehman

Present: Superintendent Josh Swanson

2. **Agenda Review and Approval:**

MOTION by T. Swartout, **Seconded** by H. Link to approve the agenda for the July 23, 2018 Regular Business Meeting - Passed

3. **Approval of Previous Minutes:**

MOTION by H. Link, **Seconded** by T. Swartout to approval of the Unofficial Minutes of the Regular Business Meeting held on Monday, June 18, 2018- Passed

4. **Public Comment:** None to Report

5. **Board Work:**

A. Resolution: "Call the General Election"

MOTION by D. Espe, **Seconded** by H. Link to adopt the "Resolution Relating to Election of School Board Members and Calling the School District General Election as presented – Passed 5-0

1. Dave Espe – Yes Adam Seidel - Yes
2. Elaine Larabee – Yes Terri Swartout - Yes
3. Holly Link – Yes

B. Schedule Candidate Information Sessions

- 1) **MOTION** by H. Link, **Seconded** by D. Espe to schedule Candidate Information Session on the Thursday, August 9, 2018 at 6:30 p.m. – Passed
 - a. Thursday, August 9, 2018 at 6:30 – 7:30 p.m. in the ASC (EDC)
 - b. ~~Tuesday, August 14, 2018 at 6:30 – 7:30 p.m. in the ASC (EDC)~~ - date removed due to Primary Election

6. **Superintendent Consent Agenda:**

MOTION by H. Link, **Seconded** by D. Espe to approve the Superintendent Consent Agenda items as presented – Passed

A. Resolution of Acceptance of Donations

- 1) Donations

B. Monthly Reports

- 1) Human Resources Report
 - a. Report
- 2) Business Services Report
 - a. Board Business

3) 2018-2019 Student Handbooks

- a. Eden Prairie High School
 - (1) EPHS Student Handbook - Summary of Changes
 - (2) EPHS Student Handbook with Changes
- b. Central Middle School
 - (1) CMS Student Handbook - Summary of Changes
 - (2) CMS Student Handbook with Changes
- c. Elementary School Handbooks
 - (1) Elementary School Student Handbook - Summary of Changes
 - (2) Elementary School Student Handbook with Changes
- d. Appendix for All Handbooks from Minnesota Department of Education (MDE)
 - (1) Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing

7. Board Action on Committee Reports & Minutes:

- A. Board Development Committee (Holly Link, Greg Lehman & Lauren Crandall)
 - 1) BDC Meeting Minutes – June 25, 2018
MOTION by T. Swartout, **Seconded** by D. Espe to approve the BDC Minutes for June 25, 2018 presented – Passed
- B. Community Linkage Committee (Dave Espe, Holly Link, Terri Swartout)
 - 1) Fall Community Meeting:
 - a. **MOTION** by A. Seidel, **Seconded** by H. Link to accept Tuesday, October 2, 2018 for the Fall Community Meeting at CMS (Media Center and the Multipurpose Room), 5:00 p.m. – 10:00 p.m. (time tentative – to be confirmed at a later date) – Passed
- C. Negotiations Committee (Elaine Larabee, Adam Seidel & Lauren Crandall) – None to Report
- D. Policy Committee (Elaine Larabee, Greg Lehman & Adam Seidel) – None to Report

8. Board Work Plan:

- A. School Board Work Changes
MOTION by A. Seidel, **Seconded** by T. Swartout to approve the Work Plan Changes presented – Passed

Eden Prairie School Board 2018-2019 WORK PLAN CHANGES WORK PLAN CHANGES for July 23, 2018	
Date of Meeting/Workshop	Changes Requested
Monday, July 23, 2018	
Monday, August 27, 2018	<ul style="list-style-type: none"> - ADD: <i>Designing Pathways Information (Decision Prep)</i> - REMOVE: <i>Workshop after Regular Meeting: Discussion – “School Board Attendance at Community Events” (added to Workshop on Sep 10, 2018)</i>
Monday, September 10, 2018 – Workshop	<ul style="list-style-type: none"> - ADD: <i>Discussion: School Board Attendance at Community Events (from Aug 27, 2018 Mtg.)</i>
Tuesday, October 2, 2018 – Community Meeting	<ul style="list-style-type: none"> - ADD: <i>Community Linkage Committee hosting a “Fall Community Meeting” at CMS (Media Center and Multipurpose Room) – Tentative time, 5-10 p.m. (to be confirmed)</i>
<div style="border: 1px solid black; padding: 5px;"> <p>Placeholder – General Board Work</p> <ul style="list-style-type: none"> • Workshop Regarding: Post-Secondary Options <p>Placeholder – Policy Review</p> <ul style="list-style-type: none"> • Review “Processes & Procedures” (BDC to review and recommend timing) </div>	

B. 2018-2019 School Board Annual Work Plan

9. **Adjournment:**

MOTION by A. Seidel, **Seconded** by H. Link to adjourn the Monday, July 23, 2018 Meeting of the Eden Prairie School Board at 8:15 a.m. – Passed



Adam Seidel – Board Clerk

Eden Prairie School District 272 Superintendent Monitoring Report		
Policy Name: EL 2.1 Emergency Superintendent Succession	Monitoring Timeframe: July 1, 2017-June 30, 2018 July 2016 to June 2017	Policy Monitoring Column FOR BOARD USE ONLY Compliance rating: <ul style="list-style-type: none"> ● OI is/is not reasonable ● Evidence supports/does not support the OI <i>Include specific evidence for rating conclusion and recommendations.</i>
Policy Quadrant: Executive Limitations	Date of School Board Monitoring: Oct 23, 2017 August 27, 2018	
		Board member name:
<u>Global Constraint:</u> To protect the Board from sudden loss of Superintendent services, the Superintendent shall not permit there to be fewer than two other staff members sufficiently familiar with Board and Superintendent issues and processes who would be able to take over with reasonable proficiency as an interim successor.		<i>(enter rating and reasoning when appropriate)</i>
<u>Operational Interpretation:</u> 1. It is my interpretation that the Board requires a proactive plan that assures uninterrupted leadership of the organization due to a planned or unplanned short-term absence by the Superintendent. a. "Short Term" may be interpreted to be as little as one (1) day to as many as thirty (30) workdays to provide time for the board to make appropriate arrangements. b. In the event of an unplanned or planned absence, the Superintendent or his/her Assistant shall notify the Chair of the School Board. 2. It is appropriate that a line of succession be established with licensure, knowledge, and experience as the expected qualifications. The following persons and positions are designated to assume District leadership as the "Acting" Superintendent (in the order indicated) on behalf of the Superintendent in his/her anticipated or unanticipated absence. a. Assistant Superintendent of Academics and Innovation*		

<ul style="list-style-type: none">b. Senior Director of Community Education*c. Senior Director of Student Support Services*d. Executive Director of Business Servicese. Executive Director of Human Resourcesf. Senior Director of Personalized Learning and Teaching* <p><i>*Position Description Requires a Minnesota District Superintendent License or person currently holding the position is Licensed as a District Superintendent in Minnesota.</i></p>	
<p>Justification:</p> <ol style="list-style-type: none">1. MN Statute 123B.143 SUPERINTENDENT. Subdivision 1. Contract; duties. All districts maintaining a classified secondary school must employ a superintendent who shall be an ex officio non-voting member of the school board.<ol style="list-style-type: none">a. The succession list (#2 above) contains at least two current administrators with District Superintendent certification.2. The assistant superintendent, executive directors and senior directors are knowledgeable of all major district processes.<ol style="list-style-type: none">a. These major processes are; educational programs, community education, family education, business services, technology, food services, facilities, human resources, communication and transportation. They are knowledgeable due to weekly cabinet meetings routinely held throughout the year. These meetings consist of regular discussion, problem solving, and decision making, communication or strategic planning for all major processes within the system.3. The assistant superintendent, executive directors and senior directors are knowledgeable regarding Eden Prairie school governance and able to follow the correct process for communication and implementation with the board.<ol style="list-style-type: none">a. All members of the Superintendent's cabinet are involved in writing the policies and are familiar with all Ends, Executive Limitations, Board Management Delegation and Governance Process Policies. They are also active in writing and reporting on all Monitoring Reports. The superintendent's cabinet members work in partnership with the board governance subcommittee.4. The assistant superintendent, executive directors and senior directors are fully trained and licensed in their respective fields and have extensive leadership, supervision and organizational development experience.<ol style="list-style-type: none">a. Degrees, licensure or training for these staff members is available upon request.	

7

<p>5. The members of the Superintendent’s cabinet are fully trained to activate and lead the District Crisis Center (DCC).</p> <p>a. The Superintendent’s cabinet and their immediate subordinates have participated in the development of the plan itself and have participated in emergency planning exercises and drills. They have participated in debrief sessions following the drills.</p>	
<p>Measurement Plan:</p> <p>1. The School Board will review EL 2.1 annually.</p> <p>2. If enacted, the effectiveness of this plan will be reviewed in debrief fashion by the School Board Chair and Vice Chair and findings reported to the Board.</p>	
<p>Evidence:</p> <p>1. The school board has reviewed 2.1 annually.</p> <p>2. The succession plan was not enacted during the time of monitoring.</p>	
<p>Statement of Assertion:</p> <p>Report is Reasonable and Evidence support the Operational Interpretation.</p>	
<p>Board member’s summarizing comments:</p>	

∞

**Eden Prairie School District 272
 Superintendent Monitoring Report**

Policy Name: EL 2.2 Treatment of Students	Monitoring Timeframe: July 2016 to June 2017 July 2017 - June 2018	<p align="center">Policy Monitoring Column FOR BOARD USE ONLY</p> Compliance rating: <ul style="list-style-type: none"> ● OI is/is not reasonable ● Data does/does not provide adequate evidence of compliance <p><i>Include specific evidence for rating conclusion and recommendations.</i></p>
Policy Quadrant: Executive Limitations	Date of School Board Monitoring: August 28, 2017 August 27, 2018	
		Board member name:
<p><u>Global Constraint:</u> The Superintendent shall not cause or allow an educational environment that is unsafe, unwelcoming, inequitable, disrespectful, unnecessarily intrusive, or that otherwise inhibits the effective learning needs of each student.</p>		<p><i>(enter rating and reasoning when appropriate)</i></p>
<p><u>Operational Interpretation:</u> A safe learning environment is focused on academic achievement, maintaining high standards, fostering positive relationships between staff and students, and encouraging parental and community involvement. (National Dropout Prevention Center/Network)</p>		

6

10

Justification:

The District approves, disseminates, reviews, and enforces the following District Policies that are intended to create and support a safe learning environment.

Bullying prohibited514
 Community notification, predatory offenders906
 Crisis management plan806
 Hazing prohibited.....526
 Healthy school meals533
 Internet acceptable use524
 Removal of student with IEP532
 Student vehicle parking.....527
 Transportation, nonpublic school students.....708
 Transportation policy709
 Transportation, public school students.....707
 Video recording, school bus and building.....711, 712
 Violence, disruption prohibited.....525
 Visitors..... 903

Measurement Plan:

1. District Policies required by state statute (otherwise known as Mandatory Policies) shall be reviewed and updated by the Superintendent on an annual basis.
2. District Policies that are recommended by MSBA or developed locally shall be reviewed and/or updated upon notice of change by MSBA, or at least every three years.

Evidence:

1. The School Board verified the Superintendent’s annual review of mandated District Policies at its regular meeting on ~~June 26, 2017~~ **June 18, 2018**.
2. The School Board has approved ~~eighteen (18)~~ **one (1)** updated district Policy and adopted ~~one (1)~~ **two (2)** new policies during the reporting period to maintain compliance with statute requirements.

<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	
<p>2.2.1 Furthermore, the Superintendent shall not: Allow students to be unprotected against violence or harassment.</p>	
<p><u>Operational Interpretation:</u> The policy of the school district is to maintain a learning environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. (District Policy 413: Harassment and Violence) Staff training and student engagement are critical components of a safe school.</p>	
<p><u>Justification:</u> State law (Minn. Stat. § 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minn. Stat. Ch. 363A (MHRA). District Policy 413: Harassment and Violence complies with that statutory requirement and addresses the classifications protected by the MHRA and/or federal law.</p>	
<p><u>Measurement Plan:</u> Sociologists describe “norms” as understandings that govern individuals' behavior in society. In this context, the policy statement reflects a norm, social contract, or expectation detailing how members of the school community are expected to behave towards each other. One hundred percent compliance with this policy is the district’s goal; however, it is improbable that all instances of harassment or violence will be mitigated throughout the district during a calendar year. District efforts should reflect a focus on creating positive, predictable, and responsive school environments for the purpose of increasing student access to learning as a means of preventing, mitigating, and eliminating acts of harassment or violence. As stated above,</p>	

11

violation of this norm (policy) occurs when any pupil, teacher, administrator, or other school personnel of the school violates District Policy 413.

Therefore:

1. Systemic efforts to mitigate incidents related to harassment and violence in the school setting shall be reported.
2. District actions to remain in compliance with Policy 413 shall be reported.

Voluntary compliance within the school community shall be measured by the number of reportable incidents of harassment and/or violence as defined by Policy 413 and reported via the annual Discipline Incident Reporting System (DIRS) Report.

Evidence:

1. Systemic efforts to mitigate incidents related to harassment and violence in the school setting shall be reported.
 - a. Student handbooks approved by the School Board on July 23, 2018 included the district policies on violence harassment and the consequences for failure to abide by the prohibitions as listed.
 - b. Staff are expected to remain vigilant in their supervision of students and report violations to their supervisors.
 - c. During the Spring and Summer of 2018, all staff participated in a training to ensure understanding of the Safe & Supportive Schools Act, EPS Bullying Prevention Policy, and relevant strategies to support student behavior in all of our buildings and settings.
 - d. Principals, Associate Principals, Deans, staff, and security personnel provide student supervision and take appropriate actions when student behavior is contrary to Policy 506 Student Behavior and/or the Student Handbook.
 - e. The District contracts with the Eden Prairie Police for School Liaison Officers to further enforce and provide security within our school buildings and at selected school events.
 - f. The human resources department provides training on how to recognize and report sexual, racial, and religious harassment and violence to all new employees within thirty (30) days of their hire date. In addition to the new hire training, the transportation and buildings/grounds staff are re-trained annually (spring/summer).
 - g. Positive Behavior Interventions and Supports (PBIS) implementation with MDE-supported training began in 4 elementary schools summer of 2015. Since that time ~~1 additional~~ our remaining 2 elementary schools and 2 secondary schools have begun training and implementation. A plan

is in place to support ongoing implementation in all schools by 2018-19. of this framework in all EP schools. This PBIS is a research based framework to strengthen the climate and culture, and by proactively teaching school expectations of the school community. This is done to and to establish a positive learning culture that responsively meets the needs of each student, and includes ing an emphasis on proactively teaching positive behavioral expectations which has been. These elements has have been shown to support successful school interactions for all students and reduce undesired behavior. Strategies within this framework are selected and implemented based on observed student needs and are modified as needs evolve.

2. The data below is from the FY 2018 DIRS report to MDE.
 The District submitted its annual DIRS Report (District Incident Report System) in Summer, 2017 2018. The DIRS Manual lists twenty-nine student offenses that are tracked from the Infinite Campus Student Information System. The DIRS Manual provides definitions of each of the reportable offenses in order to maintain consistency of reporting. For purposes of this report, the following student offenses were used to aggregate the data.

According to the 2016-17 2017-18 DIRS Report, EPS experienced the following reportable offenses in grades K-12:

a.

HARASSMENT	2015-16	2016-17	2017-18
Sexual, Religious, Racial	0	0	0
Hazing	X	0	0
Verbal Abuse	0	X	X
Bullying/Cyberbullying	X	X	X
Harassment	X*	16*	19
TOTAL	X	28*	28

X=less than 10 *Corrected to include data that was missing in the previous analyses

b.

VIOLENCE	2015-16	2016-17	2017-18
Assault	X	11	X
Fighting	50	76	90
Terroristic Threat	X	X	X
Threat / Intimidation	14	17	20
Weapon	X	X	12
TOTAL	80	116	130

X=less than 10

Analysis

1. The tables may contain data sets expressed as "X". Statutory data privacy provisions preclude the District from reporting data sets of less than 10.
2. The data reported is "incident data" not "student data." **reflects the number of situations reported (each of which may have included more than one student).** ~~Incident data includes duplicated counts, which means one student may be represented in multiple data sets. (ex. A reported field of 4 incidents may include the acts of 3 students during one event.~~
3. ~~District administration analyzed the data and compared the 2015-16 and 2016-17 data sets specific to violence. The analysis showed an increase of 36 incidents in the aggregate across grades K-12. Efforts were made to align the way that data was collected by sites during the 16-17 school year, which may have also increased the accuracy of the data compared to prior years. The district efforts focused on proactive strategies for teaching students' appropriate ways to solve problems and for accessing adult support before a situation becomes violent will continue to be a priority in the 2017-18~~ **2018-19** school year.
4. The district is taking proactive, **research-based** steps to eliminate incidents of harassment or violence ~~that are research-based and~~. When an incident occurs, the district is taking appropriate action **to respond to student needs.**

14

<p>Statement of Assertion: Report is Reasonable and Evidence support the Operational Interpretation</p>	
<p>2.2.2 Furthermore, the Superintendent shall not: Allow private student data to be unprotected.</p>	
<p>Operational Interpretation: The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.</p> <p>State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder. (District Policy 515: Protection and Privacy of Pupil Records)</p>	
<p>Justification: The procedures and policies regarding the protection and privacy of parents and students as provided in District Policy 515: Protection and Privacy of Pupil Records are adopted by the school district, pursuant to the requirements of 20 U.S.C. § 1232g, <i>et seq.</i>, (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Minn. Rules Parts 1205.0100-1205.2000</p>	
<p>Measurement Plan: The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:</p> <ol style="list-style-type: none"> 1. That the parent or eligible student has a right to inspect and review the student’s education records and the procedure for inspecting and reviewing education records; 	

15

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal No Child Left Behind Act and, if applicable, a student's history of violent behavior.

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English, and shall provide for the need to effectively notify parents or eligible students identified as disabled.

Evidence:

1. The school district provided parents and eligible students currently in attendance an annual notice of their rights (per the measurement plan) via the student handbooks distributed and/or accessible by each student at the beginning of the ~~2016-17~~ 2017-2018 school year or upon later registration in the District, through the District and school websites, and the *Parent Post* e-newsletter.
2. There were no instances indicating an outside governmental agency finding of non-compliance with the MN Student Data Privacy Act during the reporting period.

<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	
<p>2.2.3 Furthermore, the Superintendent shall not: Unfairly or inequitably identify and address student behavior violations.</p>	
<p><u>Operational Interpretation:</u></p> <ol style="list-style-type: none">1. I interpret “unfairly identify” student behavior violations to mean the District student discipline policy adequately describes those behaviors or actions for which any student could reasonably expect an appropriate and consistent official action from a school staff member or administrator.2. I interpret “inequitably address” to mean that there is a District expectation that administration and staff enforce the student discipline policy and apply it equitably and consistently to all students in response to the identified student conduct violation. This includes an expectation of consistency regarding the severity of the consequence, regardless of the student’s demographic designation.3. Failure to fairly or equitable identify and address student behavior is referred to as “disproportionality”.	
<p><u>Justification:</u></p> <ol style="list-style-type: none">1. District Policy 506 Student Discipline was adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.2. Disproportionality: Suspension is associated with negative outcomes for society in general. Skiba and colleagues have found that suspension is applied disproportionately to students who are older, male, from low socio-economic background, are a racial/ethnic minority, or have been identified with a disability. Specifically, students of a minority background are suspended more often, for less serious and more subjective behaviors, and with more serious consequences (Mendez & Knoff, 2003). Instead of supporting students with risk factors, suspension often increases the disparity between student groups. <i>“Disproportionate Minority Representation in Suspension and Expulsion in Minnesota Public Schools: A report from the Minnesota Department of Education (http://tinyurl.com/jwvr7rp).</i>	

17

Measurement Plan:

The Disciplinary Incident Reporting System (DIRS) enables both the Minnesota Department of Education and our school district to comply with state and federal reporting requirements. DIRS is a web-based, password-protected system through which all public school districts must report disciplinary incidents that result in either suspension or expulsion.

Minnesota Statutes, section 121A.06, Subdivision 3, requires the Minnesota Department of Education (MDE) to annually report on disciplinary incidents, including incidents involving dangerous weapons, that occur in Minnesota public schools. Data for this report is obtained from MDE's Disciplinary Incident Report System (DIRS).

Eden Prairie Schools submits its DIRS data each July to the Minnesota Department of Education. Longitudinal and current year data from this report shall be used in the monitoring report.

Evidence:

The data included in this report is from the FY ~~2017~~ 2018 DIRS report to MDE.

1. Number of expulsions in ~~2016-17~~ 2017-18 = 0 students
2. Out-of School Suspensions by MDE demographic

NOTE: Data from previous years was also reviewed and updated to ensure that it is un-duplicated by incident in the first column (shown in gray) and unduplicated by student in the last three columns.

Demographic comparison across 3 yrs	OSS Incidents			Percent of Students Represented in OSS (by demographic)			Number (by demographic) in Student Body			Percent (by demographic) of Total Student Body		
	SCHOOL YEAR	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17
American Indian	X	X	X	1.7% 0.71%	3.65% 4.95%	2.33%	33	35	36	0.37%	0.4%	0.41%
Asian	X	X	X	2.2% 3.55%	2.84% 3.30%	3.72%	1135	1162	1207	12.84%	13.15%	13.78%
Black	84	118	155	46.7% 43.26%	49.97% 43.97%	48.84%	1100	1143	1179	12.44%	12.93%	13.46%
Hispanic	18 17	27	22	10% 10.64%	10.97% 10.44%	8.37%	631	666	715	7.14%	7.53%	8.16%
White	51 48	63 62	89	28.8% 29.79%	25.61% 29.67%	28.84%	5480	5368	5130	61.99%	60.73%	58.55%
Native Hawaiian / Pacific Islander	X	X	0	0.56% 0.71%	0.40% 0.55%	0.00%	X	11	X	0.08%	0.12%	0.10%
Two or More Races	19	21	29	10.6% 11.35%	8.53% 7.14%	7.91%	452	453	485	5.11%	5.13%	5.54%
Undefined	0	0	0	0.00%	0%	0.00%	X	X	X	0.02%	0.01%	0.01%
TOTAL	180 176	246 245	309	n/a	n/a	n/a	8840	8839	8762	100%	100%	100%

19

3. Out-of-School Suspension--Special Education

Students in Special Education: 3 yr comparison	OSS Incidents	Percent of Students Represented in OSS	Number in student body	Percent of Total Student Body
17-18 Special Education	98	28% of students with OSS (61 students)	890	10.16%
16-17 Special Education	105	42.68% 41% of students with OSS (75 students)	920	10.41%
15-16 Special Education	80 77	44.44% 41% of students with OSS (58 students)	996	11.27%

The Minnesota Department of Education annually reviews district discipline data to determine if a district is disproportionate in student discipline specific to any student subgroup population. To date, Eden Prairie Schools has not been identified as being “disproportionate.” Administration continues to examine programs and services and recognizes the need to direct additional efforts toward creating alternatives to suspension for our students. These efforts are focused around culturally responsive instruction and a framework of positive behavior intervention & supports for all students. This framework includes decision-making based on student data to identify needs, ensures instruction is designed and resources are applied in an impactful way, and emphasizes monitoring of student data to know if the intervention is effectively impacting student behavior. This includes consideration of strengths and growth of each student while being responsive to cultural background, life experience, and skill development of each individual.

Statement of Assertion:

Report is Reasonable and Evidence support the Operational Interpretation

20

<p>2.2.4 Furthermore, the Superintendent shall not: Hire paid personnel without first completing an appropriate background check.</p>	
<p><u>Operational Interpretation:</u> The purpose of Policy 404 Employment Background Checks is to maintain a safe educational environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district.</p>	
<p><u>Justification:</u> State Statute (123B.03) requires school districts to conduct criminal background checks on all employees.</p>	
<p><u>Measurement Plan:</u> Compliance is demonstrated by consistent application of Policy 404 Employment Background Checks.</p>	
<p><u>Evidence:</u> All paid personnel who were newly employed by the District during the reporting period completed an appropriate background check prior to hire.</p>	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	

21

<p>2.2.5 Furthermore, the Superintendent shall not: Allow any volunteer unsupervised time with students without first completing an appropriate background check.</p>	
<p><u>Operational Interpretation:</u> Parent involvement is an important aspect of Eden Prairie Schools as it helps create a sense of community where our students, staff, parents, and community members work together to ensure the success of all students. Eden Prairie Schools offers many opportunities for parents and community members to be involved in our schools. To that end, the school district will seek a criminal history background check for all volunteers using the following criteria:</p> <ol style="list-style-type: none"> 1. Will the person have significant student contact (such as one-on-one contact with students, driving, and overnight field trips)? 2. Does the volunteer work require a significant amount of time alone with students with a low level of staff supervision (such as volunteer coaches or mentors)? 	
<p><u>Justification:</u> State Statute (123B.03) requires school districts to conduct criminal background checks on all employees, student activities staff, and student activities volunteers (with the exception of <i>enrolled</i> student volunteers).</p>	
<p><u>Measurement Plan:</u></p> <ol style="list-style-type: none"> 1. If the decision matrix listed above indicates that a background check is necessary, the background check process is required, and the Human Resources Department and the responsible staff member review its results. If there are no concerns, the responsible staff member contacts the potential volunteer. 2. If the decision matrix indicates that a background check is not necessary and there are no concerns voiced by school personnel, the responsible staff member contacts the potential volunteer as appropriate. 	
<p><u>Evidence:</u> The school district conducted criminal background checks on all volunteers (with the exception of <i>enrolled</i> student volunteers) per the Operational Interpretation during the reporting period.</p>	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	

22

<p>2.2.6 Furthermore, the Superintendent shall not: Neglect to assure an equitable system for access to academic programming.</p>	
<p><u>Operational Interpretation:</u> Educational equity is based on the principles of fairness and justice in allocating resources, opportunities, treatment, and success for every student. Educational equity programs promote the real possibility of equality of educational results for each student and between diverse groups of students. Equity strategies are planned, systematic, and focused on the core of the teaching and learning process. (Source: Northwest Regional Education Laboratory).</p> <p>Equity is defined as: fairness, justice, and impartiality. Equal Access means impartiality in opportunity. Equal Educational Opportunities means providing appropriate resources, opportunities, and treatment for each student.</p>	
<p><u>Justification:</u> The four key action components that ensure educational excellence by incorporating equitable and effective school practices are:</p> <p>Access Educational institutions must ensure every student has an equal opportunity to participate in all aspects of the educational process, including learning facilities, resources, and extracurricular and curricular programs.</p> <p>Instruction Educational institutions must use instructional practices that promote positive images of diverse groups and a strong commitment to an equitable approach to teaching and learning.</p> <p>Materials Educational institutions and staff members must review textbooks, audiovisuals, and other materials to minimize bias in content, graphics, pictures, and language.</p> <p>Assessment Educational institutions must account for variances in student learning styles and cultural backgrounds, and align assessment with school curricula, instruction, and systemic improvement goals.</p>	

23

Measurement Plan:

This policy shall be measured against the four key components (Access, Instruction, Materials, Assessment) listed in the justification of this policy.

Evidence:

1. Access:

AP Course Enrollment Data	2014-15 Unduplicated Count			2015-16 Unduplicated Count			2016-17 Unduplicated Count			2017-18* Unduplicated Count		
	# Enrolled in AP Course	Total Enrollment	% Enrolled in AP	# Enrolled in AP Course	Total Enrollment	% Enrolled in AP	# Enrolled in AP Course	Total Enrollment	% Enrolled in AP	# Enrolled in AP Course	Total Enrollment	% Enrolled in AP
American Indian	2	10	20.0%	1	10	10.0%	1	22	4.5%	1	19	5.3%
Asian	133	285	46.7%	147	306	48.0%	211	373	56.6%	231	410	56.3%
Black	38	286	13.3%	38	271	14.0%	58	394	14.7%	68	426	16.0%
Hispanic	19	174	10.9%	25	170	14.7%	44	202	21.8%	42	231	18.2%
White	768	2124	36.2%	649	2054	31.6%	757	2062	36.7%	719	2,030	35.4%
Grand Total	982	2976	33.0%	860	2811	30.6%	1071	3053	35.1%	1,061	3,116	34.1%

X=less than 10; *Data retrieved from Infinite Campus course records on 8/3/18.

25

K-6 Gifted / Talented	2014-15				2015-2016				2016-2017				2017-2018*			
	% of Students in District K-6		% of Students in GT		% of Students in District K-6		% of Students in GT		% of Students in District K-6		% of Students in GT		% of Students in District K-6		% of Students in GT	
Ethnicity	Male	Female	Male	Female												
American Indian	0.2%	0.1%	0%	0%	0.4%	0.3%	0.3%	0%	0.4%	0.3%	0.4%	0.0%	0.5%	0.4%	0.7%	0.1%
Asian	7.2%	6.3%	7.6%	8.8%	8.8%	8.9%	14.8%	12.6%	8.4%	8.4%	12.9%	12.2%	8.9%	8.6%	11.4%	10.8%
Black	6.83%	7.2%	6.0%	4.8%	8.2%	8.4%	3.7%	5.4%	8.6%	8.8%	5.2%	5.1%	9.5%	8.8%	6.0%	5.6%
Hispanic	3.4%	3.7%	2.6%	2.4%	3.5%	3.8%	1.5%	1.9%	3.7%	3.9%	1.3%	2.0%	3.6%	3.7%	1.6%	2.0%
White	29.9%	29.2%	34.6%	24.3%	29.6%	28.1%	33.8%	25.9%	29.7%	27.8%	34.7%	26.2%	28.3%	27.6%	34.8%	27.1%
Total	50.5%	49.6%	54.5%	45.6%	50.4%	49.5%	54.3%	45.7%	50.8%	49.2%	54.6%	45.4%	50.8%	49.2%	54.5%	45.5%

*Data retrieved from Infinite Campus enrollment records on 8/3/18.

2. Instruction:

- a. Sheltered Instruction Operating Protocols (SIOP): research-based and validated model of sheltering instruction for English Language Learners.
- b. All Eden Prairie Schools employees completed a Culturally Responsive Practices online course.
- c. Beyond Diversity and Site based equity teams build racial and cultural awareness and capacity toward culturally responsive teaching, focused on eliminating the racial achievement gap.
- d. Kinder Camp: August camp for students transitioning into kindergarten, focused on children who have not had a preschool experience and/or may not yet be kindergarten ready. Opportunity for informal evaluation to target instruction earlier in the school year and make the most appropriate placement decisions for the student and family.
- e. The Brotherhood and Sisterhood – high school organizations for students at risk, under-represented, and/or of color toward outcomes of student engagement, self-advocacy, and successful high school outcomes.
- f. Dare 2 Be Real WMEP student program in place at the high school. This program promotes, addresses and discusses racial equity and leadership. Students undergo intensive training and structured discussions that are intended to prepare a new generation for global readiness.
- g. Advancement Via Individual Determination (AVID) program implemented in 6 schools.
- h. High school students of color participate in the WMEP Civil Rights Research Tour, a powerful opportunity for students and staff to impact the way history and ethnic studies are taught in the region.

3. Materials

- a. Educational institutions and staff members must review textbooks, audiovisuals, and other materials to minimize bias in content, graphics, pictures, and language
- b. Curriculum Improvement Committee (CIC) program cycle
- c. Professional Development (~~Deconstruct & Reconstruct Curriculum~~ and How do you recognize bias in the curriculum)
- d. The World's Best Workforce parent advisory group reviews equitable learning opportunities with an emphasis in the area of curriculum, instruction and assessment.

4. Assessment

- a. AVID (advancement via individual determination) is a set of strategies to help students become college and career ready. A large component of the middle school and high school AVID

programming is a requirement that students take enriched or advanced course work. To empower students, AVID offers a series of research based strategies, structures, and supports to eliminate opportunity gaps and increase success while students engage in challenging work. AVID at the elementary level lays the groundwork for success as students' progress through middle and high school. The AVID strategies have a long track record of benefiting each student, but are particularly effective at helping traditionally underserved students perform at high levels.

Site	2014-15	2015-16	2016-17	2017-18
Central Middle School Elective	23 students	58 students (7 & 8)	109 students (7 & 8)	110 students (7 & 8)
High School Elective	x	26 students (9)	56 students (9 & 10)	54 students (9-11)
Eden Lake Elementary	x	106 students (6)	146 students (6)	849 (K-6)
Oak Point Elementary	x	110 students (6)	310 students (K, 1, 6)	821 (K-6)
Prairie View Elementary	x	x	119 students (5 & 6)	766 (K-6)
Forest Hills Elementary	x	x	145 students (5 & 6)	737 (K-6)
Cedar Ridge Elementary	x	x	x	676 (K-6)
Eagle Heights Spanish Immersion	x	x	x	838 (K-6)

27

<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence supports the Operational Interpretation</p>									
<p>2.2.7 Furthermore, the Superintendent shall not: Allow students to be uninformed of their protections under this policy.</p>									
<p><u>Operational Interpretation:</u> Students have a right to be active participants in their education and the environment in which they work and learn. The District is responsible for informing students and parents of their rights and responsibilities as members of the school community. Parents represent their child until the “age of majority.” When using the term “parent” I am referring to a child’s guardian or to any other adult allowed and/or permitted by law to access private educational records and/or make educational decisions for the child.</p>									
<p><u>Justification:</u> The practice of annual notification of student rights and responsibilities is supported by state statute and requirements as set forth in District Policy.</p> <p>It is the practice of the School District to develop Student Handbooks each school year that include the rights and responsibilities of students. The Student Handbook is distributed and posted online for easy access. The following District Policies require annual notification:</p> <table data-bbox="184 982 529 1128"> <tr> <td>Harassment</td> <td>413</td> </tr> <tr> <td>Student Discipline</td> <td>506</td> </tr> <tr> <td>Bullying</td> <td>514</td> </tr> <tr> <td>Hazing</td> <td>526</td> </tr> </table> <p>Parents are required to acknowledge in writing that they have read and understand the Student Handbook, as under the law they are required to make educational decisions on behalf of their child until that child has reached the “age of majority.” The “age of majority” is the age at which a person, formerly a minor, is</p>	Harassment	413	Student Discipline	506	Bullying	514	Hazing	526	
Harassment	413								
Student Discipline	506								
Bullying	514								
Hazing	526								

28

<p>recognized by law to be an adult, capable of managing his or her own affairs and responsible for any legal obligations created by his or her actions. The “age of majority” in Minnesota is age 18.</p>	
<p><u>Measurement Plan:</u> Compliance with this policy shall be evidenced by the annual process of student handbook creation, dissemination, and acknowledged receipt and understanding by students and parents.</p>	
<p><u>Evidence:</u> The District complied with the expectations of this policy as evidenced by the annual process of student handbook creation, dissemination, and acknowledged receipt and understanding by Eden Prairie students and parents during the reporting period.</p>	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	
<p>2.2.8 Furthermore, the Superintendent shall not: Neglect to assure that all allegations of student maltreatment are handled in a timely manner.</p>	
<p><u>Operational Interpretation:</u> “Neglect” is interpreted as <i>failing to act</i> “Assure” is interpreted as <i>making something certain</i> “Timely Manner” in this context means <i>as soon as possible but in no event longer than 24 hours</i></p>	
<p><u>Justification:</u> District Policy 414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE fully complies with Minn. Stat. § 626.556 requiring school personnel, as mandated reporters, to report suspected child</p>	

29

<p>neglect or physical or sexual abuse as soon as possible but in no event longer than 24 hours after becoming aware of the alleged maltreatment. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused. The statute requires that reports be made directly to law enforcement and/or MDE by the person who "has reason to believe...", not by his/her supervisor.</p>	
<p><u>Measurement Plan:</u></p> <ol style="list-style-type: none"> 1. DISSEMINATION OF POLICY AND TRAINING <ol style="list-style-type: none"> a. This policy shall appear in school personnel handbooks. b. The school district will develop a method of discussing this policy with school personnel. c. This policy shall be reviewed at least annually for compliance with state law. 2. MANDATED REPORTING 3. Compliance will be demonstrated by adhering to all requirements of Minn. Stat. § 626.556 and District Policy 414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE 	
<p><u>Evidence:</u> The school district reports all instances of child neglect, physical and sexual abuse. The school district has not been found in violation by MDE.</p>	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation.</p>	
<p>School Board member's summarizing comments:</p>	

30

Eden Prairie School District 272 Superintendent Monitoring Report		
Policy Name: 2.7 Asset Protection	Monitoring Timeframe: July 1, 2017-June 30, 2018 July 2016 to June 2017	Policy Monitoring Column FOR BOARD USE ONLY Compliance rating: <ul style="list-style-type: none"> OI is/is not reasonable Data does/does not provide adequate evidence of compliance <i>Include specific evidence for rating conclusion and recommendations.</i>
Policy Quadrant: Executive Limitations	Date of School Board Monitoring: August 27, 2018 August 28, 2017	
		Board member name:
<u>Global Constraint:</u> The Superintendent shall not cause or allow district assets to be unprotected, inadequately maintained, inappropriately used, or unnecessarily risked.		<i>(enter rating and reasoning when appropriate)</i>
<u>Operational Interpretation:</u> I interpret compliance with the overall policy to mean that all twelve (12) policy provisions are in compliance. Furthermore: <ol style="list-style-type: none"> 1. I interpret “assets” to mean physical and intellectual property of the District with a value greater than \$5,000. 2. I interpret “unprotected” to mean assets without insurance and/or a plan/guiding procedures. 3. I interpret “inadequately maintained” to mean a lack of preventive maintenance, repair, or renovation which may cause an asset to deteriorate and experience an accelerated depreciation, within available financial resources. 4. I interpret “inappropriately used” to mean the utilization of assets not in accordance with the desired Ends of the district. 5. I interpret “unnecessarily risked” to mean the exposure of assets to circumstances resulting in a higher likelihood of theft or otherwise being unavailable for the asset’s intended purposes. 		
<u>Justification:</u> The provisions 2.7.1 through 2.7.12 adequately summarize and categorize those district assets that this policy protects.		

31

<p><u>Measurement Plan:</u> All provisions are in compliance.</p>	
<p><u>Evidence:</u> Presented in provisions 2.7.1 through 2.7.12.</p>	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	
<p>2.7.1 Furthermore, the Superintendent shall not: Develop a facilities construction, renovation and maintenance plan that is not part of a comprehensive rolling ten year plan.</p>	
<p><u>Operational Interpretation:</u> I interpret “a comprehensive rolling ten-year plan” to be a master plan for facilities construction, renovation, and/or maintenance that is reviewed and updated annually. The annual update allows the District to consider alternatives to the plan in order to reflect new facility needs and educational plans for the future.</p>	
<p><u>Justification:</u> A school district needs an ongoing program of assessment of existing school sites and facilities in order to identify school facility improvement issues, alternative means of addressing those issues, and to maintain a quality educational environment for students, staff, and community/partnership users. “To establish and maintain quality school facilities and a desirable learning environment for students, staff, and community users, an ongoing assessment of school facility needs and a program of public information about those needs is essential. (Guide for Planning School Construction Projects in Minnesota; MDE, 2003; p. 37)</p>	
<p><u>Measurement Plan:</u></p> <ol style="list-style-type: none"> 1. The comprehensive rolling ten year facilities plan shall be reviewed and updated on an annual basis. 2. The comprehensive rolling ten year facilities plan shall be consulted and referenced during the development of any facilities construction, renovation, and/or maintenance plan. 3. The Capital Fund budget shall be reviewed and updated on an annual basis. 	
<p><u>Evidence:</u> At the January 23, 2017 school board meeting, the district sold general obligation facility maintenance bonds to fund two years of deferred maintenance projects. The school board approved on June 26, 2017 July 25, 2016 a multi-year facilities plan of proposed projects by building location as part of the 10-year long-term facility maintenance plan which was submitted to MDE for review and approval in July 2017 July 2016.</p>	

32

<p>At the April 24, 2017 April 25, 2016 school board meeting, the board approved the 2017-18 2016-17 capital budget which included funds to address facility improvements. Prior to approval, administration worked with principals, department leaders, facility staff, and the Superintendent’s Cabinet to determine priorities for maintaining district facilities. Facility work completed or planned in fiscal year 2018 FY17 adhered to the Comprehensive Facility Plan and included the following components:</p> <ol style="list-style-type: none"> 1. The district continued working on a long-term facility planning process geared to align with the strategic plan 2. Implemented facility changes to accommodate educational program needs and related space concerns 3. Discussed with the School Board deferred maintenance and capital fund expenditures and revenue sources 4. Planned for the updating of Phase 2 of Cedar Ridge roof replacement, ASC/LC roof replacement, district-wide pavement upgrades, and replacement of dome field synthetic turf and dome fabric. CMS domestic water piping, phase 1 of Cedar Ridge roof replacement, phase 3 of Eden Lake roof replacement, district wide pavement upgrades, Prairie View window replacements, and a new bus wash in Transportation 5. Continued development of Designing Pathways recommendations 	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	
<p>2.7.2 Furthermore, the Superintendent shall not: Fail to insure against theft and casualty losses at 100 percent of replacement value and against liability losses to School Board members, staff, and the organization itself in an amount greater than the average for comparable organizations.</p>	
<p><u>Operational Interpretation:</u></p> <ol style="list-style-type: none"> 1. Property, Casualty, Umbrella insurance coverage is in place to insure the School District for losses to real and personal property per Statement of Values on file with the insurance company. <ol style="list-style-type: none"> a. “Fail to insure against theft and casualty losses at 100 percent of replacement value” is interpreted to mean a level of theft and casualty insurance that assumes a reasonable level of risk with consideration to the overall cost of said insurance (See Justification 2.a.). 2. Equipment breakdown insurance coverage is in place specifically for boilers and machinery. 3. Automobile insurance coverage is in place to insure the School District for losses resulting from owned, financed, leased or rented school buses, vans, driver’s education vehicles and ground/facilities vehicles are as per Schedule on file with the insurance company. 	

33

<p>4. Commercial General Liability, Umbrella Excess Liability coverages are place to insure against Bodily Injury & Property Damage Liability; Personal & Advertising Injury Liability; Medical Payments; Violent Event Response, Employee Benefits Liability and Sexual Abuse</p> <p>5. School Leader’s Errors & Omissions coverage included Directors and Officers and school leader’s professional.</p> <p>6. Crime coverage included for loss sustained from employee dishonesty, theft, disappearance and destruction.</p> <p>7. Inland Marine coverage for the transport of goods in transit, as well as moveable property and instrumentalities of communication. These categories include items such as instruments, cameras, fine arts, signs, valuable papers, electronic data processing and miscellaneous equipment.</p>	
--	--

<p><u>Justification:</u> This policy revolves around risk management that is the identification, assessment, and prioritization of risks. The strategies to manage risk typically include transferring the risk to another party, avoiding the risk, reducing the negative effect or probability of the risk, or even accepting some or all of the potential or actual consequences of a particular risk. The business office uses Marsh & McLennan for brokerage services for this category of insurance coverage. Below are a number of considerations and coverage categories reviewed on an annual basis, the last review being May 25, 2018 May 30, 2017:</p> <ol style="list-style-type: none"> 1. Policies and procedures are in place to provide assurance of protection & supervision of facilities and equipment. (District Policy 902 Use of School District Facilities and Equipment) 2. Insurance is meant to provide a reasonable assurance that the owner of the insured real property can fully replace it in case of a loss. In this case, the Administration has chosen to insure at 100% of replacement value which considers the following pertinent facts: <ol style="list-style-type: none"> a. The current estimated property value is \$459,287,084 \$454,122,766, based on a property appraisal completed in 2017 2013 which showed that the District’s real and personal property replacement values are \$432,053,000 plus nominal increases each year. b. The property insurance plan the District purchases utilizes Special Form Replacement Cost on a Blanket Property coverage basis (i.e., total property limit can be used at any one location or multiple locations), meaning the only loss situation that the full 100% coverage would be utilized would be in the case of the complete destruction of all real and personal property of the District in every location in a single event. If the District were to lose multiple buildings in a single event, the total amount of insurance coverage would be available to rebuild and refurbish those school sites. 3. School Districts are subject to Minnesota Rule: Chapter 466. Tort Liability, Political Subdivisions. (https://www.revisor.mn.gov/statutes/?id=466&view=chapter#stat.466.02) A school district cannot be held liable for actions that are not foreseeable when reasonable measures ... are employed to insure adequate ...duties are being performed ..., and there is adequate consideration being given for the safety and welfare of all students 	
---	--

34

<p>in the school. (http://cousineaulaw.com/laws/minnesota-tort-laws)</p> <p>a. In most education-related civil lawsuits there are two main categories of tort liability relevant to educational institutions—Intentional and Negligent Torts.</p> <p>i. Intentional Torts—occur when an individual attempts or “intends” to cause harm to another. For intent to exist, the individual must be aware that injury will, or could, be the result of the act.</p> <p>ii. Negligent Torts—there are four elements of a negligent tort:</p> <ol style="list-style-type: none"> 1. Duty—The duty of an individual or the institution to protect those in our care 2. Breach (of Duty)—failure of the individual or institution to exercise a standard of reasonable care. 3. Proximate Cause—showing that the individual or institution failed to exercise a standard of reasonable care. 4. Injury—No matter how great the duty (Element 1), how egregious the breach of that duty (Element 2), or how foreseeable the consequences and proximate cause of the individual or institution’s standard of care (Element 3), there is no liability if actual injuries cannot be proven. 	
<p><u>Measurement Plan:</u> Compliance with this policy shall be evidenced through annual review of school district risk management processes and the subsequent renewal of our insurance plans that conform to the interpretation of this policy.</p>	
<p><u>Evidence:</u> Coverages in place July 1, 2017 July 1, 2016</p> <ol style="list-style-type: none"> 1. Property, Casualty, Umbrella insurance coverage is in place through Riverport (July 1, 2017-July 1 2018 July 1, 2016-July 1, 2017) 2. Equipment breakdown insurance coverage is in place through Hartford Steam Boiler Inspection & Insurance Co. (July 1, 2017-July 1 2018 July 1, 2016-July 1, 2017) 3. Automobile insurance coverage is in place through Riverport (July 1, 2017-July 1 2018 July 1, 2016-July 1, 2017) 4. Commercial General Liability, Umbrella Excess Liability coverages are in place through Riverport (July 1, 2017-July 1 2018 July 1, 2016-July 1, 2017) 5. School Leaders Errors & Omissions coverages are in place through Riverport (July 1, 2017-July 1 2018 July 1, 2016-July 1, 2017) 6. Crime coverages are in place through Riverport (July 1, 2017-July 1 2018 July 1, 2016-July 1, 2017) 7. Inland Marine coverages are in place through Riverport (July 1, 2017-July 1 2018 July 1, 2016-July 1, 2017) 	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	

35

<p>2.7.3 Furthermore, the Superintendent shall not: Subject facilities and equipment to improper wear and tear or insufficient maintenance.</p>	
<p><u>Operational Interpretation:</u> I interpret this to mean all facility reviews and maintenance plans are in place for all school district buildings and grounds. The School Board is informed about the financial resources needed to implement the plans and that school budgets reflect the identified facility needs (within fiscal limitations).</p>	
<p><u>Justification:</u></p> <ol style="list-style-type: none"> 1. Proactive maintenance plans, explicitly stated facility needs with associated costs, and appropriate budgets are essential to ensure school district assets are protected. 2. Facilities and equipment such as computers, school buses, boilers, air handling units, coolers and freezers, dishwashers, serving lines and ovens routinely exceed their expected useful life due to the following procedures, training and asset handling requirements: <ol style="list-style-type: none"> a. Maintenance staff, technology staff, food service staff and school bus mechanics keep detailed records of maintenance schedules for all equipment b. All staff is trained on the use of equipment that they operate and hold appropriate licensure or certification where required c. Access to facilities and equipment is limited through security, either human or electronic, at all times. The proper authorities and key staff are notified in the case of breach of this security 	
<p><u>Measurement Plan:</u> Short and long-term maintenance plans are in place for each district facility. The School Board receives facilities progress reports as needed or desired throughout the year. Budgets include funds for maintenance and equipment needs as determined in district plans within available resources. Finally, the Superintendent approves expenditures from building contingency funds as needed.</p>	
<p><u>Evidence:</u> Plans as identified in the justification are in place along with a budget to support them.</p>	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	

36

<p>2.7.4 Furthermore, the Superintendent shall not: Allow external guests or user groups access to the facilities or assets without procedures in place to protect district concerns.</p>	
<p><u>Operational Interpretation:</u> The District encourages maximum use of school facilities and equipment for community purposes that do not interfere with use for school purposes. The District expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries. The school district administration may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.</p>	
<p><u>Justification:</u> District Policy 902 Use of School District Facilities and Equipment puts forth the processes related to the public use of school facilities and equipment.</p>	
<p><u>Measurement Plan:</u> Compliance shall be evidenced by the appropriate application of District Policy 902.</p>	
<p><u>Evidence:</u> Eden Prairie Community Education reserved buildings for 2,638 2,392 uses that served approximately 20,819 18,888 community members during fiscal year 2018 FY 2017. The Eden Prairie High School Student Activities Department rented its facilities (performing arts center, bubble, activity center, gyms, private instructor rooms, music areas, fields, and tennis courts) for 11,168 9,789 events during fiscal year 2018 FY 2017. Information regarding the procedures in place for community use of District facilities can be found at: http://comed.edenpr.org/facility_use</p>	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	
<p>2.7.5 Furthermore, the Superintendent shall not: Unnecessarily expose the organization, its School Board, or its staff to claims of liability.</p>	

37

<p><u>Operational Interpretation:</u> I interpret this to mean the actions of the school board, the superintendent’s behavior, and the behavior of all district employees will be governed by state and federal law.</p>	
<p><u>Justification:</u> The best way to preserve the legal liability of the school district is to ensure policies and procedures are current, the School Board and Staff are aware and understand the policies and procedures, and that required trainings (Federal and State) occur annually. A deliberate provision for staff awareness of legal responsibilities and professional behavior is essential.</p>	
<p><u>Measurement Plan:</u> Commercial General Liability, Umbrella Excess Liability and School Leader’s Errors & Omissions and Crime coverages are in place to insure against Bodily Injury & Property Damage Liability; Personal & Advertising Injury Liability; Medical Payments; Employee Benefits Liability and Sexual Abuse, School Leader’s Professional, Director’s and Officer’s Liability, and Employment Practices Liability.</p> <p>In addition, we provide opportunities for training to staff and Board members on Federal and State laws annually as required. Written policies indicating appropriate procedures for various activities within the district are in place and available on our web site and in the central office.</p>	
<p><u>Evidence:</u> Commercial General Liability, Umbrella Excess Liability coverages are in place through Riverport Insurance Services (July 1, 2017-July 1, 2018 July 1, 2016-July 1, 2017) School Leader’s Errors & Omissions coverages are in place through Riverport Insurance Services (July 1, 2017-July 1, 2018 July 1, 2016-July 1, 2017) Crime coverages are in place through Riverport Insurance Services (July 1, 2017-July 1, 2018 July 1, 2016-July 1, 2017)</p>	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	
<p>2.7.6 Furthermore, the Superintendent shall not: Endanger the organization's public image, its credibility, or its ability to accomplish ends.</p>	
<p><u>Operational Interpretation:</u> I interpret this to mean the Superintendent shall not cause or allow any practice, activity, decision, or organizational circumstance that is unlawful, unsafe, imprudent, or in violation of commonly accepted educational and professional ethics and practices.</p>	

38

<p><u>Justification:</u></p> <ol style="list-style-type: none"> 1. The school district’s image, credibility, and ability to accomplish its Ends must be protected at all times. A deliberate provision and attention to maintaining a current, purposeful, legal, and ethical financial system significantly improves the district’s ability to achieve its Ends and maintain the support of its community. 2. Superintendents are not only subject to rules and regulations related to the operation of a school district, but also to the Minnesota Code of Ethics for School Administrators (MN Rule 3512.5200). 	
<p><u>Measurement Plan:</u></p> <ol style="list-style-type: none"> 1. This policy shall be measured by the presence (or lack thereof) of any formal complaints found to be factual by the School Board, their designee, or the Board of School Administrators that the public image, credibility, or ability to accomplish our Ends has been endangered. 2. Other evidence to support compliance with this policy include the acceptance of related Executive Limitation monitoring reports determined to be in compliance by the School Board. 	
<p><u>Evidence:</u></p> <ol style="list-style-type: none"> 1. There were no formal complaints made to the School Board or Board of School Administrators regarding public image violations or violations against the rules and regulations set forth by the Minnesota Code of Ethics for School Administrators. 2. All Executive Limitation monitoring reports regarding public image and credibility were accepted as in compliance. 	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	
<p>2.7.7 Furthermore, the Superintendent shall not: Allow uninsured personnel access to material amounts of funds.</p>	
<p><u>Operational Interpretation:</u> I interpret this to mean that adequate internal controls and insurance coverages are in place to limit the District’s exposure and risk of loss.</p>	
<p><u>Justification:</u> Insurance coverage is essential to protect the overall integrity of the financial system. Insurance ensures that fraud, negligence, or theft by an employee will have a limited impact on the school district.</p> <p>Proper internal controls are essential to limit the district’s exposure to loss through fraud or error.</p>	

39

<p><u>Measurement Plan:</u></p> <ol style="list-style-type: none"> 1. The School District develops, publishes, enforces, and reviews annually internal controls regarding access to funds. 2. The external auditors annually review the system of internal controls, conduct a system walk-through and report any exceptions. 3. Employee Theft and Dishonesty/Crime policies are in place to insure against: Employee Theft Per Loss (also includes Public Employees Faithful Performance); Depositor’s Forgery/Alteration; Theft, Disappearance & Destruction (Money, Securities & Other Property – including Robbery & Safe Burglary; and Computer Funds & Transfer Fraud. 	
<p><u>Evidence:</u></p> <ol style="list-style-type: none"> 1. The District Business Office conducted its formal internal control annual review and trained Business Office employees regarding the District’s regulations regarding access and handling of district funds in June 2018 June 2017. <ol style="list-style-type: none"> a. The internal control procedures revealed no exceptions during fiscal year 2018 FY 2017. b. Each site petty cash and safe is randomly audited annually by business office staff c. All cash deposits must be accompanied by a written cash receipt. Cash receipt backup retained at the site is randomly audited by business office staff. d. The use of the online payment systems, Feepay, Campus PayPams and USAePay will reduce the amount of cash transactions throughout the district, especially in student activities and food service. 2. The fiscal year 2018 FY 2017 financial audit required by state statute will be presented on or about November 19, 2018 November 27, 2017. The audit report includes a section on “Internal Controls” that would indicate concerns with the District’s internal processes and controls during the prior fiscal year. 3. The fiscal year 2017 FY 2016 Audit indicated no internal control deficiencies regarding uninsured personnel access to material amounts of funds. 	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	
<p>2.7.8 Furthermore, the Superintendent shall not: Receive, process, or disburse funds under controls that are insufficient to meet the School Board-appointed auditor's standards.</p>	
<p><u>Operational Interpretation:</u> I interpret this to mean the District audit and financial statements must be based on Generally Accepted Government Auditing Standards, the federal Single Audit Act, and the Minnesota Legal Compliance Guide issued by the Office of the State Auditor in reference to the school district’s financial resources.</p>	

40

<p><u>Justification:</u> School districts are required to have an annual independent financial audit, to submit audited financial data to the Minnesota Department of Education (MDE) electronically, and to submit all required components of the audit report to MDE and to the Office of the State Auditor.</p>	
<p><u>Measurement Plan:</u> The Annual Audit Report that routinely tests the district’s financial processes and practices. Non-compliance would be reflected by “findings’ published in the Annual Audit Report to the Board of Education.</p>	
<p><u>Evidence:</u> The School Board approved the fiscal year 2017 FY16 audit on November 27, 2017 November 26, 2016 and these reports were submitted to the Minnesota Department of Education and the State Auditor’s office in December 2017 December 2016. The fiscal year 2017 FY16 Annual Audit revealed three one legal compliance findings and two internal control findings over compliance. A corrective action plan was put in place to address the findings.</p>	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	
<p>2.7.9 Furthermore, the Superintendent shall not: Compromise the independence of the School Board’s audit or other external monitoring or advice.</p>	
<p><u>Operational Interpretation:</u> I interpret this to mean I will not interfere with the external auditing process and not utilize auditing personnel for other financial business. I will ensure the annual audit takes place in a timely manner.</p>	
<p><u>Justification:</u> The external audit is, in its purest form, a report card on the overall functioning of the school district. As such, the Superintendent and Executive Director of Business Services should cooperate (and not disrupt) the audit process to all possible extent. As a primary safeguard to maintaining fiscal integrity, the external audit should remain as neutral to the administration and operations of the district as possible.</p>	
<p><u>Measurement Plan:</u> Per State Statute, the School Board appoints an external auditor to conduct all external audits. Audits are conducted at the beginning of each fiscal year, and must be completed by the School Board prior to December 31. As a part of the process, the School Board meets with the external auditor to review the audited statements and to report its findings.</p>	

41

<p><u>Evidence:</u> The School Board approved the fiscal year 2017 FY16 audit on November 27, 2017 November 26, 2016 and these reports were submitted to the Minnesota Department of Education and the State Auditor's office in December 2017 December 2016.</p>	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	
<p>2.7.10 Furthermore, the Superintendent shall not: Substantially change the principal educational purpose of a school by closing, repurposing, consolidating, combining or creating new or choice destination schools without School Board approval.</p>	
<p><u>Operational Interpretation:</u></p> <ol style="list-style-type: none"> 1. I interpret <i>school</i> as: <ol style="list-style-type: none"> a. The legal definition of <i>school</i> per Minnesota Statute 120A.05, b. I further interpret <i>school</i> to be the "real property" consisting of any one of the eight (8) current <i>school</i> buildings and Lower Campus. 2. The phrase <i>principal educational purpose</i> is interpreted as the standard course of academic programs implemented to meet the standards established by the Minnesota Commissioner of Education (MN Statute 120A.05). 3. I interpret <i>substantially change the principal purpose of a school</i> to mean: <ol style="list-style-type: none"> a. Alter the primary use of one of the District's elementary, middle or secondary schools per the legal definition of a <i>school</i> (MN Statute 120A.05). b. Significantly alter the physical space <u>and</u> primary use of a specially designated or designed space of a <i>school</i> (i.e. gym, swimming pool, media center, etc.). c. To demolish, reconfigure, or remodel in order to create a new use at a cost in excess of \$100,000 at one site. 4. I interpret <i>by closing or repurposing it</i> to mean: <ol style="list-style-type: none"> a. <i>Closing</i> is eliminating the use of a District <i>school</i> building for any District purpose. b. <i>Repurposing</i> is: <ol style="list-style-type: none"> i. Creating a District "<i>Destination School</i>" ii. Using a District <i>school</i> building for a purpose not associated with a school. 5. I interpret <i>by consolidating or combining it with another school</i> to mean: <ol style="list-style-type: none"> a. The action of moving one <i>school</i> into another <i>school's</i> building, and eliminating one of the <i>schools</i> affected, or; 	

42

<p>b. Moving one <i>school</i> into another school’s building, and changing the principal educational purpose of individual <i>schools</i>.</p> <p>6. I interpret <i>board approval</i> as an affirmative majority vote by a quorum of the School Board on a recommendation provided by the Superintendent or his/her designee.</p>	
<p><u>Justification:</u></p> <ol style="list-style-type: none"> 1. The legal definition of <i>school</i> was used to delineate those structures from other District real properties. 2. Minnesota Statute 120A.05 defines the <i>principal educational purpose</i> of school sites: <ol style="list-style-type: none"> a. Subd. 9.Elementary school. "Elementary school" means any school with building, equipment, courses of study, class schedules, enrollment of pupils ordinarily in prekindergarten through grade 6 or any portion thereof, and staff meeting the standards established by the commissioner. b. Subd. 11.Middle school. "Middle school" means any school other than a secondary school giving an approved course of study in a minimum of two consecutive grades above 4th but below 10th with building, equipment, courses of study, class schedules, enrollment, and staff meeting the standards established by the commissioner of education. c. Subd. 13.Secondary school. "Secondary school" means any school with building, equipment, courses of study, class schedules, enrollment of pupils ordinarily in grades 7 through 12 or any portion thereof, and staff meeting the standards established by the commissioner of education. (Note: the Education Center in Eden Prairie is not included in this definition, as the District does not own real property at that site.) 3. The definition of “Real Property” was used to differentiate it from other types of property owned by the district <ol style="list-style-type: none"> a. “Real Property” is defined as “A building or structure shall include the building or structure itself, together with all improvements or fixtures annexed to the building or structure, which are integrated with and of permanent benefit to the building or structure, regardless of the present use of the building, and which cannot be removed without substantial damage to itself or to the building or structure.” (MN Statute 272.03.b.) (Note: the Education Center in Eden Prairie is not included in this definition, as we do not own real property at that site.) 4. <i>Closing or Repurposing</i> <ol style="list-style-type: none"> a. It is not uncommon for individual rooms in a facility to provide several functions as needs arise and priorities change over a period of time while the <i>school</i> as a whole retains its <i>principal educational purpose</i>. Most often, the <i>repurposing</i> of usable space does not require substantial changes to the physical structure. b. This interpretation does not limit Administration from managing its <i>schools</i> to produce the desired ends. It does limit the administration from <i>substantially changing</i> to a <i>school</i> in a manner that would: 	

43

44

<ul style="list-style-type: none"> i. Physically alter a “specially designated or designed space” for a new use. ii. Require contracts over \$100,000 for repurposing classroom or specialized space at a single <i>school</i> to be approved by the School Board per MN Statute 123B.52 and MN Statute 471.345, Subd. 3. <p>5. “<i>Destination School</i>”</p> <ul style="list-style-type: none"> a. Meets the legal definition of a <i>school</i> and provides the standard academic program and standards as established by the Minnesota Commissioner of Education <i>in an alternative, enhanced, or specialized learning environment</i>. b. Is open to enroll <u>eligible</u> students regardless of their home location within the School District c. Provides a specialized academic focus in <i>an alternative, enhanced, or specialized learning environment</i> that may include, but is not limited to: language immersion, technology, environmental studies, fine arts, online, STEM, etc. <ul style="list-style-type: none"> i. Programs such as Level III Gifted Services, Special Education Low Incidence and Center-Based programs, and English Language Learners are not <i>destination schools</i>. ii. Eagle Heights Spanish Immersion School is a <i>destination school</i> per this interpretation. iii. The Level IV Gifted and Talented programming would be considered a <i>destination school</i> at such point as it encompasses multiple grade levels at one or more <i>school</i> sites. <p>6. Board Approval</p> <ul style="list-style-type: none"> a. School Board voting rules are self-explanatory and legally required to do the business of the school district <p>This interpretation has the expectation that the Superintendent will undertake a process that provides adequate background information, opportunities for discussion, and culminates with a specific recommendation for Board action.</p>	
<p><u>Measurement Plan:</u> The Superintendent shall be found to be in compliance with this policy when:</p> <ul style="list-style-type: none"> 1. The district’s <i>school</i> sites retain their “principal” educational purpose, 2. The district’s <i>school</i> sites are not repurposed, consolidated or combined with another school without Board approval. 	
<p><u>Evidence:</u> No spaces were changed during the reporting period.</p>	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	

<p>2.7.11 Furthermore, the Superintendent shall not: Allow anyone other than the School Board to name facilities, schools, classrooms, or spaces within the district.</p>	
<p><u>Operational Interpretation:</u> The Eden Prairie School Board is responsible for permanently naming facilities, which includes buildings, rooms, internal spaces, streets, landscape materials and associated exterior furnishings, courts, athletic fields, open spaces, forests, and all other areas owned, operated, or controlled by the Eden Prairie School District.</p> <p>Eden Prairie School District may name facilities according to provisions established by statute. The School Board may elect to name facilities in recognition of individuals who have attained achievements of extraordinary and lasting distinction or enter into authorized agreements and contracts to lease naming rights for school facilities or enter into an agreement with a sponsoring agent in order to generate alternative sources of revenue to be used according to a plan specified by the School Board.</p>	
<p><u>Justification:</u> Board authority, established in statute, permits the Board to enter into a contract to lease the naming rights for school facilities, sell advertising on or in facilities and otherwise enter into an agreement with a sponsoring agent. The School Board exercises approval authority for naming of all facilities owned, operated, or controlled by the Eden Prairie School District.</p>	
<p><u>Measurement Plan:</u> Compliance with this policy shall be evidenced via the Board naming all permanent facilities owned or leased by the District.</p>	
<p><u>Evidence:</u> No spaces were named during the reporting period.</p>	
<p><u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation</p>	
<p>2.7.12 Furthermore, the Superintendent shall not: Eliminate any non-state-required programs that would adversely affect our reputation and/or diminish the value of our broad-based educational opportunities without School Board approval.</p>	
<p><u>Operational Interpretation:</u></p> <ol style="list-style-type: none"> 1. An “educational program” is defined as “a set of learning activities with a specific goal.” In the context of a school district, an educational program is interpreted as a set of courses leading to acquisition or mastery of a set of identified competencies. 	

45

46

<p>2. The core of this policy [The Superintendent shall not] “Eliminate any non-state required programs...without board approval” is self-explanatory. I interpret this policy to mean that Administration must seek approval via official vote of the School Board to discontinue any educational program at any level that is not required by Minnesota statute.</p> <p>a. The State of Minnesota requires the following of all of its high school graduates:</p> <ul style="list-style-type: none"> i. 4 credits of language arts ii. 3 credits of mathematics, including algebra, geometry, statistics and probability sufficient to satisfy the standards. Students in the graduating class of 2015 and beyond must complete an algebra II credit or its equivalent as part of the 3-credit requirement. In addition to the high school credits, students in the graduating class of 2015 and beyond must also complete an algebra I credit by the end of eighth grade. iii. 3 credits of science, including a biology credit. In addition, students in the graduating class of 2015 and beyond must complete a chemistry, physics, or Career and Technical Education (CTE) credit as part of the 3-credit requirement. (The CTE credit must meet the standards underlying the chemistry or physics credit.) iv. 3½ credits of social studies, including U.S. history, geography, government and citizenship, world history and economics. v. 1 credit in the arts vi. 7 elective credits <p>b. In grades K-8 school districts are required to put state academic standards into place so all students have access to high-quality content and instruction. Districts must develop local standards for subjects that do not have state standards. (Source: MDE) Therefore, specific elective courses and programs are not required at these levels, but the standards embedded in those courses and programs are required to be delivered in some form to students.</p> <p>3. The phrase “adversely affect our reputation and/or diminish educational opportunities” is subjective in nature. Therefore, the discussion regarding “value” becomes a consideration for the School Board rather than one for the Superintendent in the decision-making process.</p>	
<p><u>Justification:</u> The parents and owners of Eden Prairie schools value the broad-based educational program offered by the District.</p>	
<p><u>Measurement Plan:</u> Compliance shall be evidenced by adherence to the intent and direction of this policy.</p>	

<u>Evidence:</u> No programs were eliminated during the reporting period.	
<u>Statement of Assertion:</u> Report is Reasonable and Evidence support the Operational Interpretation	
School Board member's summarizing comments:	

Eden Prairie Public Schools

2018 Residential Survey

Survey Methodology

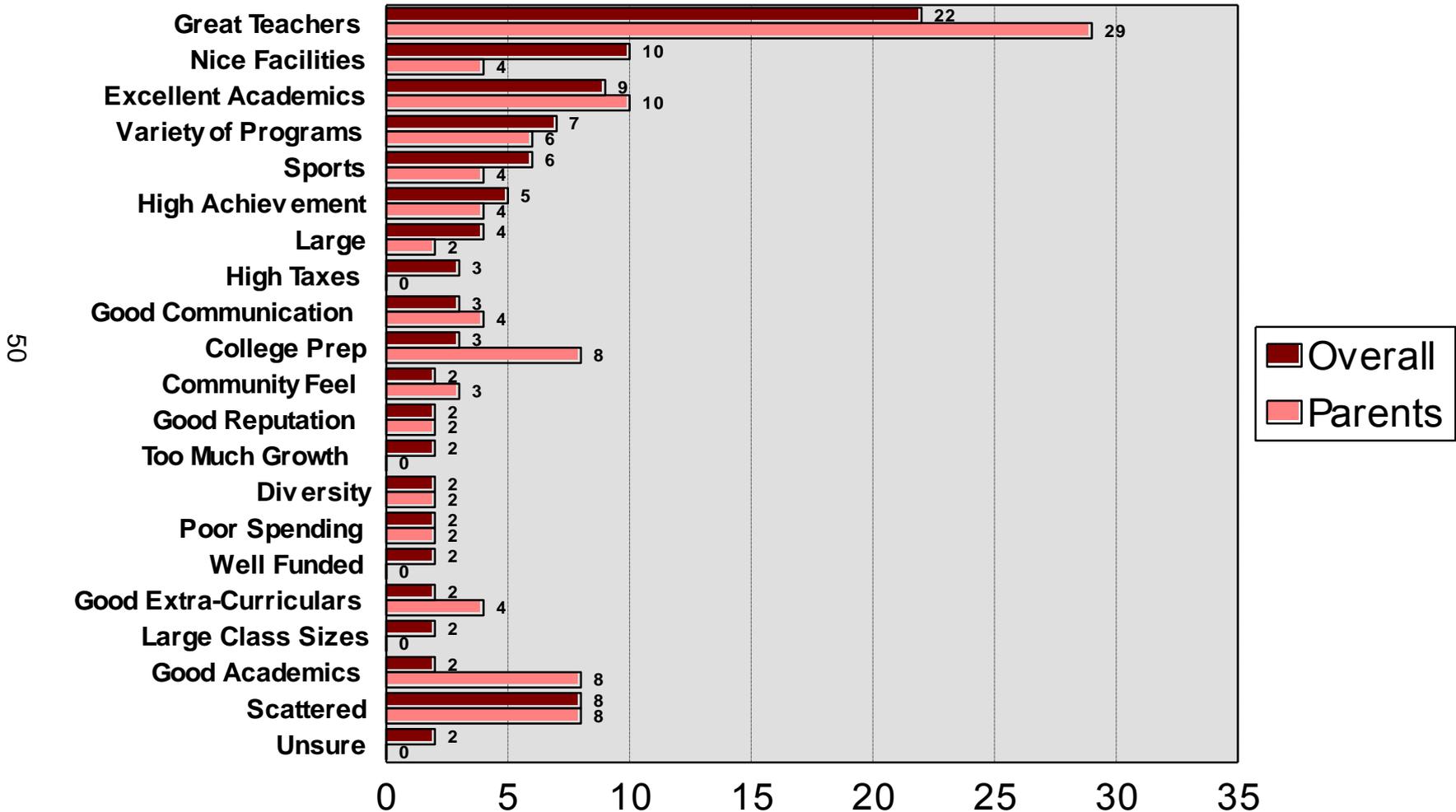
2018 Eden Prairie Public Schools

- ① 400 random sample of Eden Prairie School District households; projectable within +/- 5.0% in 95 out of 100 cases
- ① Balloon Sample to 250 Eden Prairie School District Parents; projectable within +/- 6.3% in 95 out of 100 cases
- ① Balloon Sample to 152 Eagle Heights Immersion School Parents; projectable within +/- 6.3% in 95 out of 100 cases
- ① Telephone interviews conducted between May 22nd and June 22nd, 2018
- ① Average interview time of 31 minutes
- ① Non-response level of 5.5%

49

Describe EPS

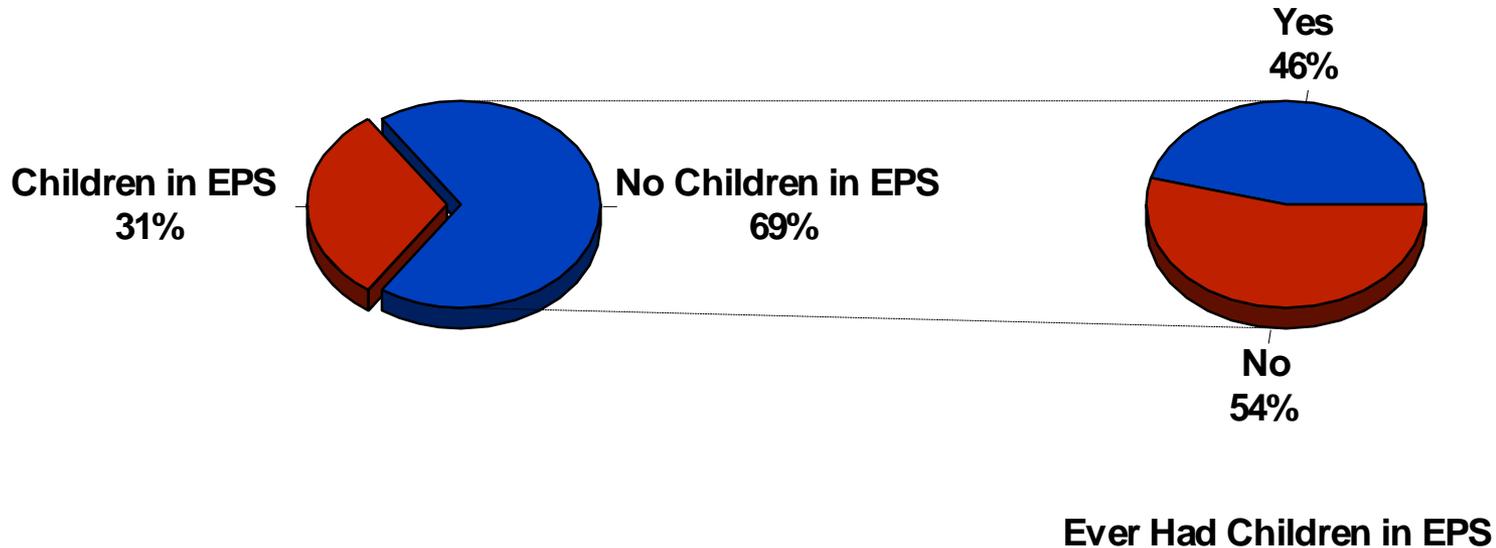
2018 Eden Prairie Public Schools



Empty Nesters/Children Not Attending EPS

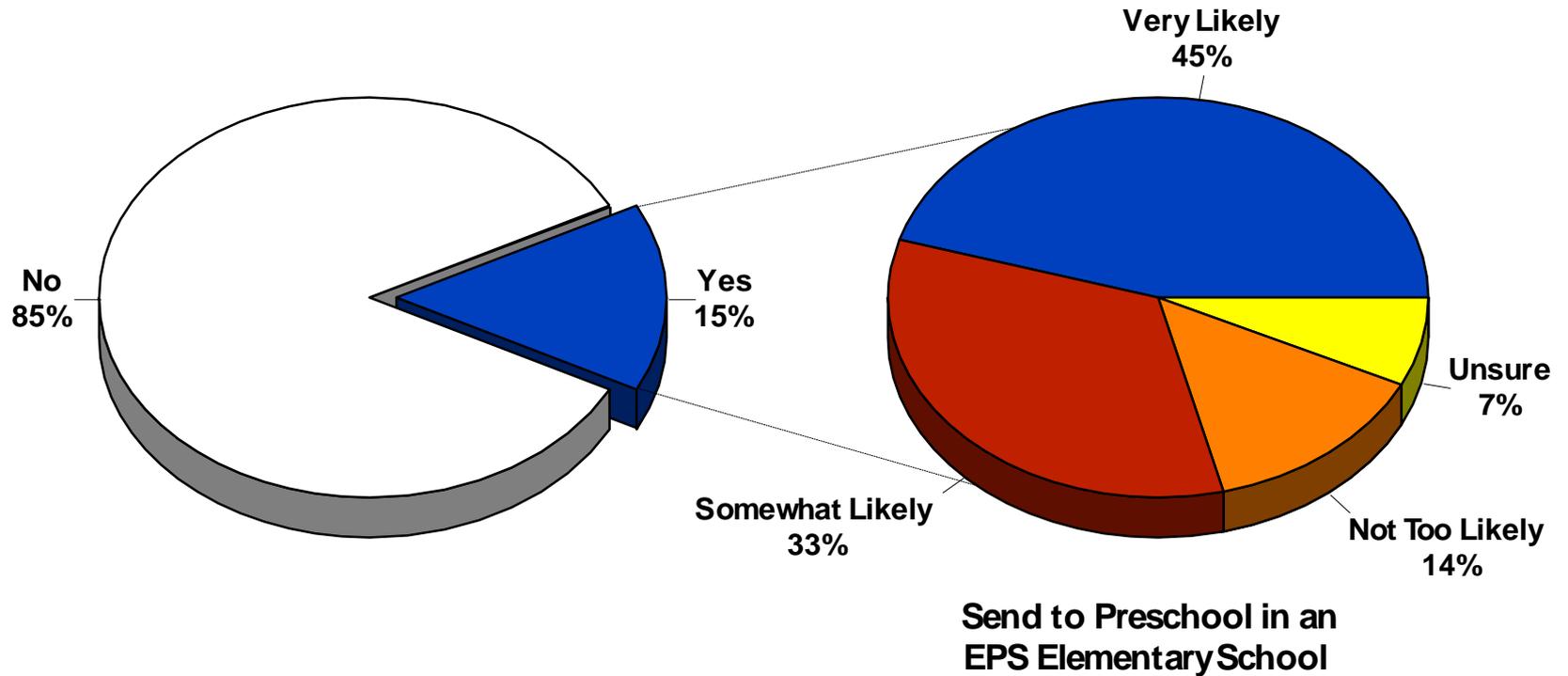
2018 Eden Prairie Public Schools

51



Preschoolers I

2018 Eden Prairie Public Schools

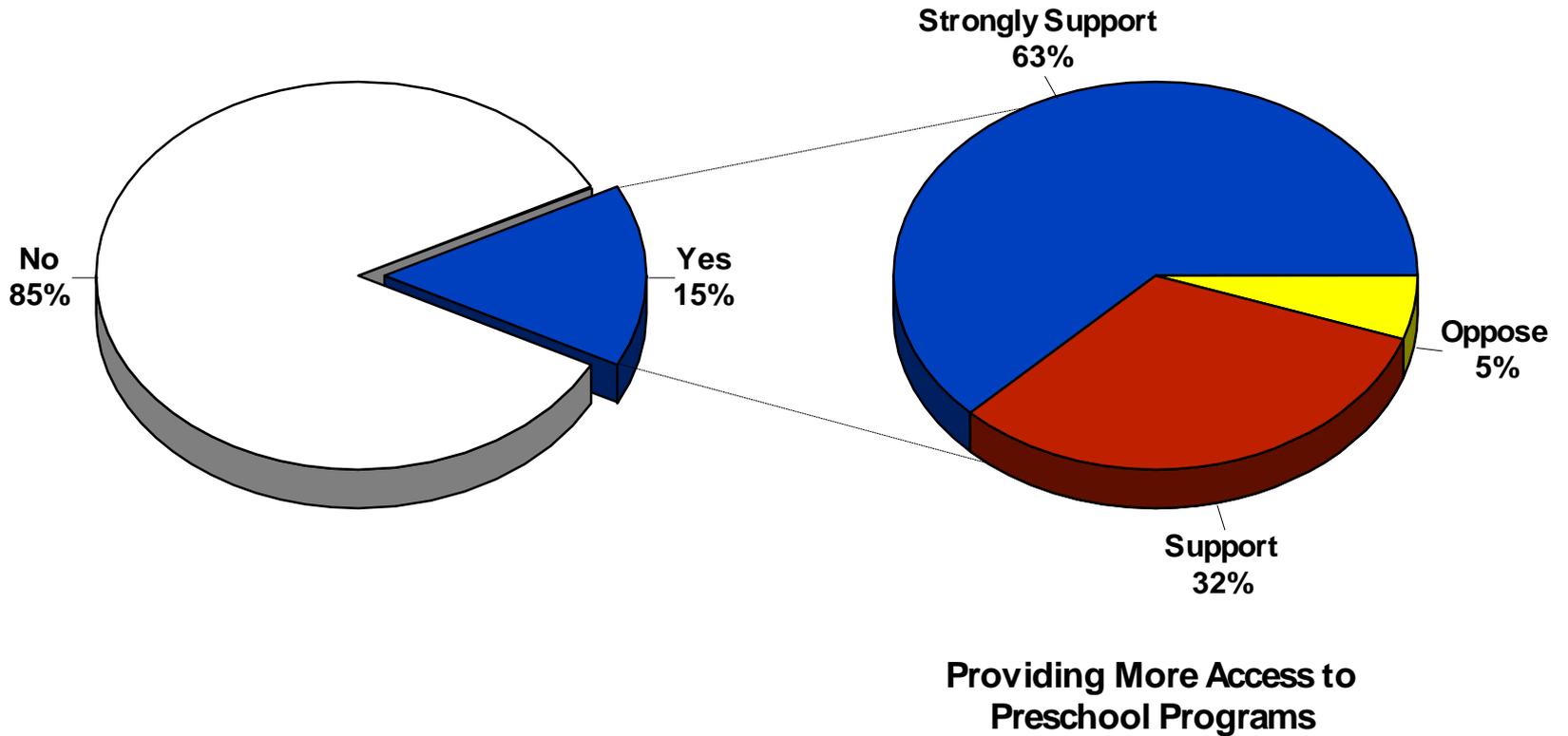


52

Preschoolers II

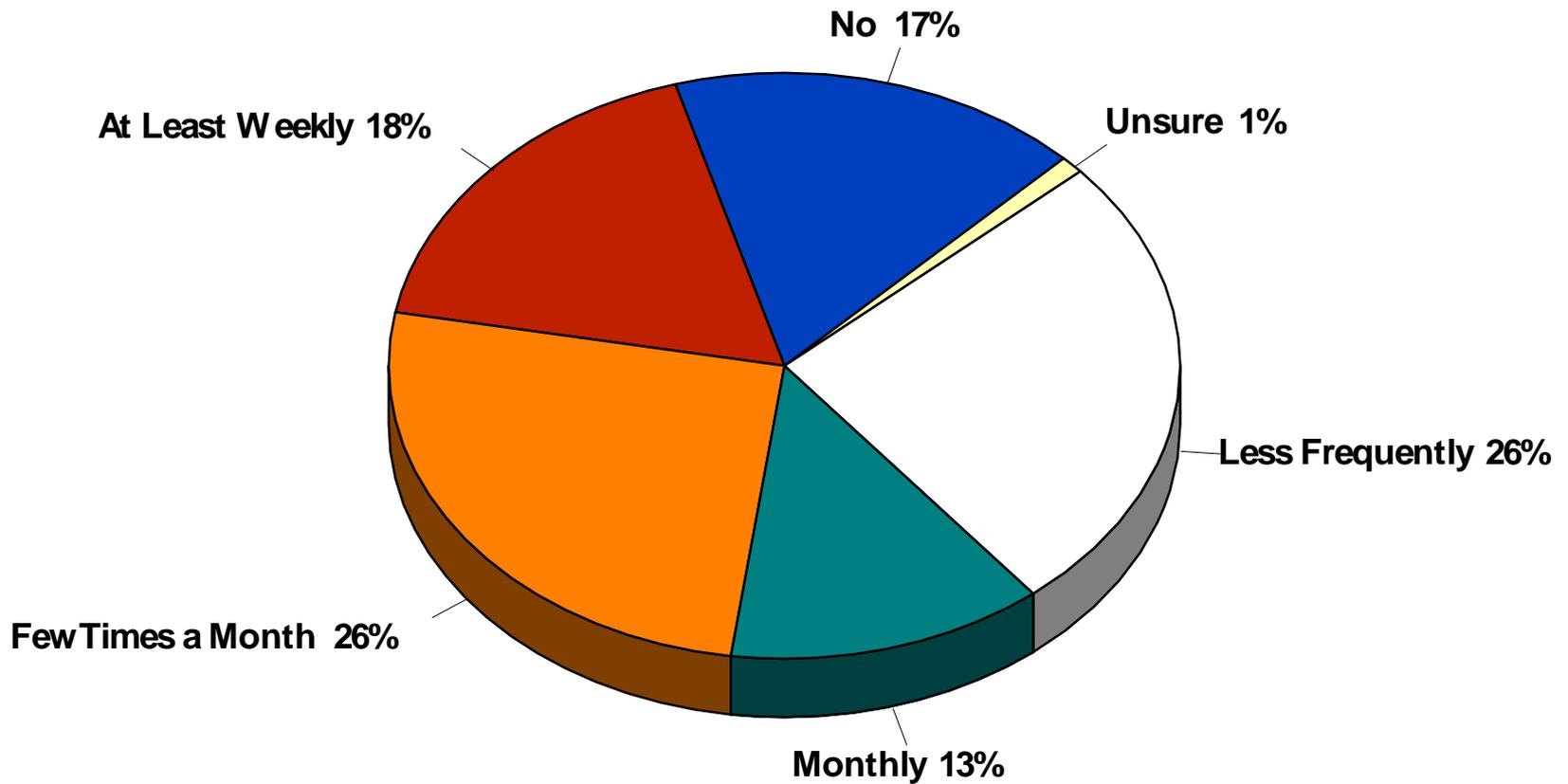
2018 Eden Prairie Public Schools

53



Talk with EPS Parents (Non-Parents)

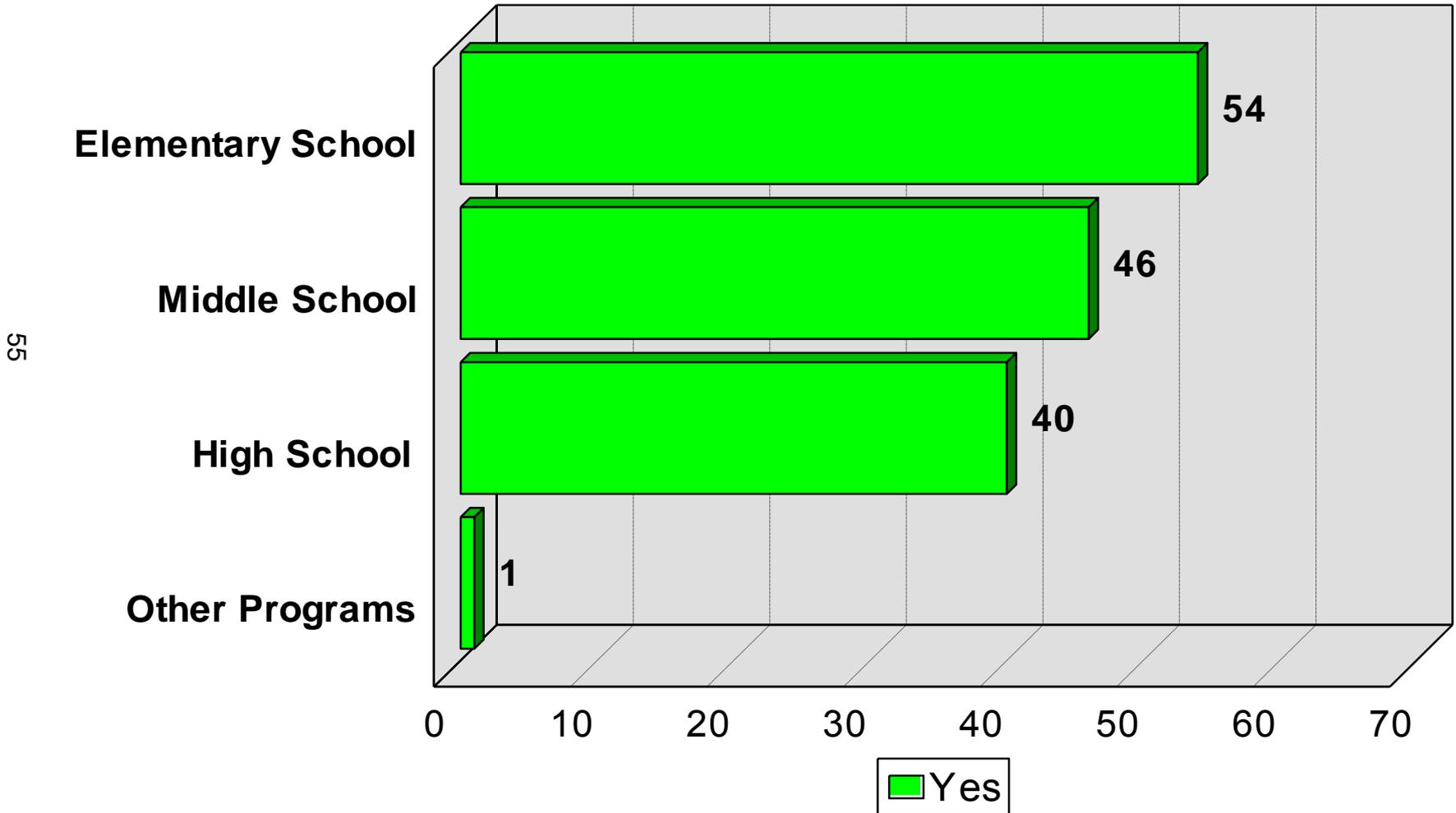
2018 Eden Prairie Public Schools



54

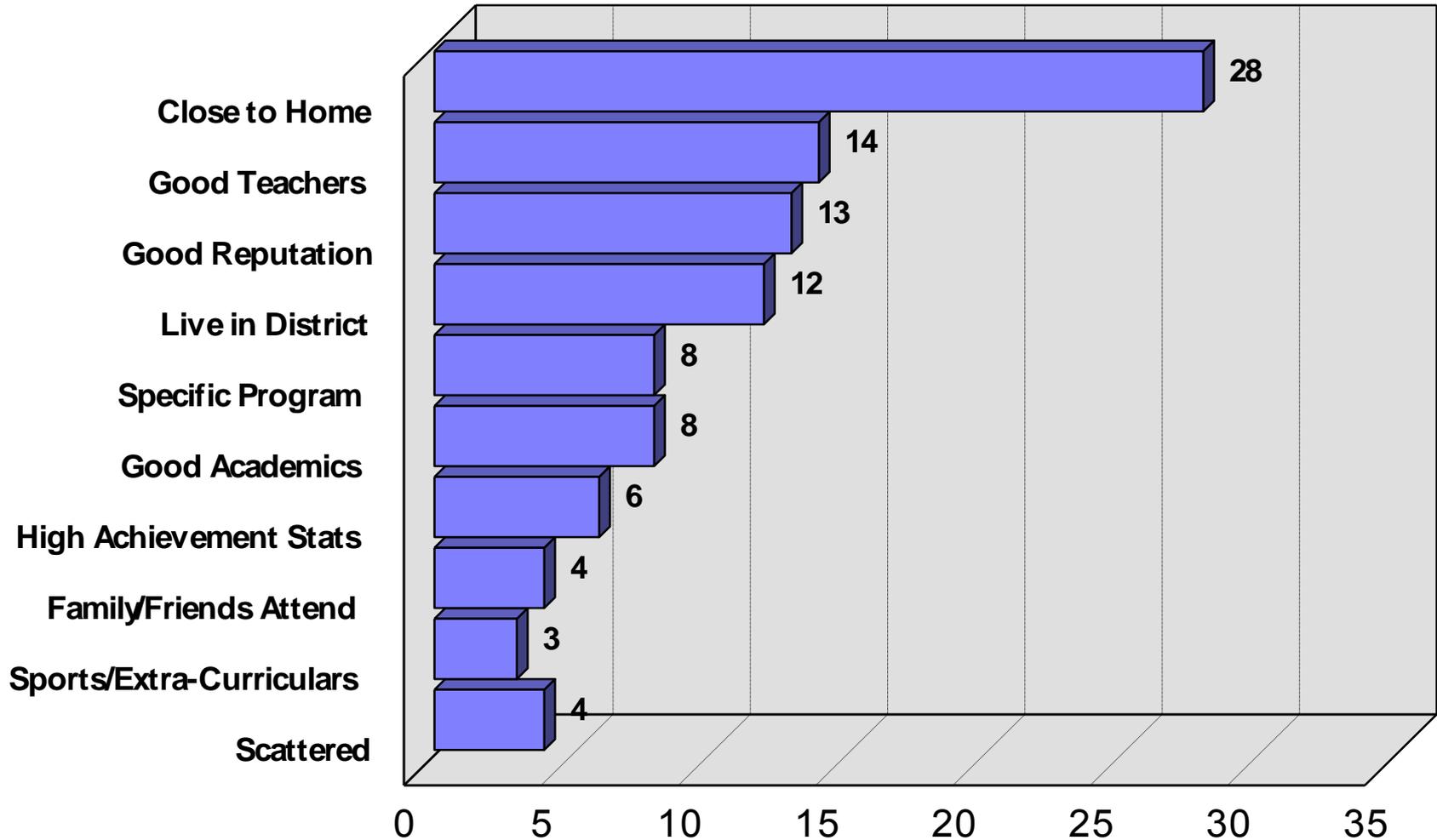
Grade Level of Children

2018 Eden Prairie Public Schools



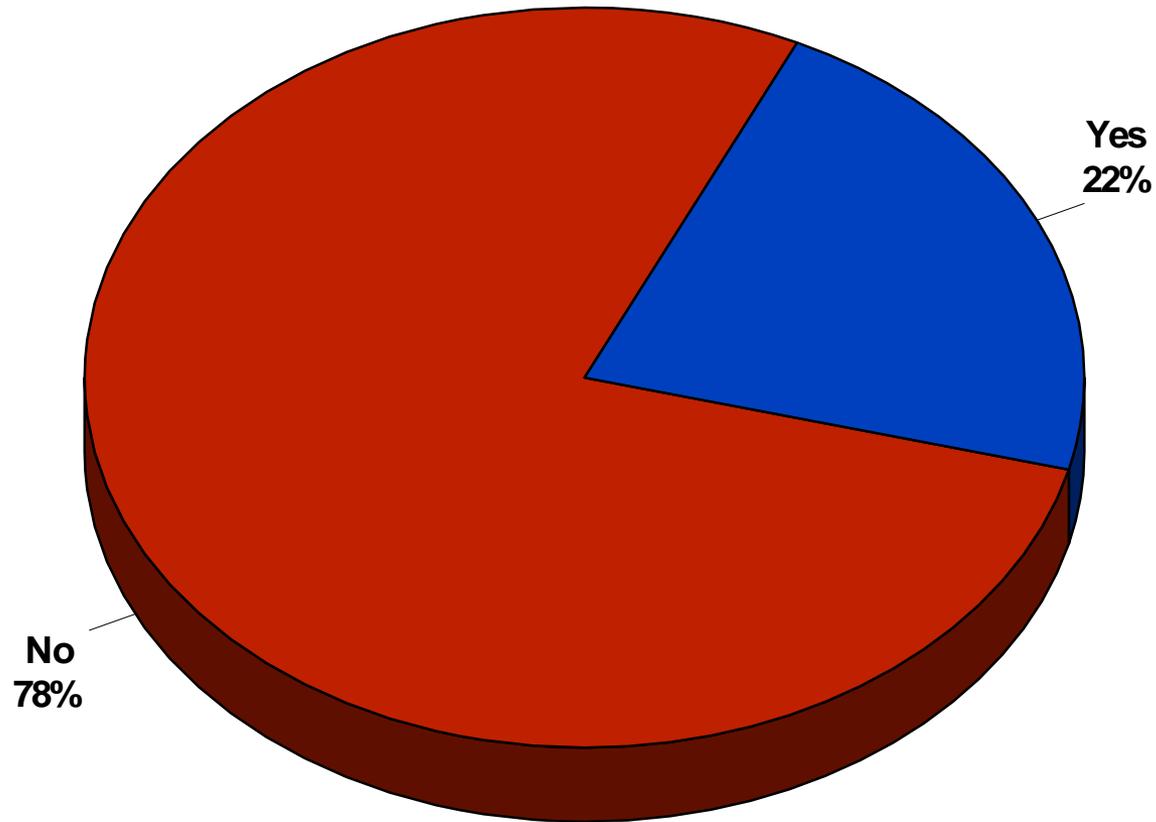
Why Sent Child to EPS

2018 Eden Prairie Public Schools



Special Needs Programs

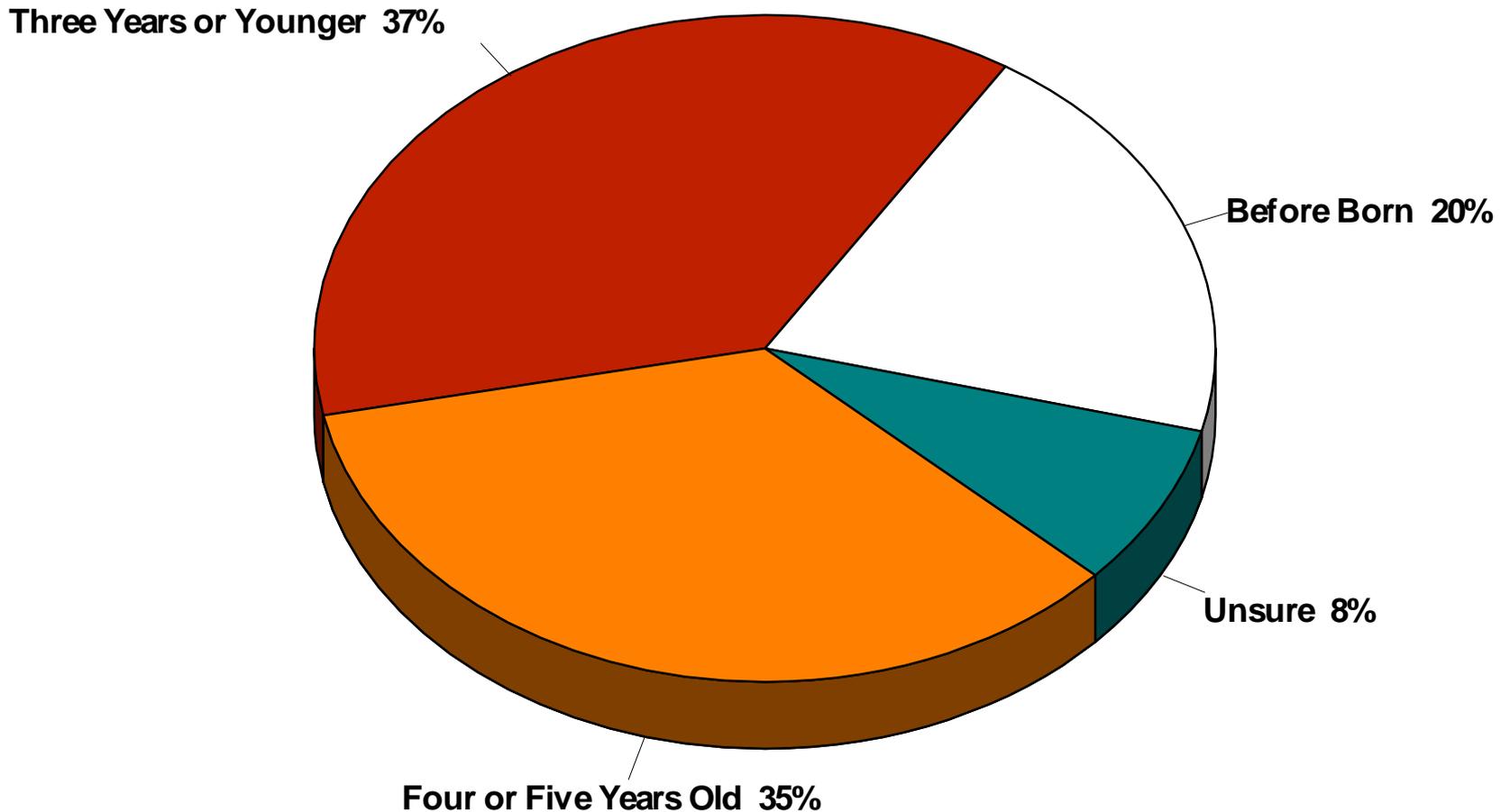
2018 Eden Prairie Public Schools



57

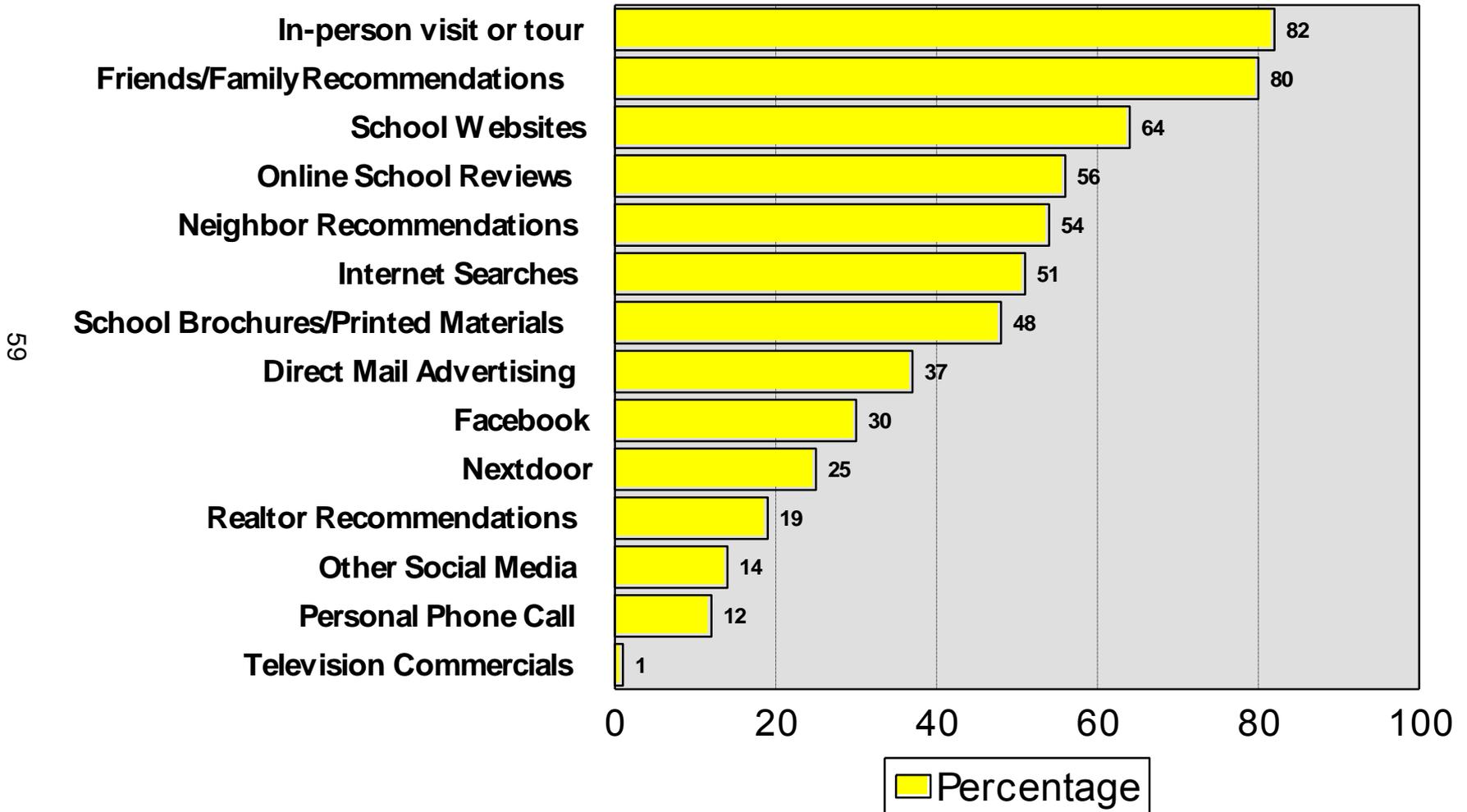
When Decision to Send to EPS

2018 Eden Prairie Public Schools



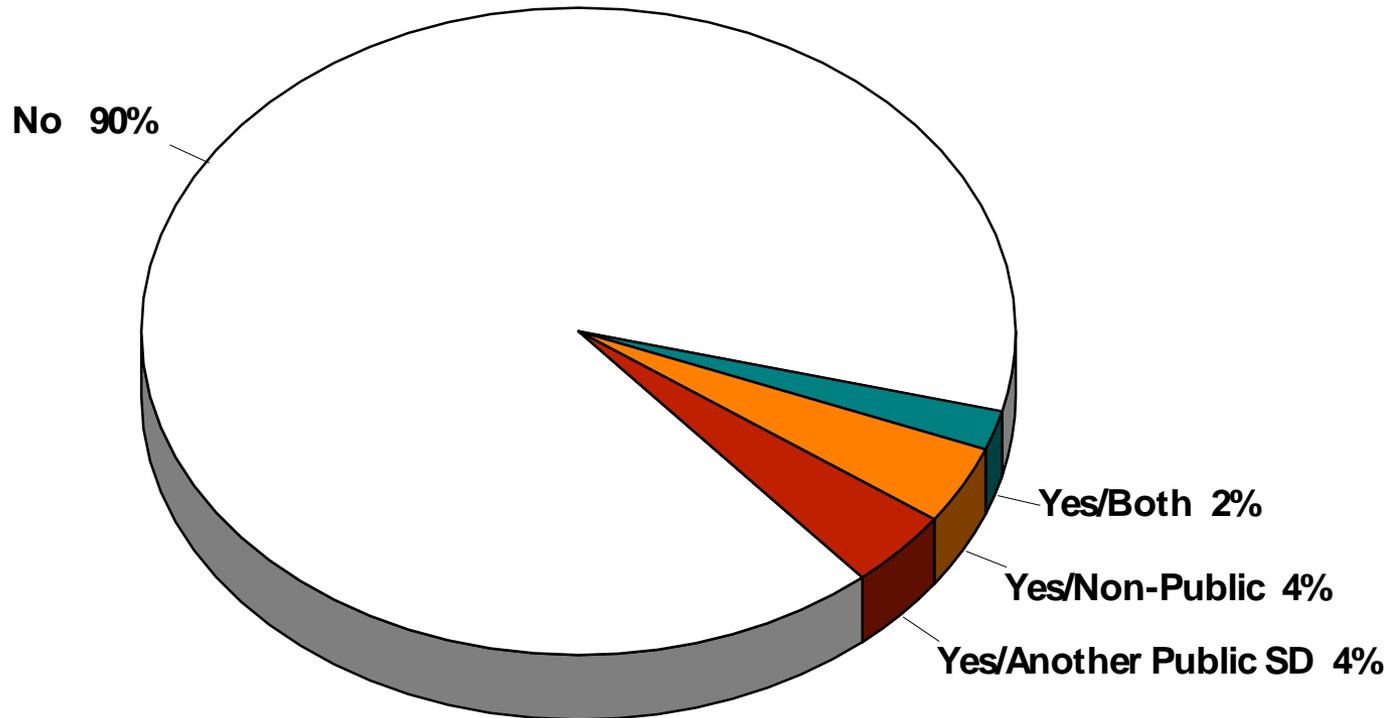
Used to Gather Information about Schools

2018 Eden Prairie Public Schools



Considered Taking Child Out of EPS

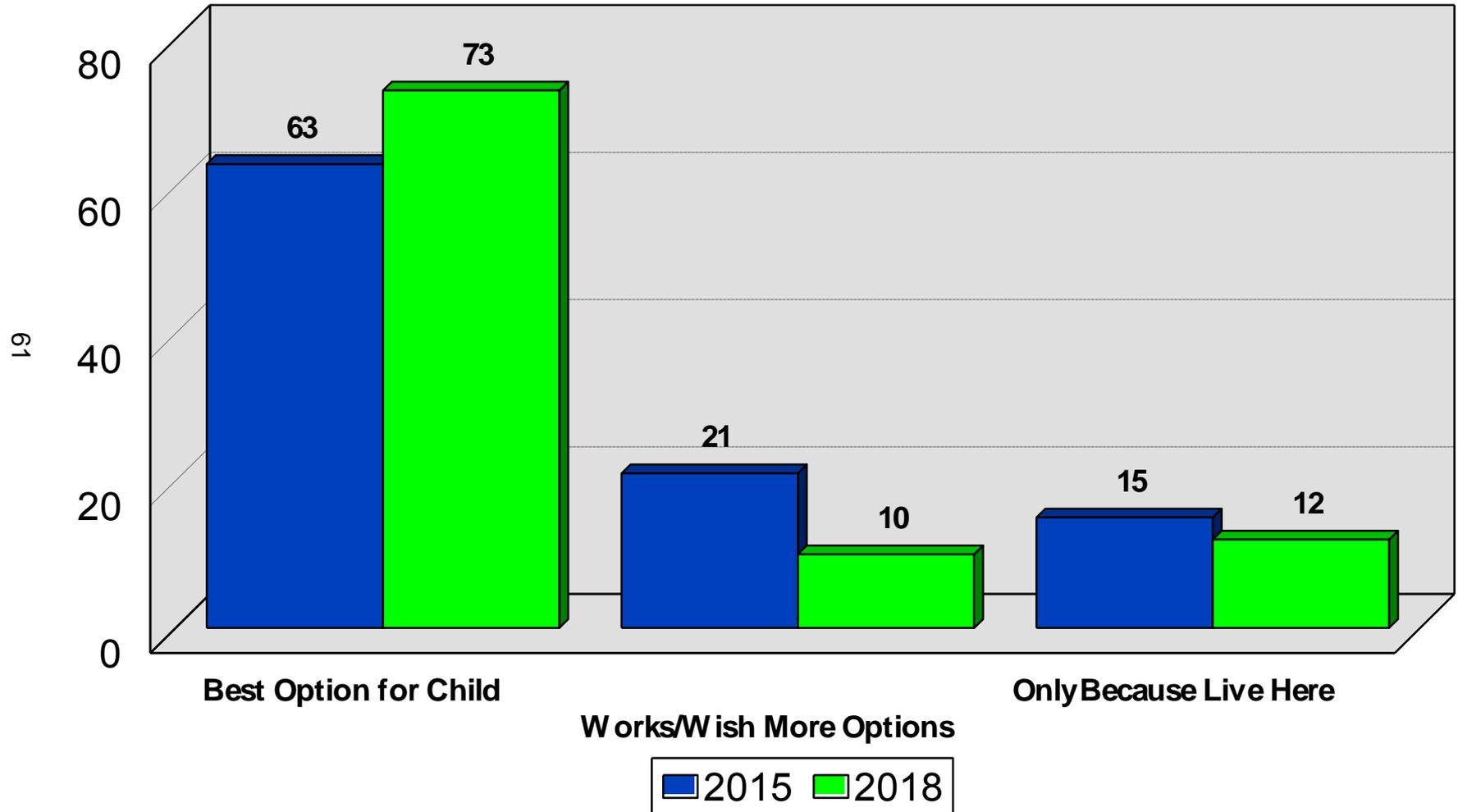
2018 Eden Prairie Public Schools



09

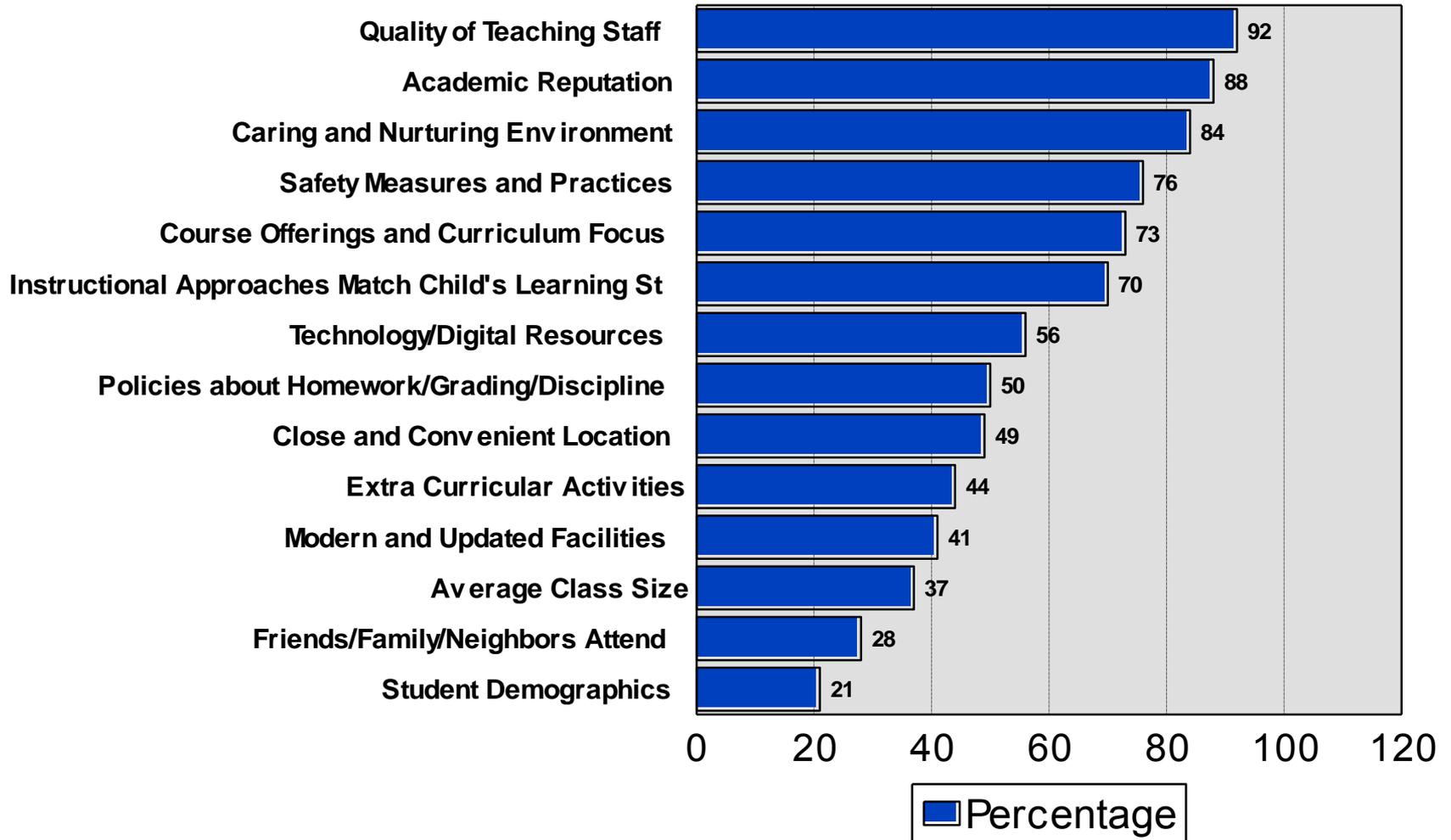
Opinion of EPS

2018 Eden Prairie Public Schools



“Very Important” Reason in Choosing a School

2018 Eden Prairie Public Schools

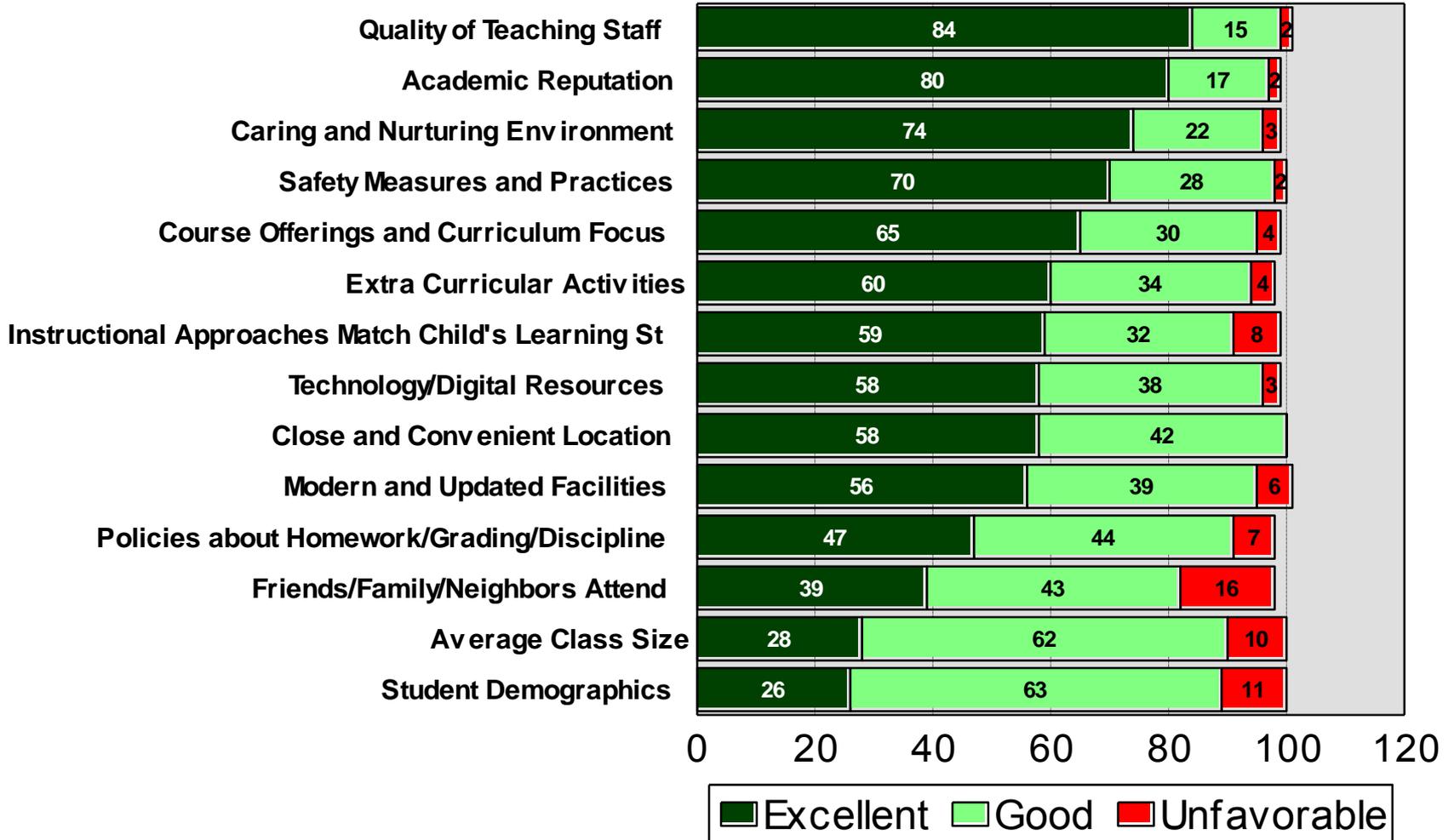


62

Rating of EPS....

2018 Eden Prairie Public Schools

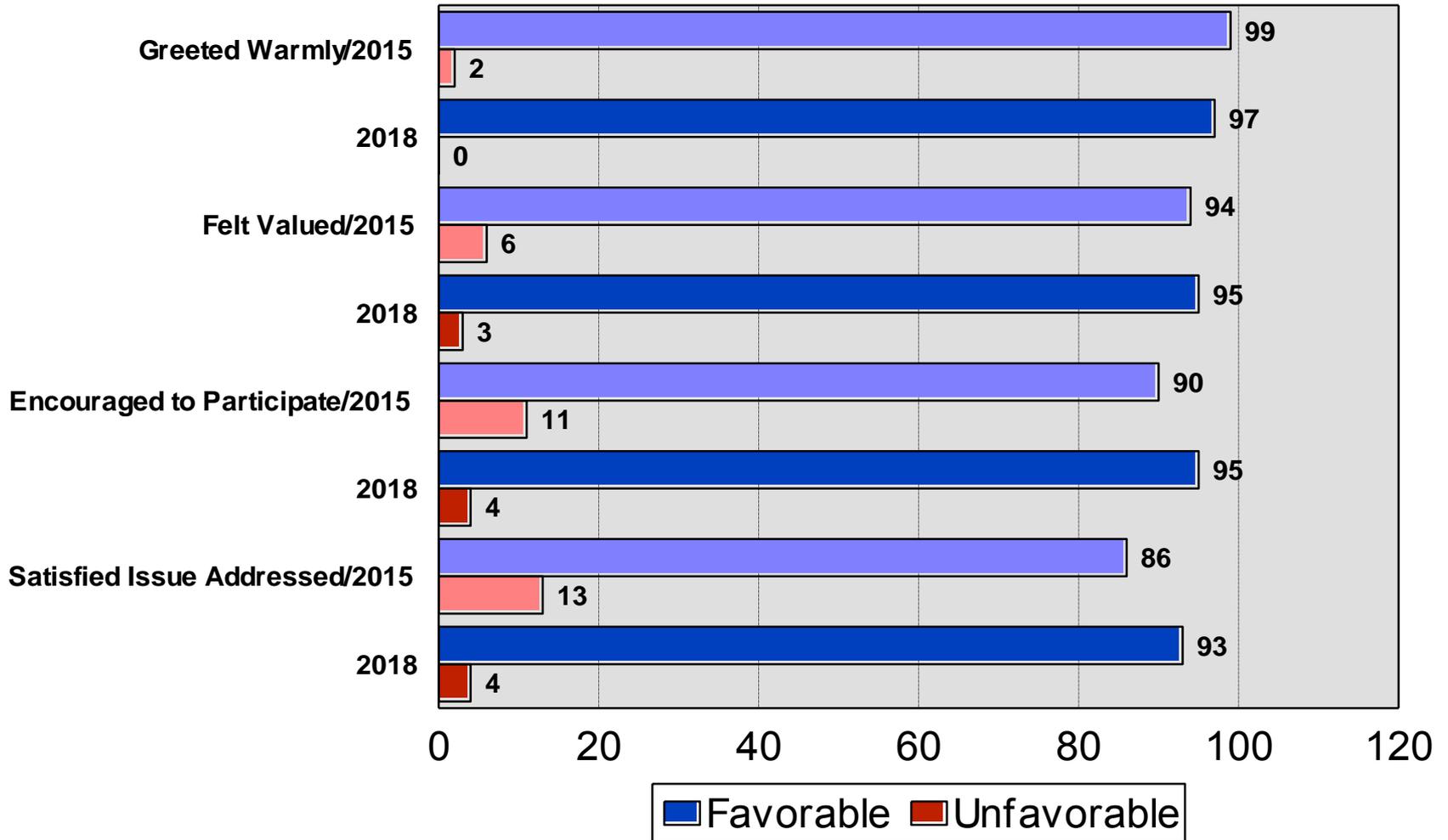
63



Opinion of School Contact

2018 Eden Prairie Public Schools

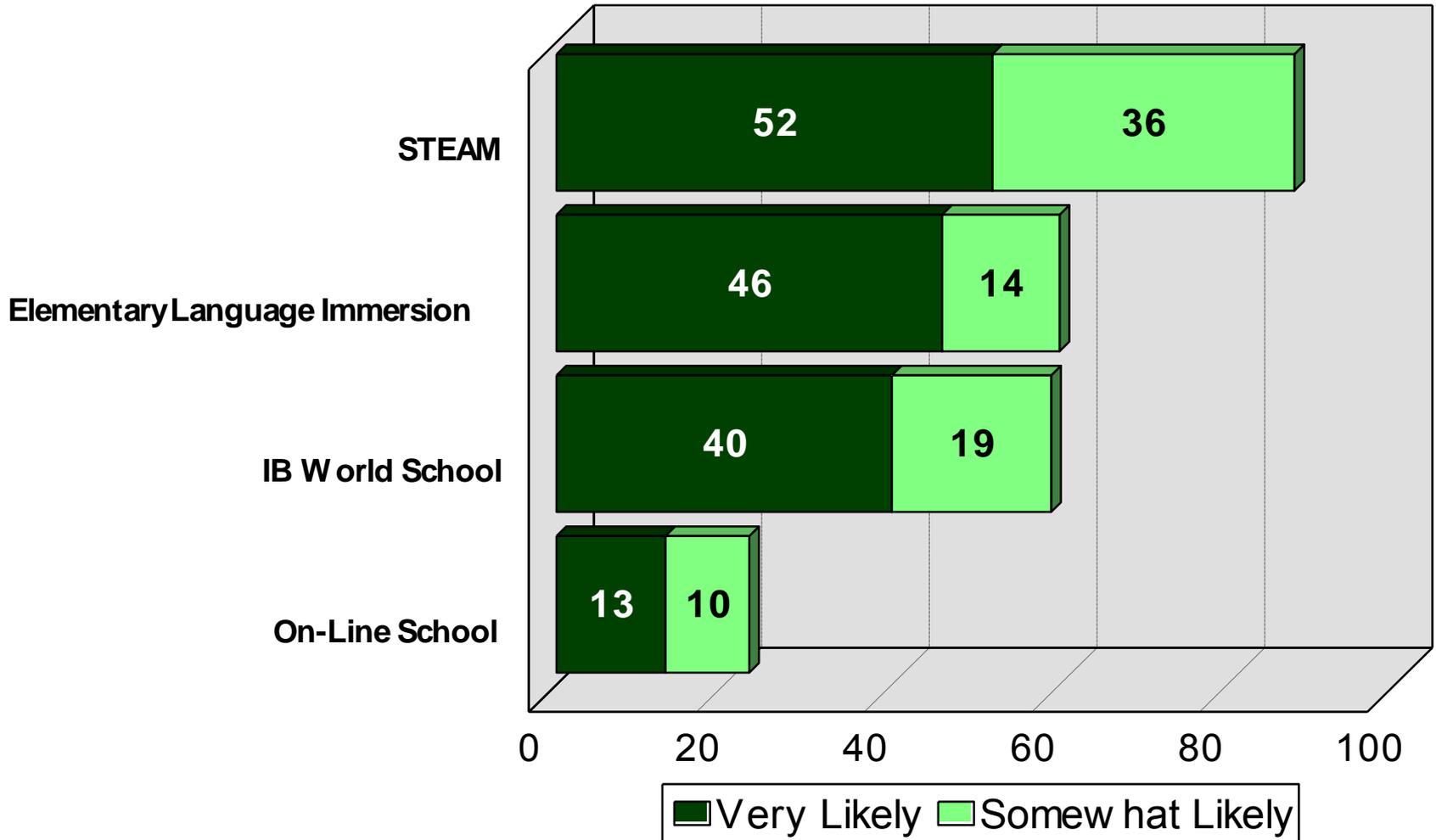
64



Education Programs and Offerings

2018 Eden Prairie Public Schools

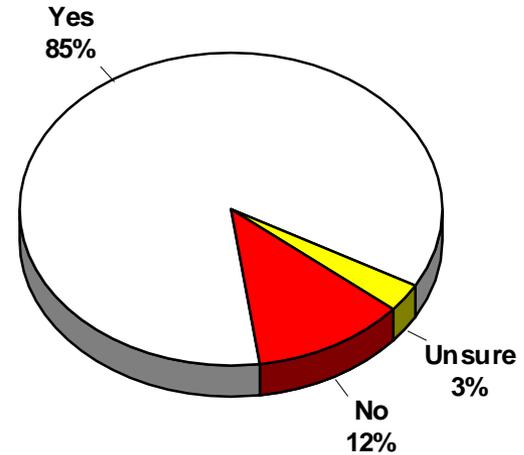
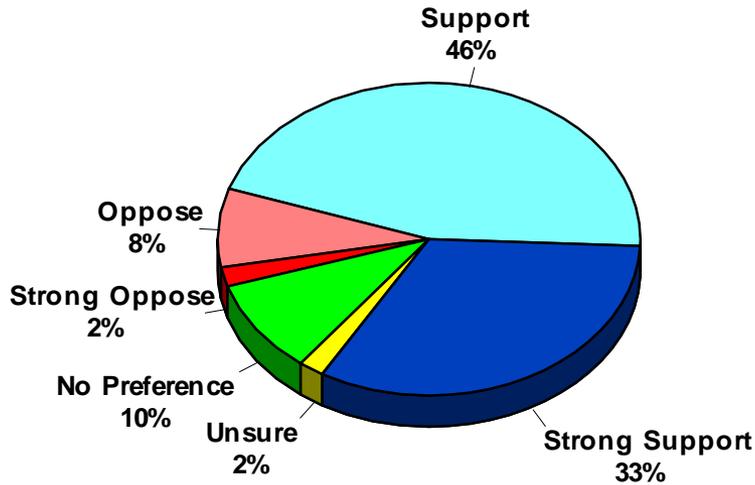
65



Designing Pathways

2018 Eden Prairie Public Schools

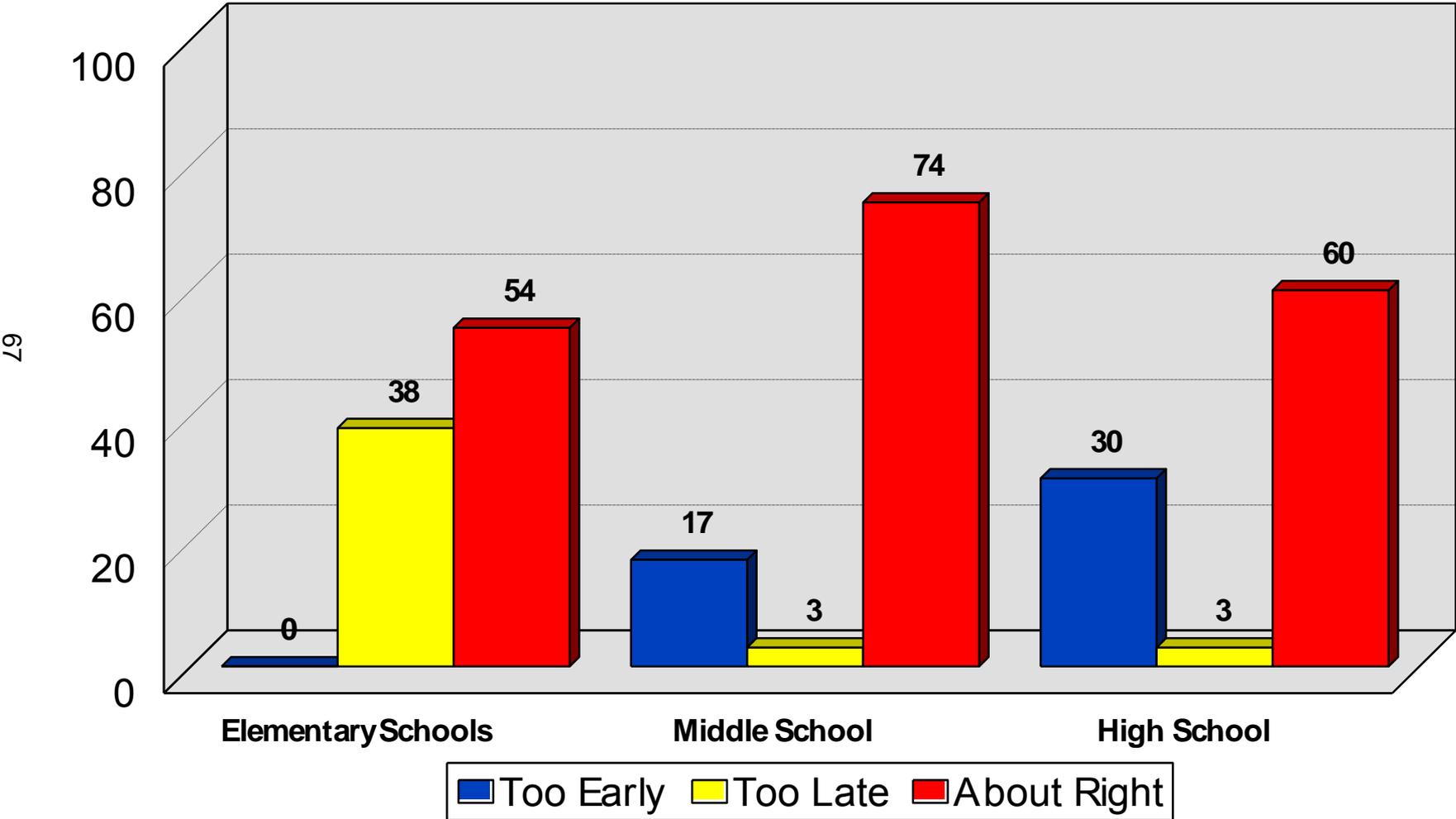
66



**“Supporters:“
Still Support if Property
Tax Increase**

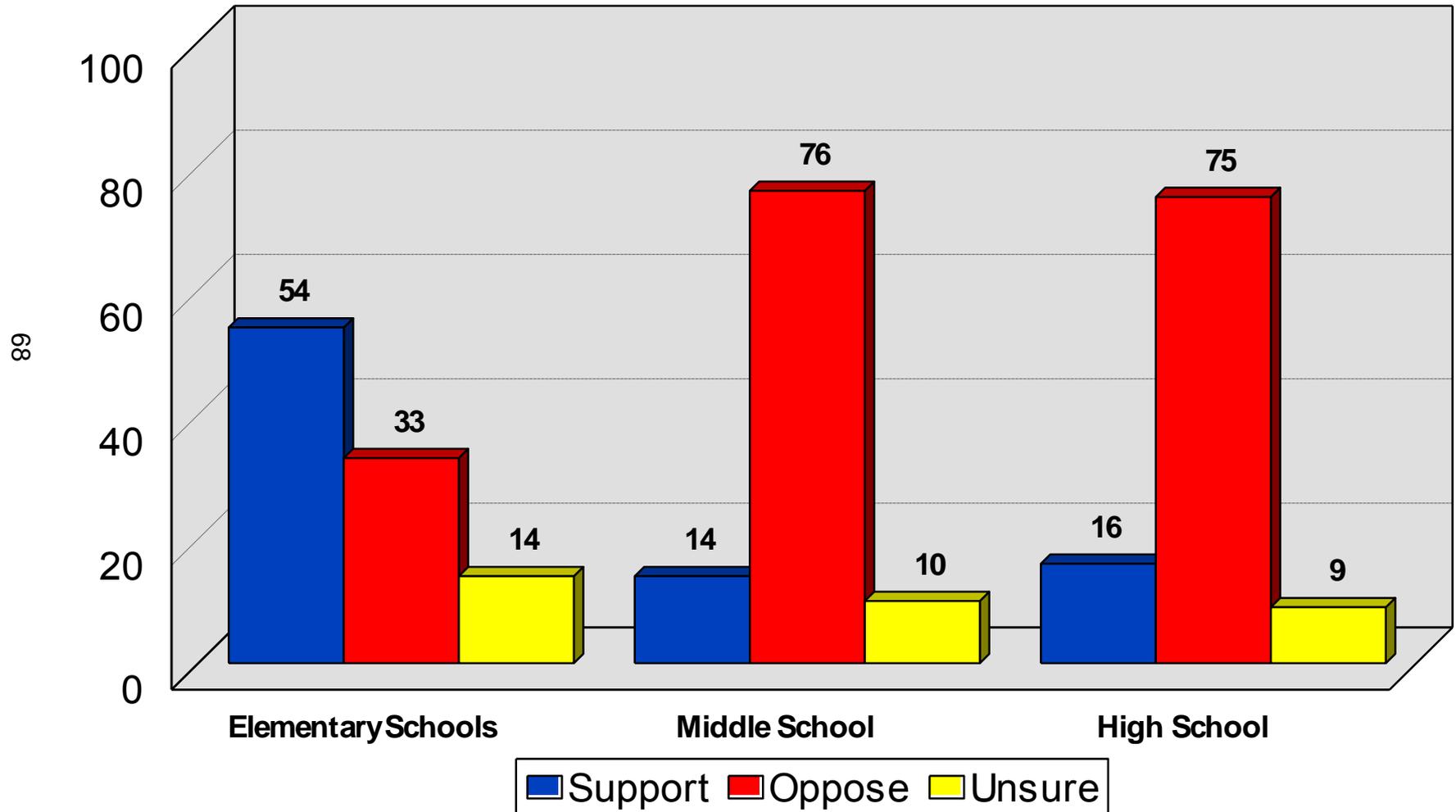
School Start Times

2018 Eden Prairie Public Schools



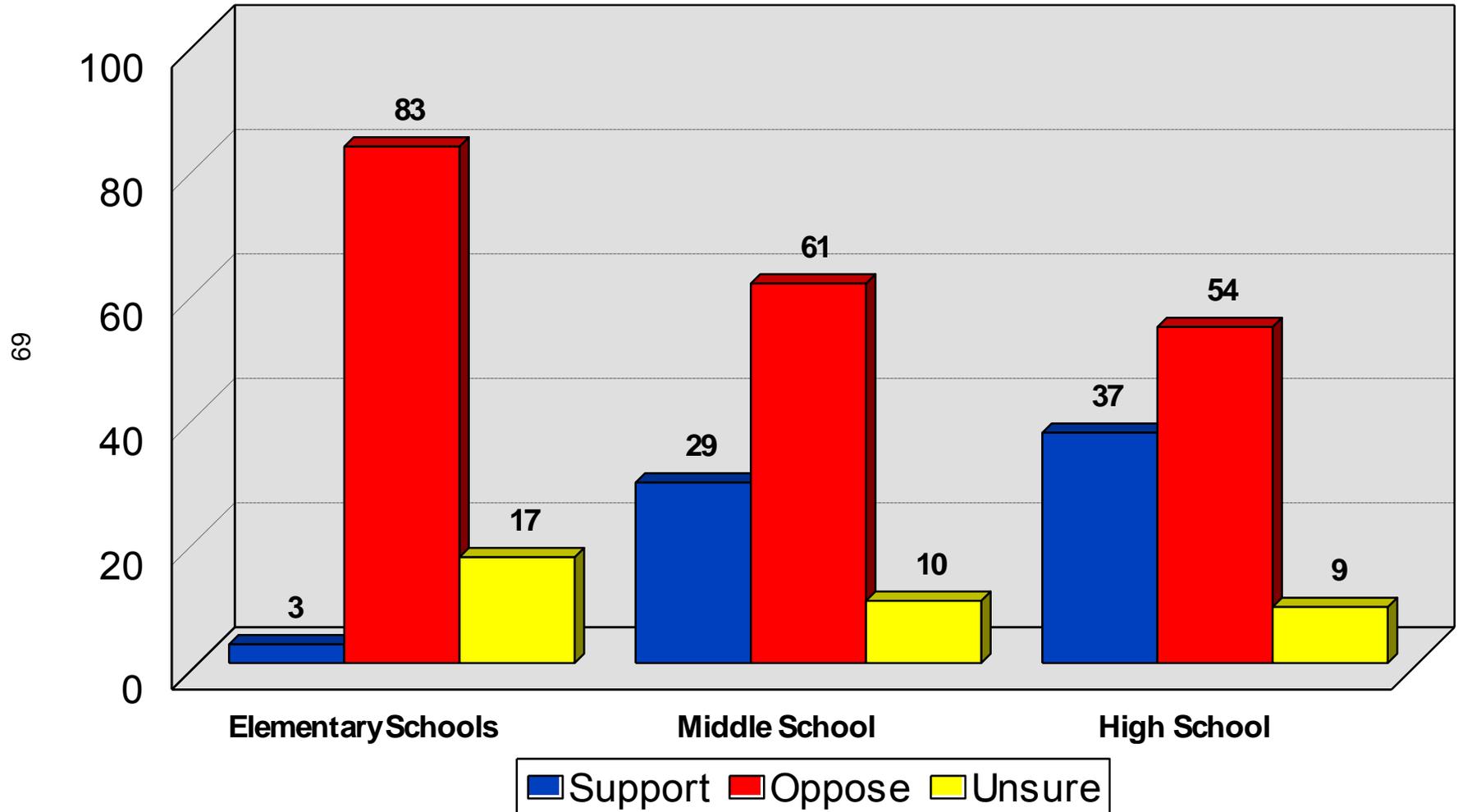
Earlier School Start Time

2018 Eden Prairie Public Schools



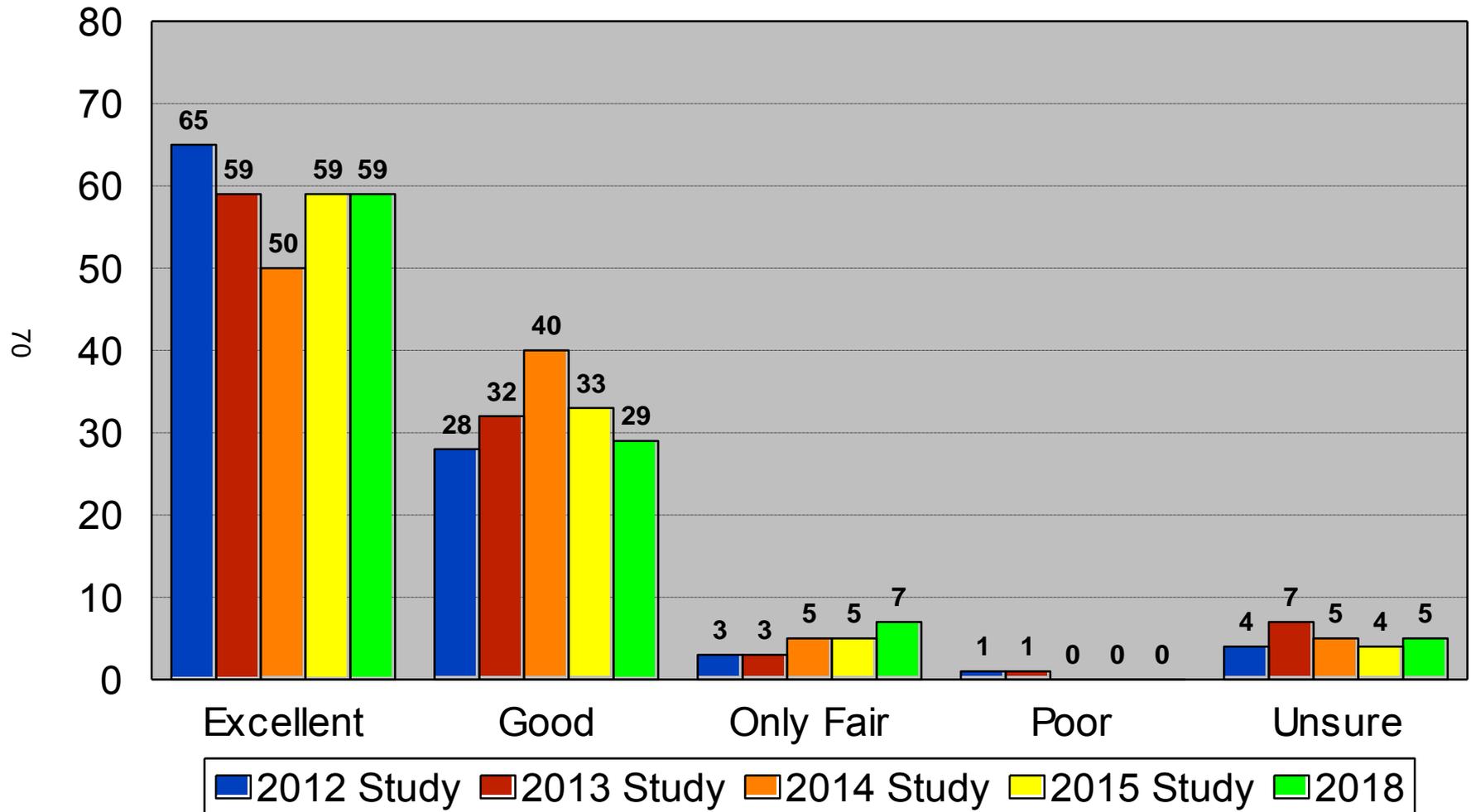
Later School Start Time

2018 Eden Prairie Public Schools



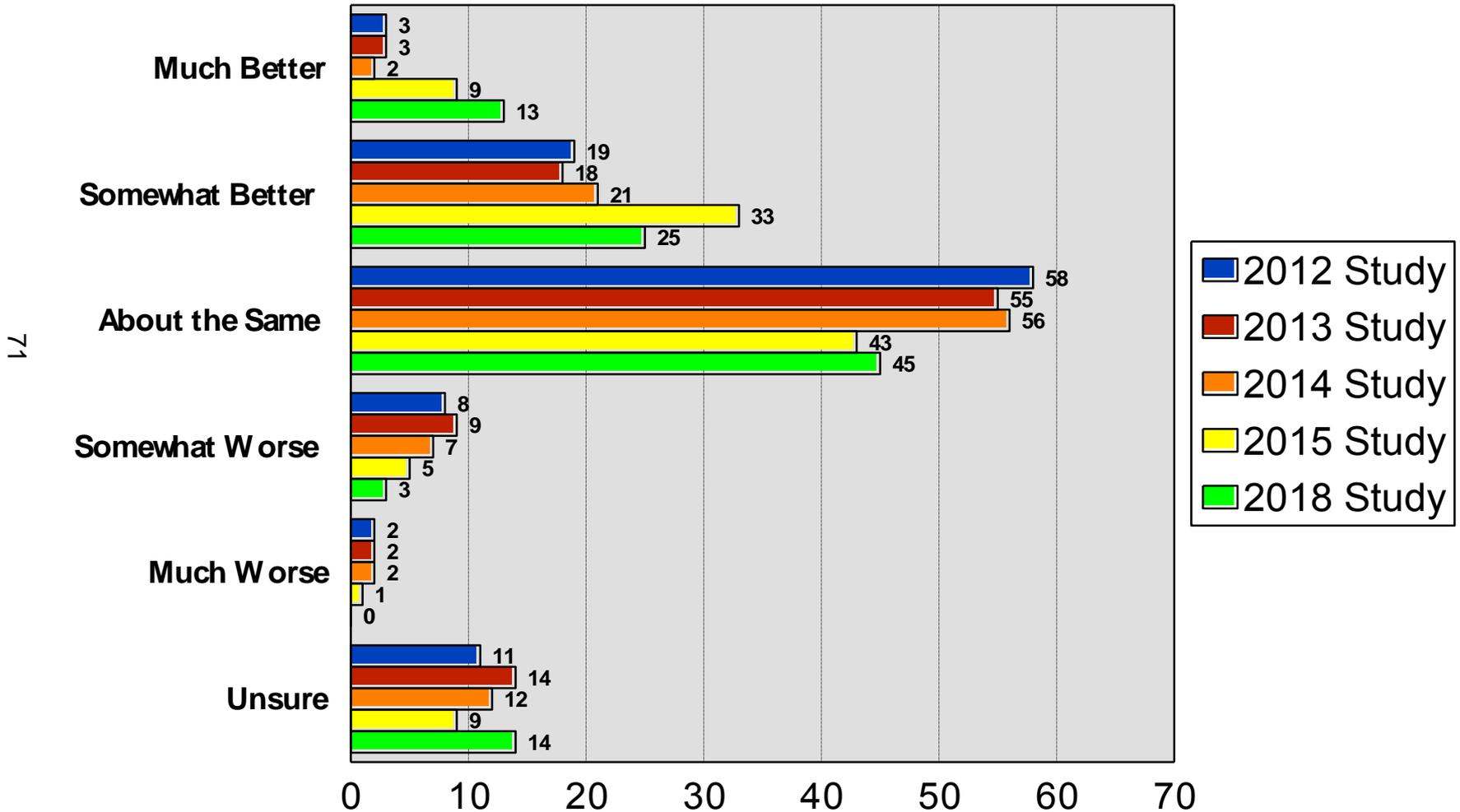
Quality of Public Schools

2018 Eden Prairie Public Schools



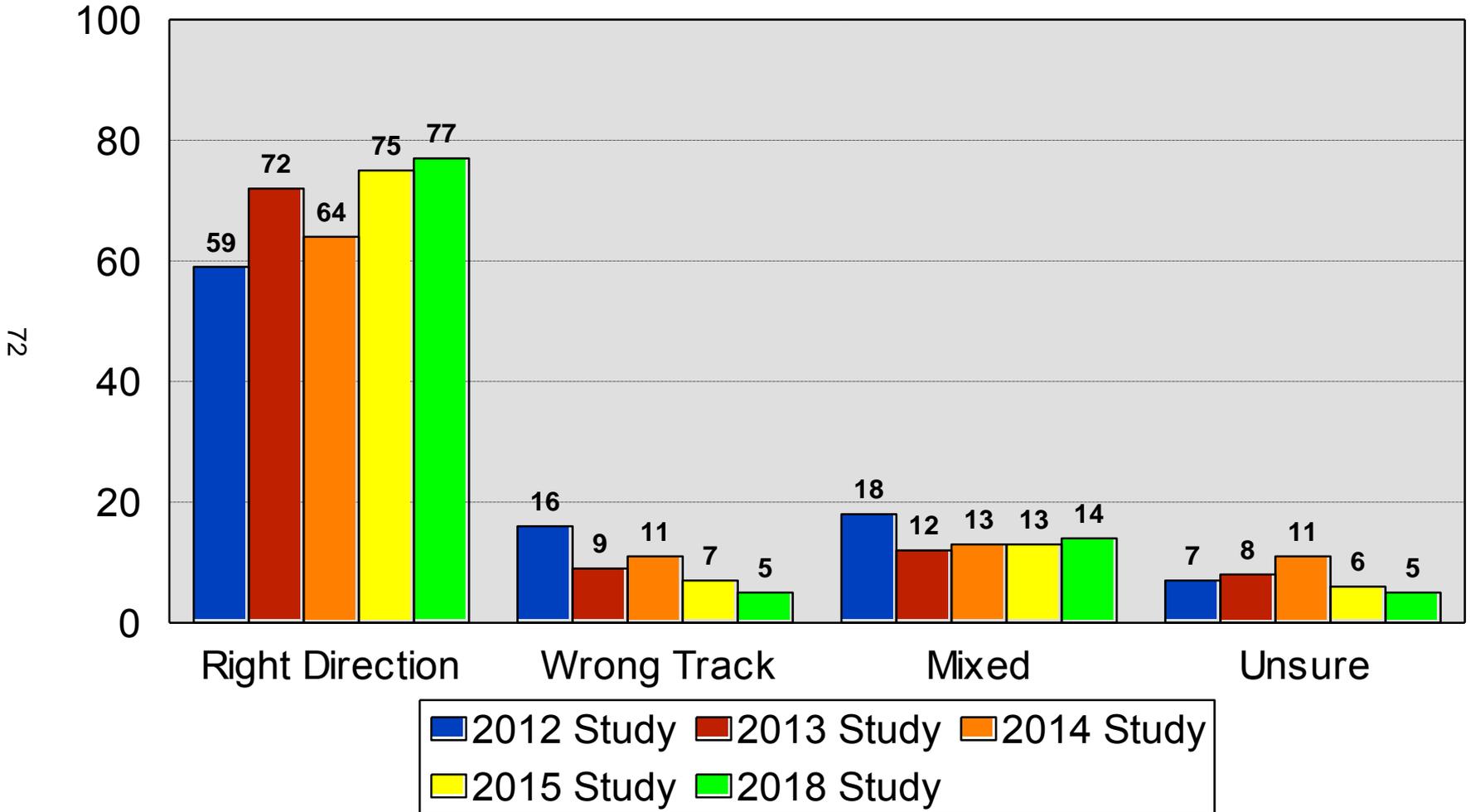
Quality Compared to Three Years Ago

2018 Eden Prairie Public Schools



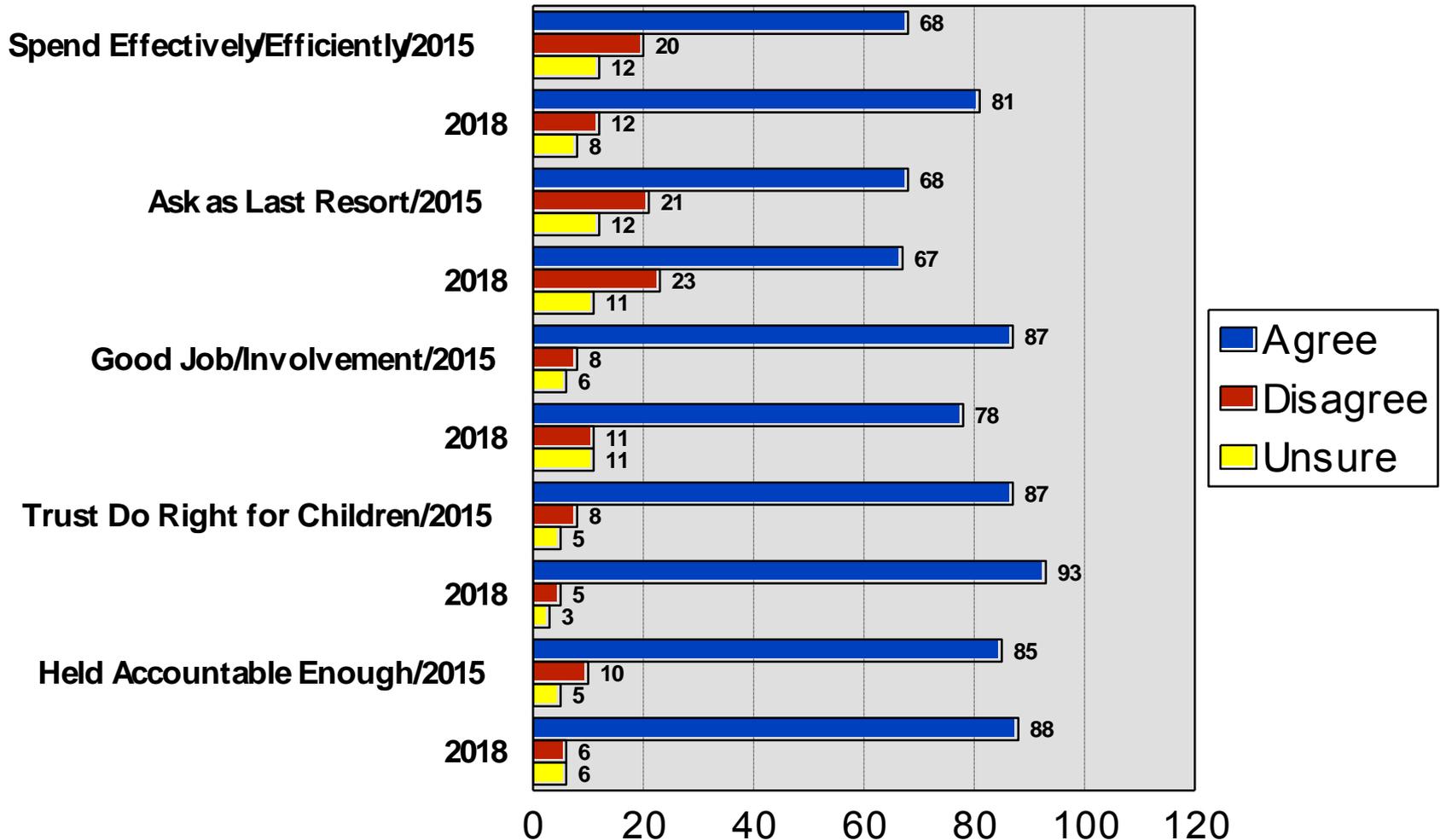
Direction of School District

2018 Eden Prairie Public Schools



Specific Perceptions I

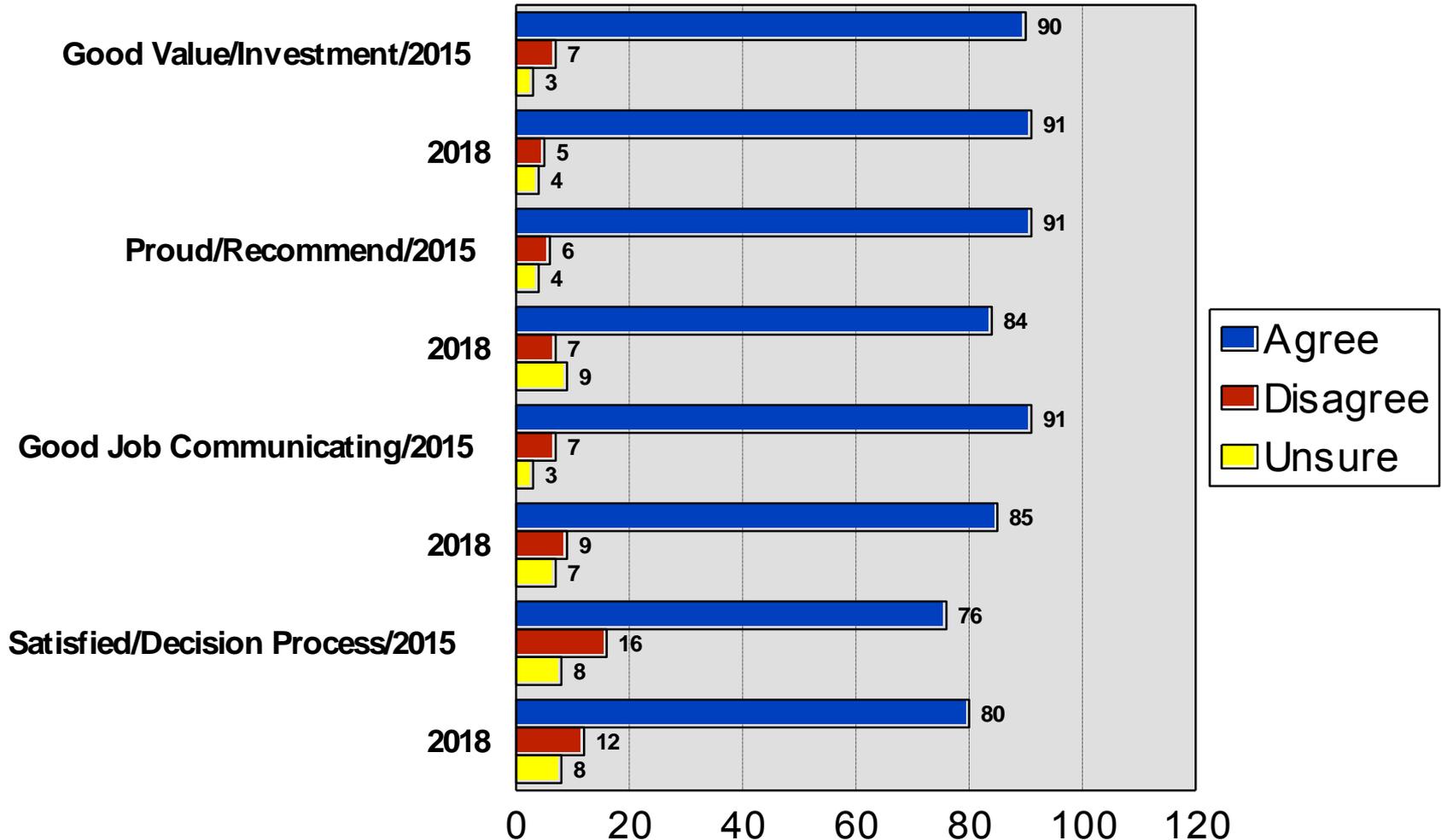
2018 Eden Prairie Public Schools



73

Specific Perceptions II

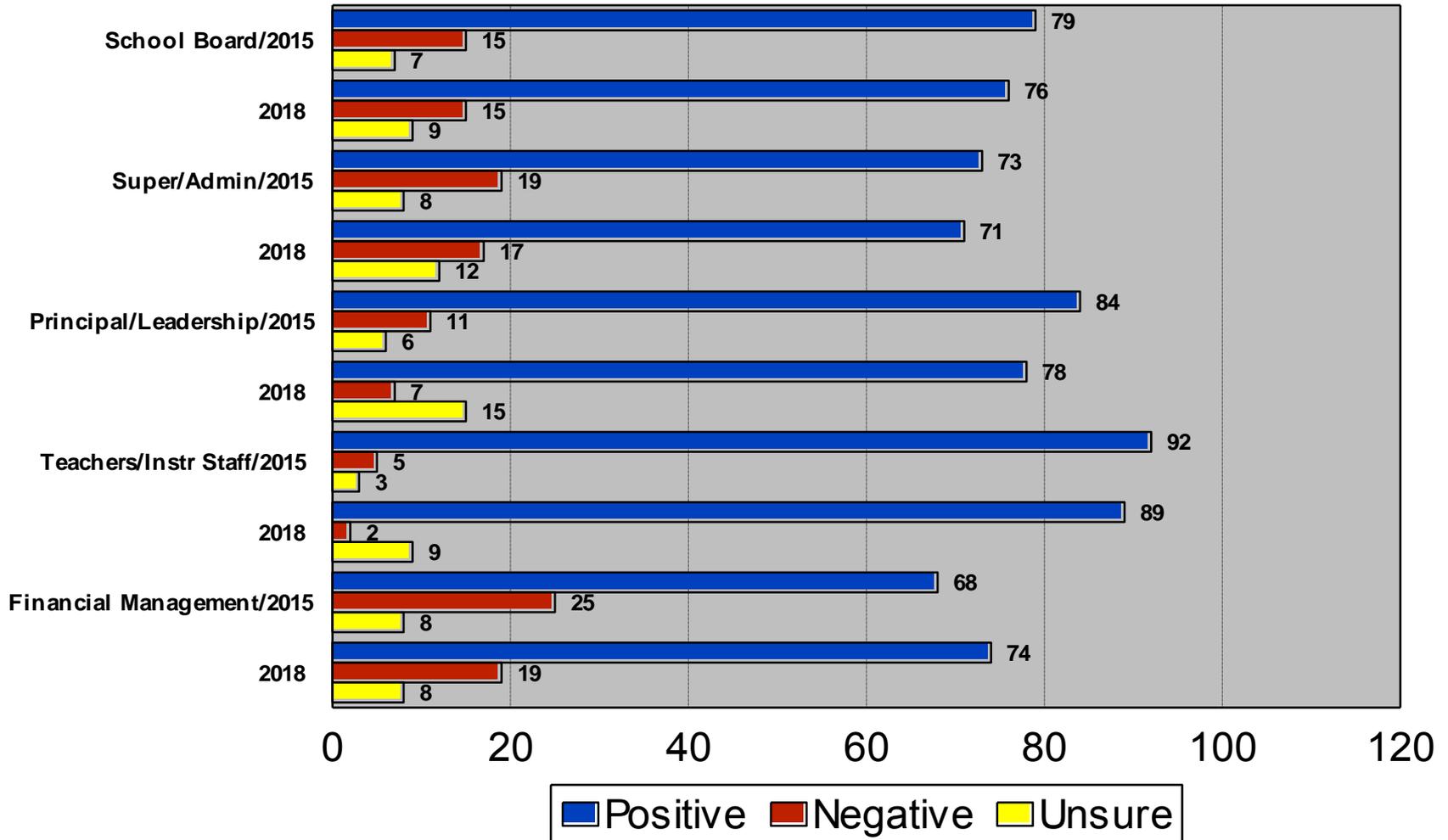
2018 Eden Prairie Public Schools



74

Job Performance Ratings

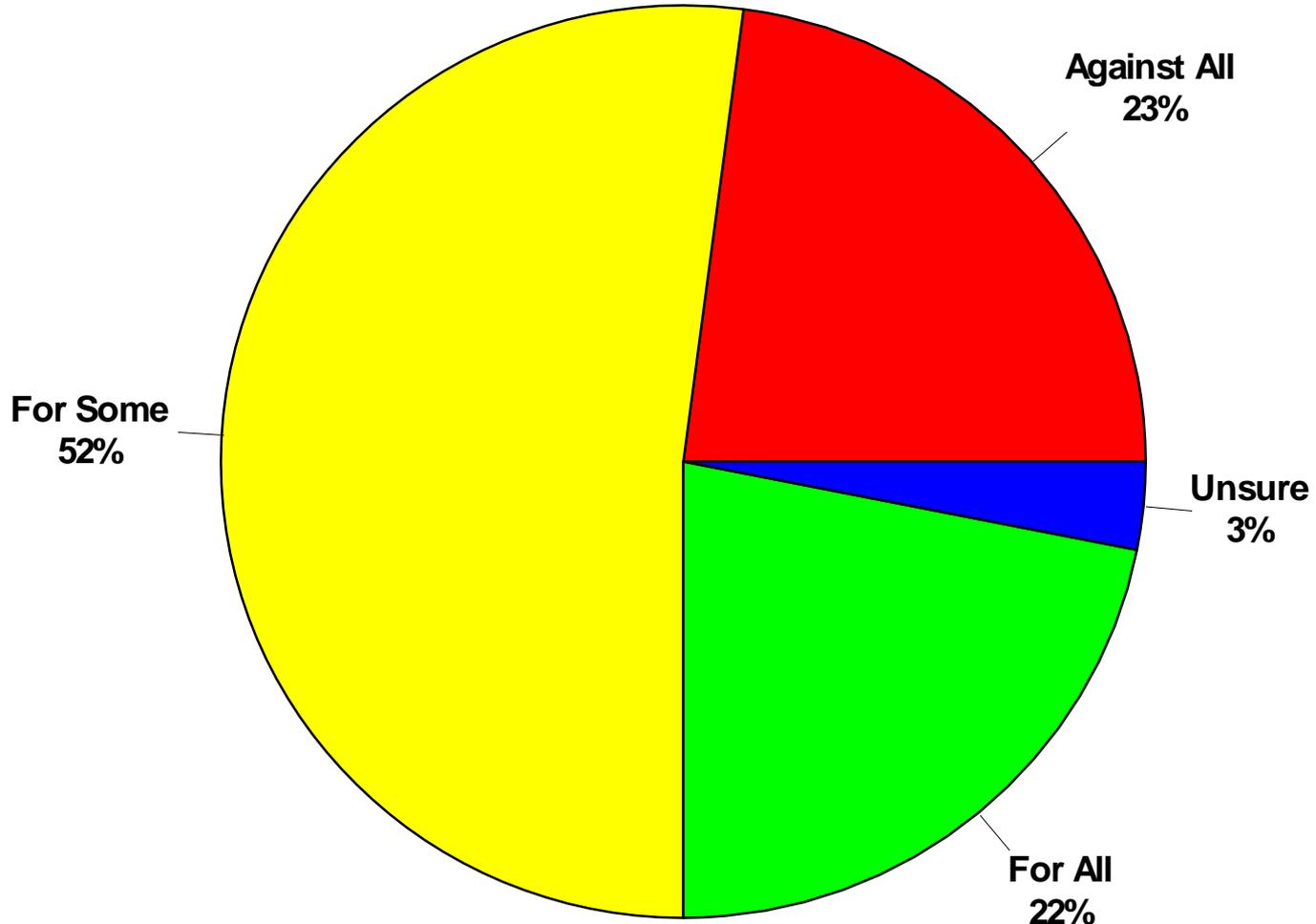
2018 Eden Prairie Public Schools



75

Tax Increase Predisposition

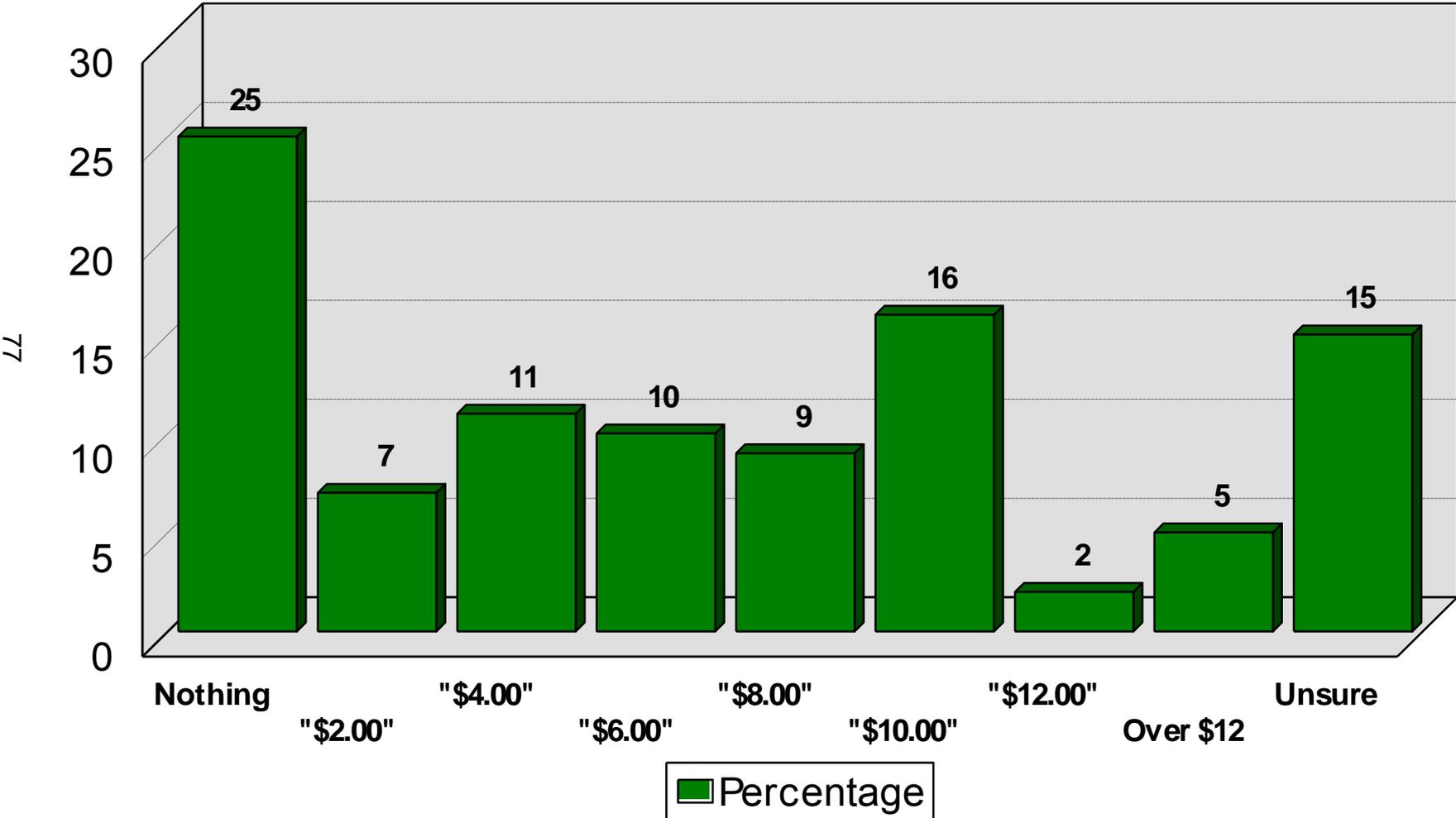
2018 Eden Prairie Public Schools



76

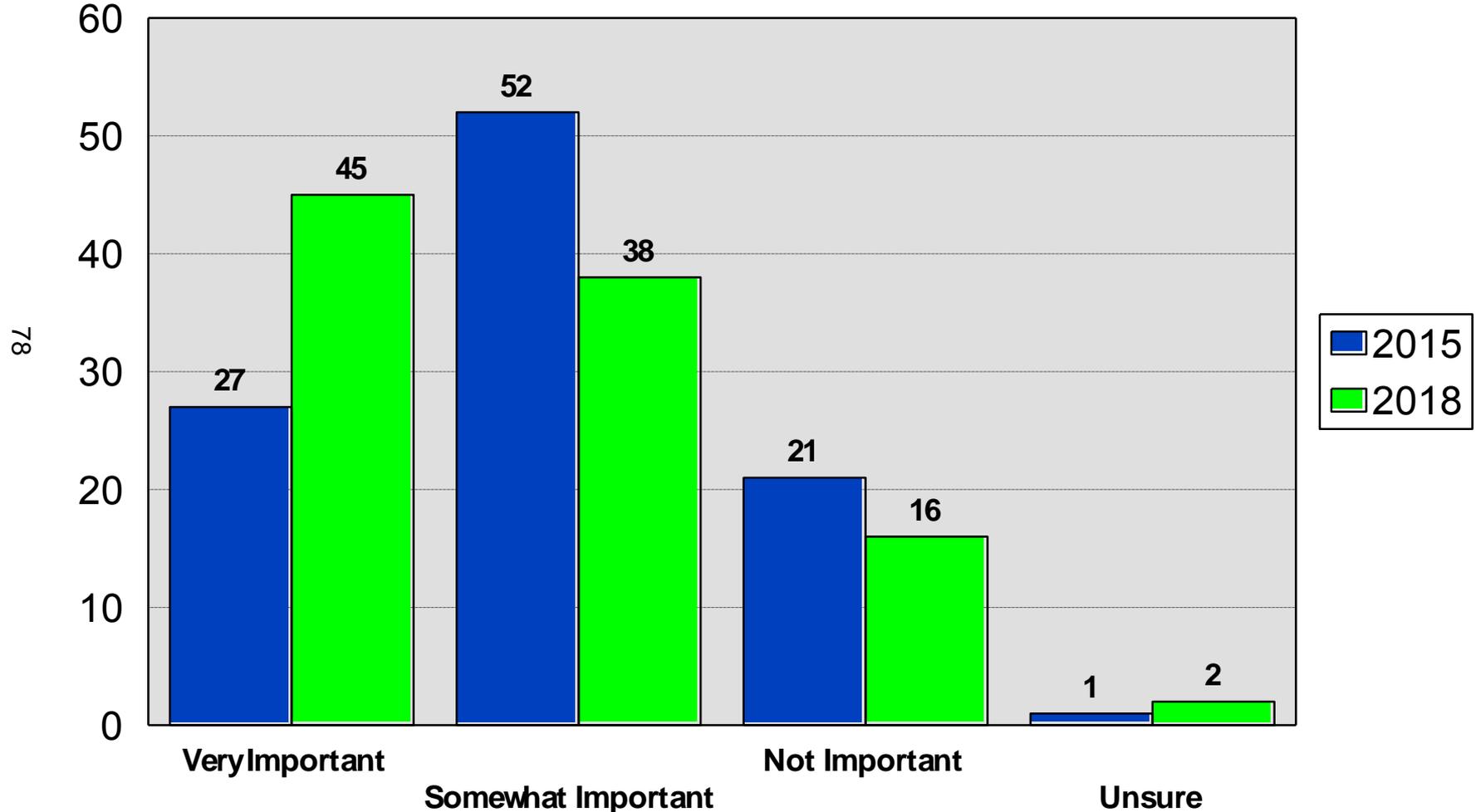
Tax Increase for Bond Referendum

2018 Eden Prairie Public Schools



Importance of Classroom Design

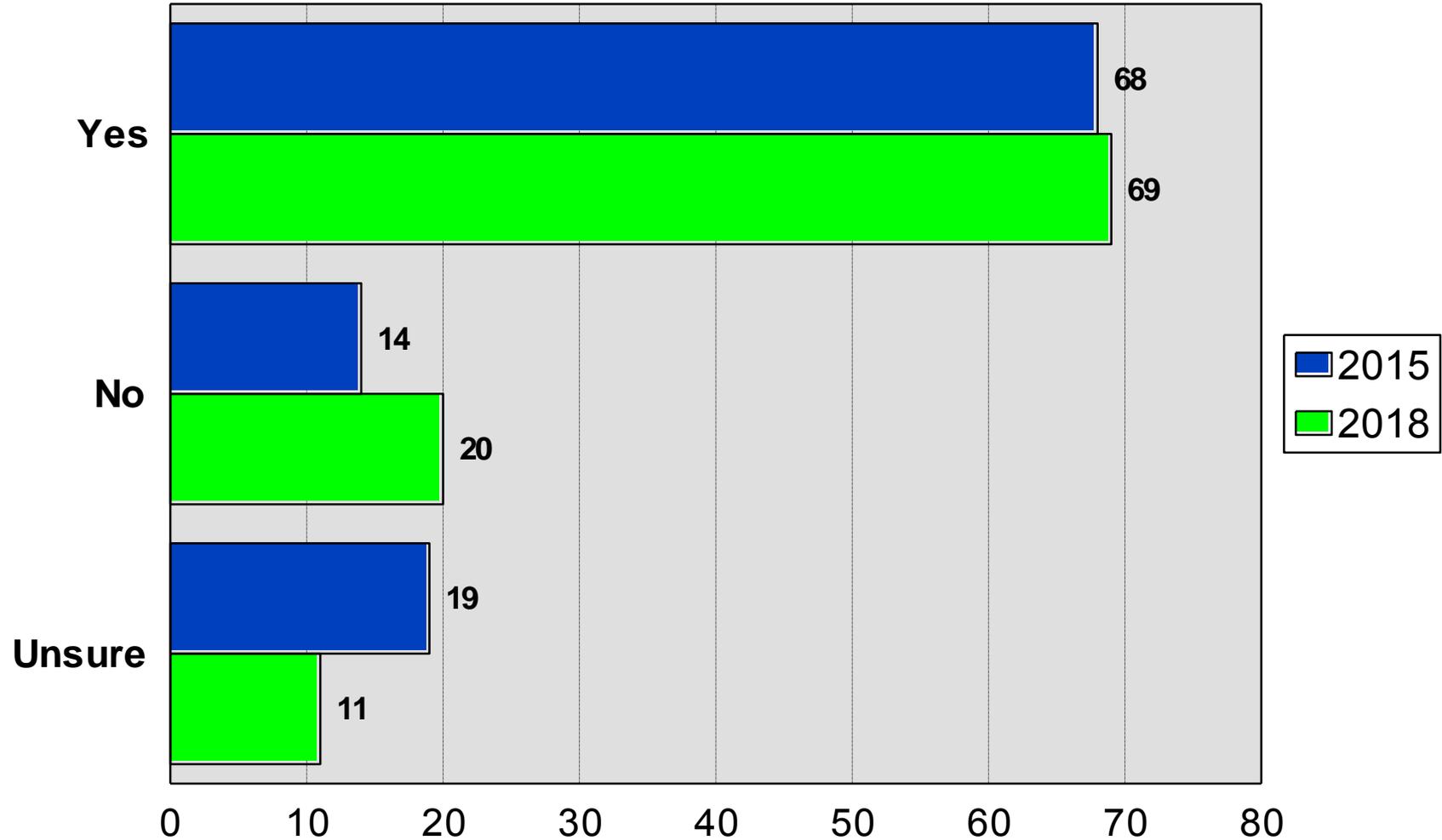
2018 Eden Prairie Public Schools



EPS Have Sufficient Flexible Learning Spaces

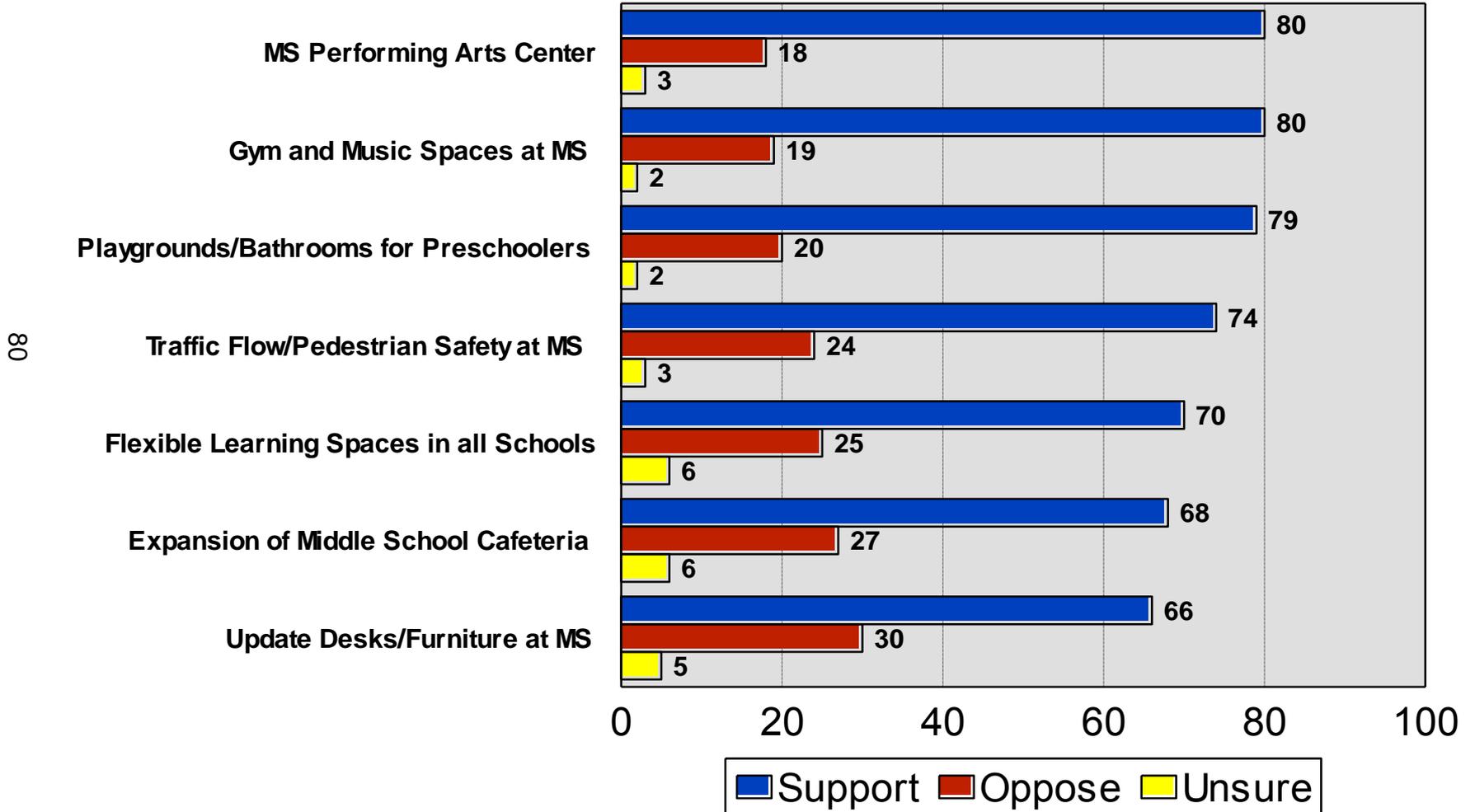
2018 Eden Prairie Public Schools

79



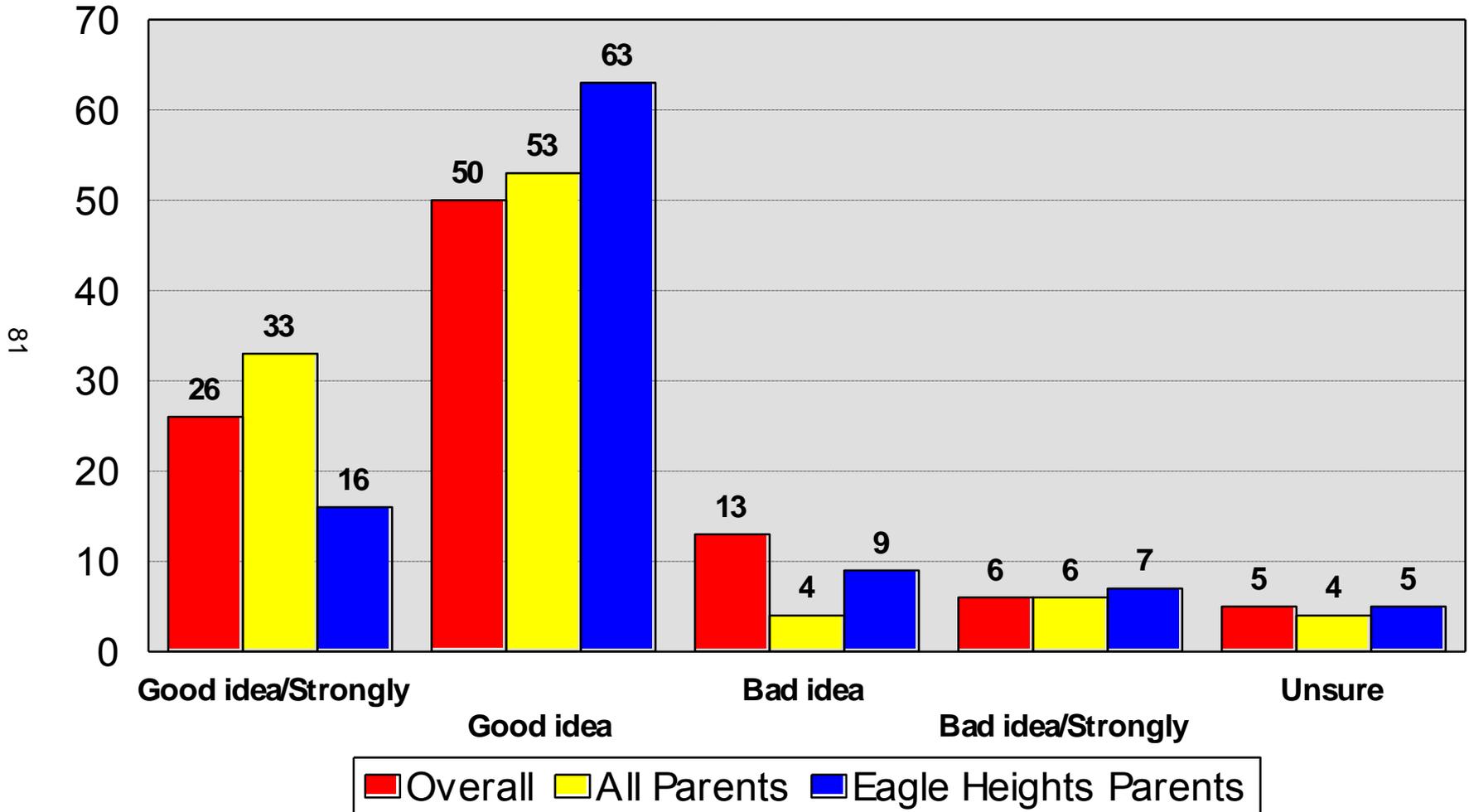
Property Tax Increase for....

2018 Eden Prairie Public Schools



Idea of Improvements

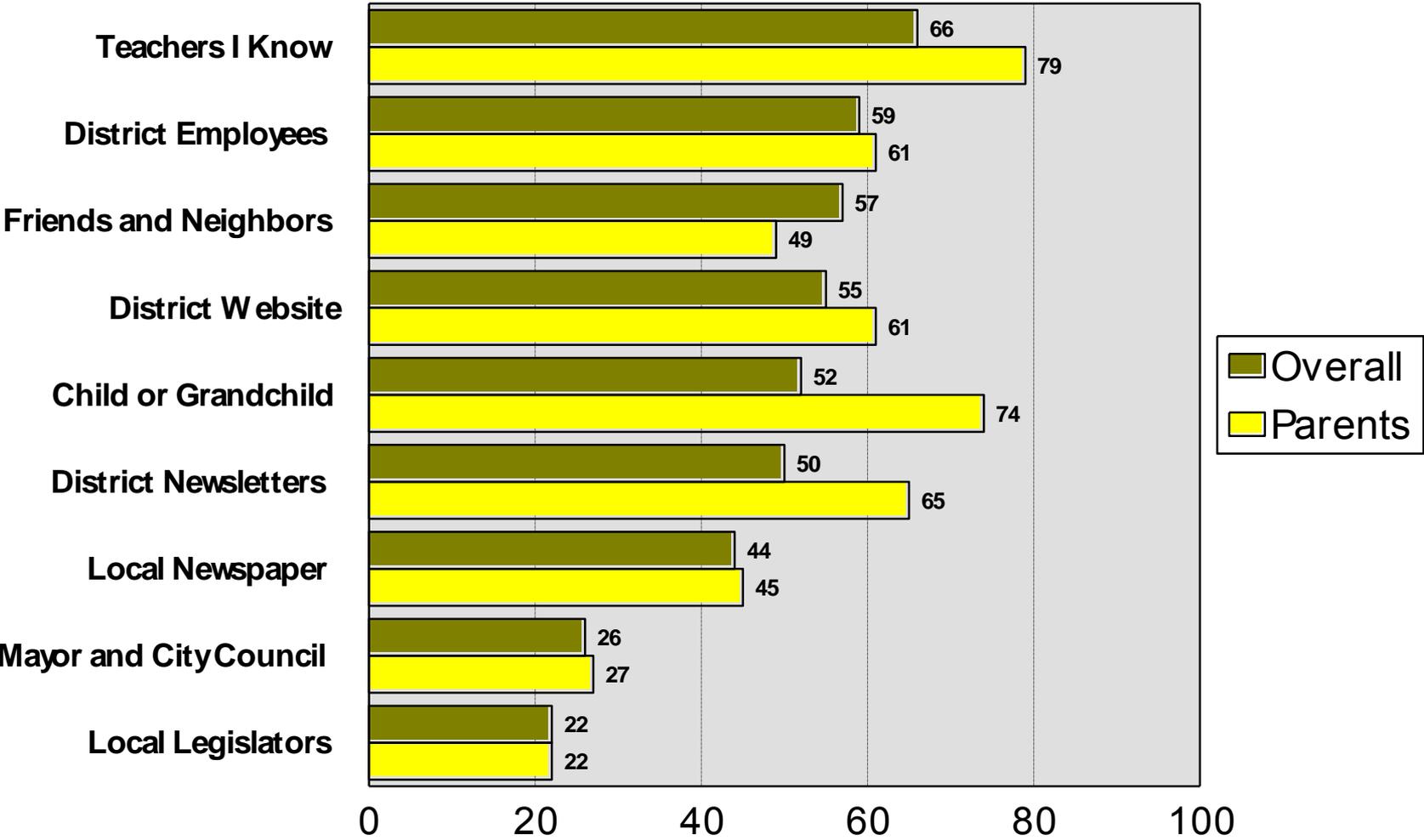
2018 Eden Prairie Public Schools



“Very Trusted” Source of Information

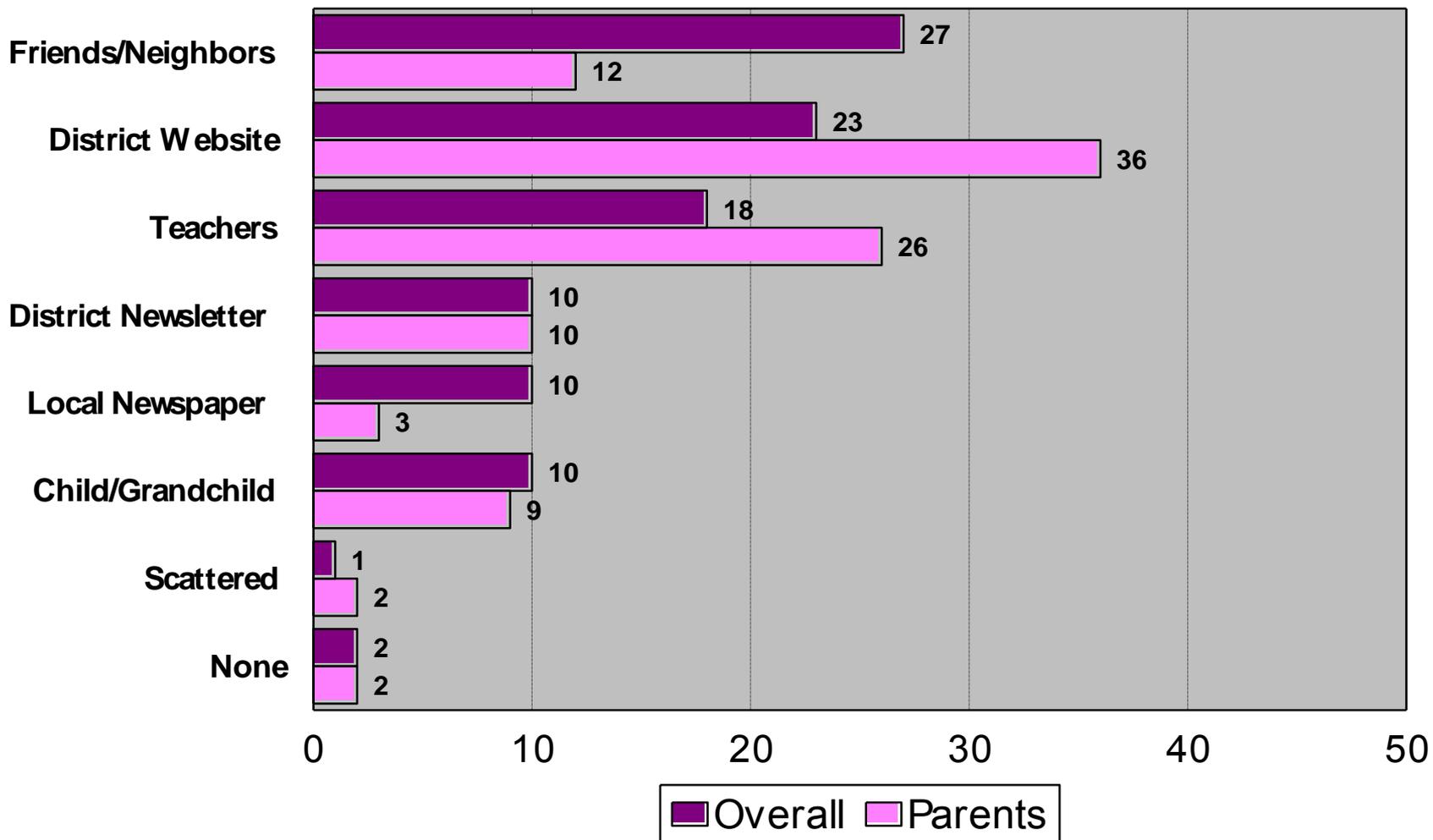
2018 Eden Prairie Public Schools

82



Use Most Often

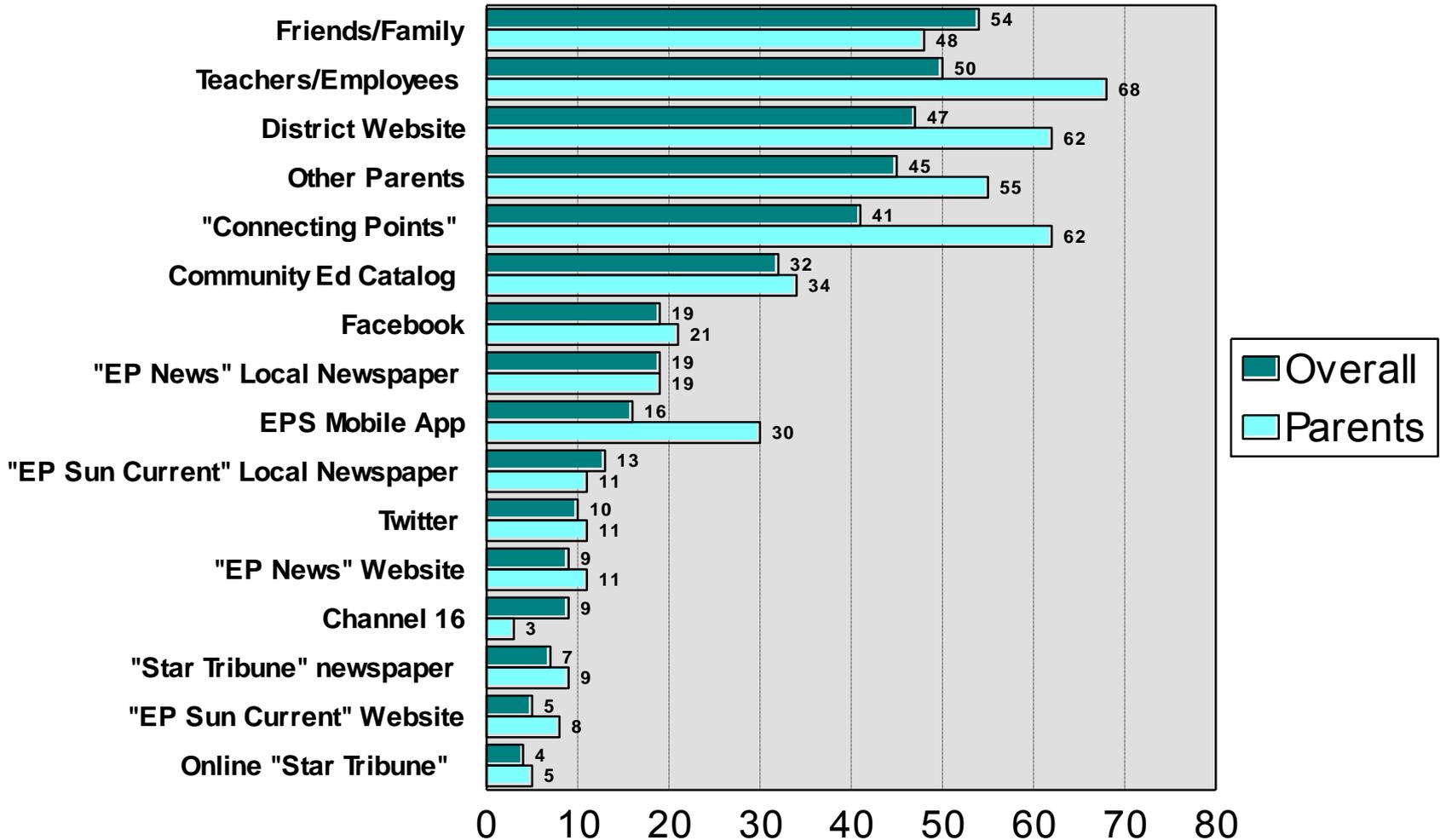
2018 Eden Prairie Public Schools



83

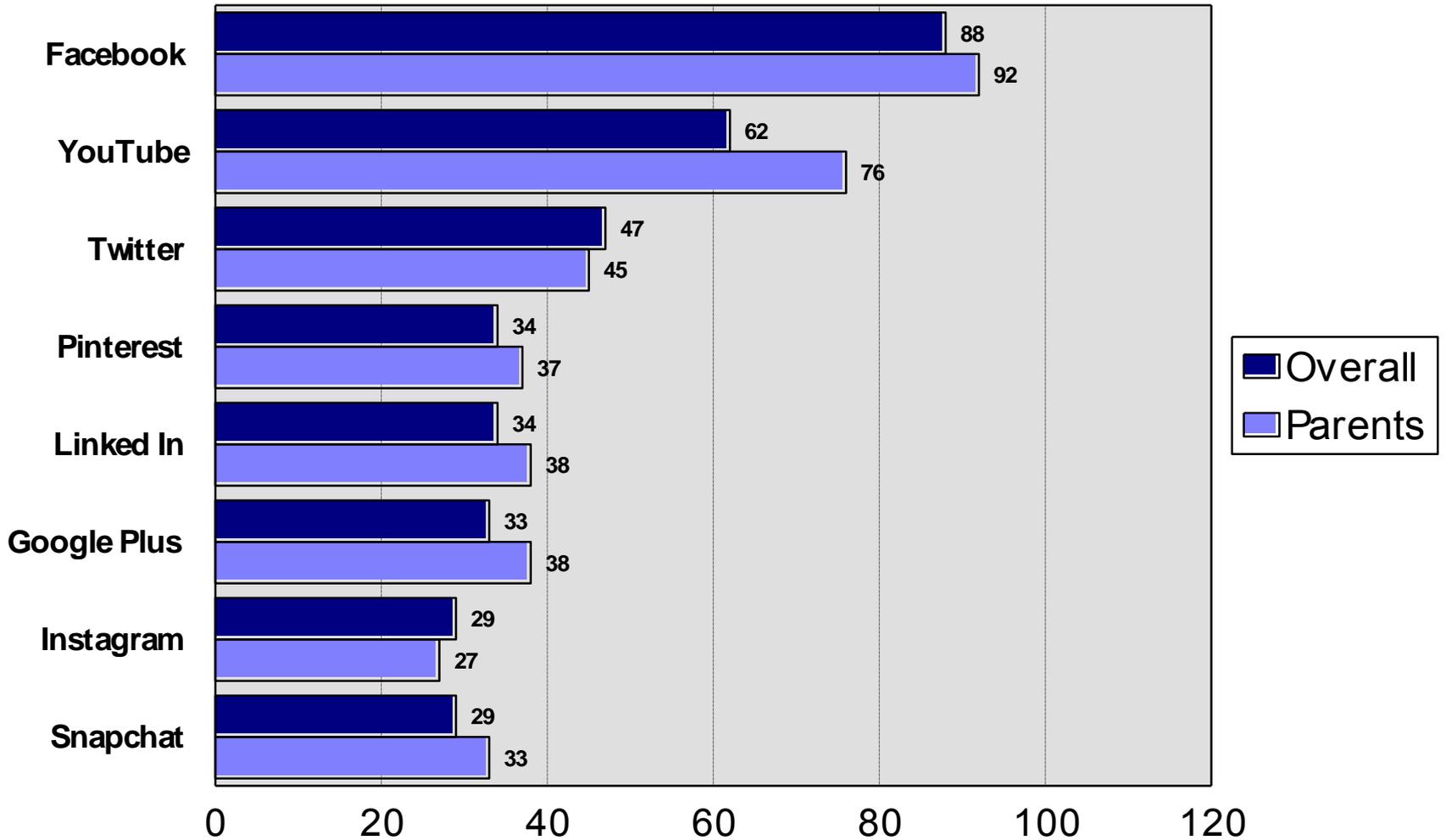
“Major” Source of Information

2018 Eden Prairie Public Schools



Use/Subscribe

2018 Eden Prairie Public Schools



85

**Record of Board Policy Monitoring
 Ends and Executive Limitations
 July 2018-June 2019**

Monitoring 2017-2018 School Year Data

The purpose of this document is to demonstrate to the owners that the board holds the superintendent accountable to our Ends and ELs.

Policy	Date	Operational Interpretation – Reasonable or not?		Evidence – demonstrates expected progress?		Date to bring back the district's plan to demonstrate expected progress in the future	Completed
		Superintendent Assertion	Board Finding	Superintendent Assertion	Board Finding		
ENDS							
1.1 Each student graduates and is academically prepared to progress to multiple opportunities after high school	06/18/18 OI	Yes	Yes				
	10/22/18 Evidence						
	06/24/19 OI						
1.1.1. Each student is reading at grade level by the end of third grade	06/18/18 OI	Yes	Yes				
	10/22/18 Evidence						
	06/24/19 OI						
1.1.2 Each student achieves individual growth expectations and proficiency annually in, but not limited to, Language Arts, Math and Science	06/18/18 OI	Yes	Yes				
	10/22/18 Evidence						
	06/24/19 OI						

88

Policy	Date	Operational Interpretation – Reasonable or not?		Evidence – demonstrates expected progress?		Date to bring back the district's plan to demonstrate expected progress in the future	Completed
		Superintendent Assertion	Board Finding	Superintendent Assertion	Board Finding		
ENDS							
1.1.3 Each student receives a broad-based education that exceeds the Minnesota State Graduation Requirements	06/18/18 OI	Yes	Yes				
	10/22/18 Evidence						
	06/24/19 OI						
1.2 Each student has the 21 st century skills needed to succeed in the global economy	06/18/18 OI	Yes	Yes				
	10/22/18 Evidence						
	06/24/19 OI						
1.3 Each student has the knowledge that citizens and residents of the United States need to contribute positively to society	06/18/18 OI	Yes	Yes				
	10/22/18 Evidence						
	06/24/19 OI						

87

Policy	Date	Operational Interpretation – Reasonable or not?		Evidence – supports Operational Interpretation or not?		Date to re-monitor if either the OI is Not Reasonable or if Evidence doesn't support OI	Completed
		Superintendent Assertion	Board Finding	Superintendent Assertion	Board Finding		
EXECUTIVE LIMITATIONS							
EL 2.0 Global Executive Constraint	12/10/18						
EL 2.1 Emergency Superintendent Succession	08/27/18						
	9/24/18						
EL 2.2 Treatment of Students	08/27/18						
EL 2.3 Treatment of Parents	09/24/18						
EL 2.4 Treatment of Staff	10/22/18						
EL 2.5 Financial Planning and Budgeting	12/10/18						
EL 2.6 Financial Management and Operations	09/24/18						
EL 2.7 Asset Protection	08/27/18						
EL 2.8 Compensation and Benefits	10/22/18						

88

Policy	Date	Operational Interpretation – Reasonable or not?		Evidence – supports Operational Interpretation or not?		Date to re-monitor if either the OI is Not Reasonable or if Evidence doesn't support OI	Completed
		Superintendent Assertion	Board Finding	Superintendent Assertion	Board Finding		
EXECUTIVE LIMITATIONS							
EL 2.9 Communication and Support to the School Board	06/18/18 (Semi-annual)	Yes	Yes	Yes	Yes	Yes	Yes
	11/05/18						
	06/24/19 (Semi-annual)						

**Record of Board Self-Evaluation
 Governance Policies
 (July 2018 – June 2019)**

Monitoring 2017-2018 School Year Data

The purpose of this document is to demonstrate to the owners that the Board is accountable to our Board Management Delegation and Governance Process policies.

Policy	Date of Self-Evaluation	Board Behavior Fully Compliant? Y/N	Board behavior needing improvement or opportunity for continuous improvement	Commitment Made/Action Taken	Completed
---------------	--------------------------------	--	---	-------------------------------------	------------------

BOARD-MANAGEMENT DELEGATION (BMD) POLICIES

3.0 Single Point of Connection	09/24/2018				
3.1 Unity of Control	09/24/2018				
3.1.1	09/24/2018				
3.1.2	09/24/2018				
3.1.3	09/24/2018				
3.2 Delegation to the Superintendent	09/24/2018				
3.2.1	09/24/2018				
3.2.2	09/24/2018				
3.2.3	09/24/2018				
3.2.4	09/24/2018				
3.3 Superintendent Accountability and Performance	09/24/2018				
3.3.1	09/24/2018				
3.3.2	09/24/2018				
3.3.3	09/24/2018				
3.3.4	09/24/2018				
3.3.5	09/24/2018				

**Record of Board Self-Evaluation
 Governance Policies
 (July 2018 – June 2019)**

Monitoring 2017-2018 School Year Data

The purpose of this document is to demonstrate to the owners that the Board is accountable to our Board Management Delegation and Governance Process policies.

Policy	Date of Self-Evaluation	Board Behavior Fully Compliant? Y/N	Board behavior needing improvement or opportunity for continuous improvement	Commitment Made/Action Taken	Completed
---------------	--------------------------------	--	---	-------------------------------------	------------------

GOVERNANCE PROCESS (GP) POLICIES					
4.0 Global Governance Commitment	12/10/2018				
4.0.1	12/10/2018				
4.0.2	12/10/2018				
4.1 Governing Style	10/22/2018				
4.1.1	10/22/2018				
4.1.2	10/22/2018				
4.1.3	10/22/2018				
4.1.4	10/22/2018				
4.1.5	10/22/2018				
4.1.6	10/22/2018				
4.2 School Board Job Products	10/22/2018				
4.2.1	10/22/2018				
4.2.2	10/22/2018				
4.2.2 - A	10/22/2018				
4.2.2 - B	10/22/2018				
4.2.2 - C	10/22/2018				
4.2.2 - D	10/22/2018				
4.2.3	10/22/2018				

91

**Record of Board Self-Evaluation
 Governance Policies
 (July 2018 – June 2019)**

Monitoring 2017-2018 School Year Data

The purpose of this document is to demonstrate to the owners that the Board is accountable to our Board Management Delegation and Governance Process policies.

Policy	Date of Self-Evaluation	Board Behavior Fully Compliant? Y/N	Board behavior needing improvement or opportunity for continuous improvement	Commitment Made/Action Taken	Completed
4.3 Annual Work Plan	10/22/2018				
4.3.1	10/22/2018				
4.3.2	10/22/2018				
4.3.3	10/22/2018				
4.4 Officer Roles	09/24/2018				
4.4.1	09/24/2018				
4.4.1.1	09/24/2018				
4.4.1.2	09/24/2018				
4.4.1.3	09/24/2018				
4.4.1.4	09/24/2018				
4.4.1.5	09/24/2018				
4.4.1.6	09/24/2018				
4.4.1.7	09/24/2018				
4.4.1.8	09/24/2018				
4.4.1.9	09/24/2018				
4.4.2	09/24/2018				
4.4.3	09/24/2018				
4.4.4	09/24/2018				
4.5 School Board Members' Code of Conduct	09/24/2018				

92

**Record of Board Self-Evaluation
 Governance Policies
 (July 2018 – June 2019)**

Monitoring 2017-2018 School Year Data

The purpose of this document is to demonstrate to the owners that the Board is accountable to our Board Management Delegation and Governance Process policies.

Policy	Date of Self-Evaluation	Board Behavior Fully Compliant? Y/N	Board behavior needing improvement or opportunity for continuous improvement	Commitment Made/Action Taken	Completed
4.5.1	09/24/2018				
4.5.2	09/24/2018				
4.5.2.1	09/24/2018				
4.5.2.2	09/24/2018				
4.5.2.3	09/24/2018				
4.5.3	09/24/2018				
4.5.3.1	09/24/2018				
4.5.3.2	09/24/2018				
4.5.4	09/24/2018				
4.5.5	09/24/2018				
4.5.6	09/24/2018				
4.5.7	09/24/2018				
4.5.7.1	09/24/2018				
4.5.7.2	09/24/2018				
4.5.7.3	09/24/2018				
4.5.7.4	09/24/2018				
4.5.7.5	09/24/2018				
4.5.7.6	09/24/2018				
4.5.7.7	09/24/2018				
4.6 Process for Addressing School	09/24/2018				

93

**Record of Board Self-Evaluation
 Governance Policies
 (July 2018 – June 2019)**

Monitoring 2017-2018 School Year Data

The purpose of this document is to demonstrate to the owners that the Board is accountable to our Board Management Delegation and Governance Process policies.

Policy	Date of Self-Evaluation	Board Behavior Fully Compliant? Y/N	Board behavior needing improvement or opportunity for continuous improvement	Commitment Made/Action Taken	Completed
---------------	--------------------------------	--	---	-------------------------------------	------------------

Board Member Violations					
4.6.1	09/24/2018				
4.6.2	09/24/2018				
4.6.3	09/24/2018				
4.6.4	09/24/2018				
4.6.4.1	09/24/2018				
4.6.4.2	09/24/2018				
4.7 School Board Committee Principles	09/24/2018				
4.7.1	09/24/2018				
4.7.2	09/24/2018				
4.7.3	09/24/2018				
4.7.4	09/24/2018				
4.8 School Board Committee Structure	09/24/2018				
4.8.1	09/24/2018				
4.8.2	09/24/2018				
4.8.3	09/24/2018				
4.8.4	09/24/2018				

94

**Record of Board Self-Evaluation
 Governance Policies
 (July 2018 – June 2019)**

Monitoring 2017-2018 School Year Data

The purpose of this document is to demonstrate to the owners that the Board is accountable to our Board Management Delegation and Governance Process policies.

Policy	Date of Self-Evaluation	Board Behavior Fully Compliant? Y/N	Board behavior needing improvement or opportunity for continuous improvement	Commitment Made/Action Taken	Completed
---------------	--------------------------------	--	---	-------------------------------------	------------------

4.9 Governance Investment	10/22/2018				
4.9.1	10/22/2018				
4.9.1.1	10/22/2018				
4.9.1.2	10/22/2018				
4.9.1.3	10/22/2018				
4.9.2	10/22/2018				
4.9.3	10/22/2018				
4.10 Operation of the School Board Governing Rules	09/24/2018				
4.10.1	09/24/2018				
4.10.1.1	09/24/2018				
4.10.1.2	09/24/2018				
4.10.1.3	09/24/2018				

95

Monthly Reports – Resolution of Acceptance of Donations

BE IT RESOLVED by the School Board of Independent School District No. 272 that the School Board accepts with appreciation the following contributions and permits their use as designated by the donors:

Prairie View Elementary:

- Donation of \$500.00 – Gap Foundation (match of the volunteer hours provided by Gap Inc. employee Katie Bishoff) – Donation used for years to come by present and forthcoming students

Cedar Ridge Elementary:

- Donation of \$280.00 – Wells Fargo Community Support Campaign – Funds used to enhance curriculum.

Oak Point Elementary:

- Donation of \$70.00 – Wells Fargo Foundation Community Support-DoTopia – Funds used to support our school programs.

District Office:

- Donation of \$70.00 – Wells Fargo Community Support Campaign (Evelyn Nicole Dorsey) – Funds undesignated, will be recorded in district donation account.
- Donation of \$87.50 – Wells Fargo Community Support Campaign (Carrie Twedt) – Funds undesignated, will be recorded in district donation account.

SUPERINTENDENT CONSENT AGENDA

A. Monthly Report

HUMAN RESOURCES

1. Human Resources – Administrative/Supervisory/Technical (AST)

a. New Hires

Maloney, Jennifer – Instructional Excellence Coordinator, 1.0 FTE, Administrative Services Center, effective 7/25/2018.

b. Change in Assignment

Stamson, Elizabeth – Instructional Excellence Coordinator, 1.0 FTE, Administrative Services Center, effective 8/20/2018.

2. Human Resources – Eden Prairie Supervisors & Specialists (EPSS)

a. New Hires

Melson, Eleanor – Inclusion Supervisor, Community Education, effective 8/6/2018.

b. Resignation/Retirements

Wemple, Charlotte – Staff Accountant, Administrative Services Center, effective 8/31/2018.

3. Human Resources - Licensed Staff

a. New Hires

Altenburg, Katie – Early Childhood (Birth-Age 5), 0.4 FTE, Lower Campus, Community Education, effective 8/27/2018.

Ayub, Cassandra – Social Worker, 1.0 FTE, Cedar Ridge Elementary, effective 8/27/2018.

Baker, Elle – English/Language Arts, 0.917 FTE, Eden Prairie High School, effective 8/27/2018.

Bhatia, Yanira – Interventionist, 0.50 FTE, Eagle Heights Spanish Immersion, effective 8/27/2018.

Brion, Molly – Art Teacher, 0.958 FTE, Forest Hills Elementary, effective 8/27/2018.

Callanan, Shannon – Kindergarten, 1.0 FTE, Oak Point Elementary, effective 8/27/2018.

Charles, Caroline – Kindergarten, 1.0 FTE, Oak Point Elementary, effective 8/27/2018.

Elgert, Caitlin – Grade 4 Teacher, 1.0 FTE, Forest Hills Elementary, effective 8/27/2018.

Horstmann, Katherine – Kindergarten, 1.0 FTE, Oak Point Elementary, effective 8/27/2018.

Howard, Mackenzie – Special Education, 1.0 FTE, Oak Point Elementary, effective 8/27/2018.

Johnson, Sarah – Title 1 Teacher, 1.0 FTE, Forest Hills Elementary, effective 8/27/2018.

Juelich, Andrew – Art Teacher, 1.0 FTE, Eden Lake Elementary, effective 8/27/2018.

Kirk, Elizabeth – Family & Consumer Science, 1.0 FTE, Eden Prairie High School, effective 8/27/2018.

Knorr, Natasha – English/Language Arts, 0.8 FTE, Central Middle School, effective 8/10/2018.

Knutowski, Rachel – Kindergarten Teacher, 1.0 FTE, Forest Hills Elementary, effective 8/27/2018.

Krummel, Sarah – Preschool Teacher, 0.3 FTE, Lower Campus, Community Education, effective 8/27/2018.

Langert, Jessica – Social Studies, 0.667 FTE, Eden Prairie High School, effective 8/27/2018.

Leinen, Amy – Special Education Instructional Coach, 1.0 FTE, District Wide, effective 8/27/2018.

Lovas, Autumn – Licensed School Nurse, 0.8 FTE, Early Childhood, effective 8/27/2018.

Murphy, Caroline – Grade 3 Teacher, 1.0 FTE, Oak Point Elementary, effective 8/27/2018.

Niz, Susan – World Language – Spanish, 0.75 FTE, Eagle Heights Spanish Immersion, Oak Point Elementary, and Cedar Ridge Elementary, effective 8/27/2018.

Ostman, Lauren – Early Childhood Special Education Teacher (Ages 3-5), 1.0 FTE, Lower Campus, effective 8/27/2018.

Pence, Tyler – Mathematics, 0.667 FTE, Eden Prairie High School, effective 8/27/2018.

Schuler, Amy – Instructional Coach, 1.0 FTE, Eden Prairie High School, effective 8/27/2018.

Scott, Lauren – Grade 3 Teacher, 1.0 FTE, Forest Hills Elementary, effective 8/27/2018.

Tepp, Briar – Physical Education, 0.775 FTE, Eden Lake Elementary, effective 8/27/2018.

Tierney, Colin – Special Education, 0.334 FTE teaching, 0.666 FTE assessment, Eden Prairie High School, effective 8/27/2018.

Tschumperlin, Rachel – Art Teacher, 0.833 FTE, Oak Point Elementary, effective 8/27/2018.

Vacanti, Genna – Kindergarten Teacher, 1.0 FTE, Forest Hills Elementary, effective 8/27/2018.

Wiley, Nancy – English/Language Arts, 1.0 FTE, Eden Prairie High School, effective 8/27/2018.

Zimmerman, Arelly – World Language – Spanish, 0.916 FTE, Forest Hills Elementary, effective 8/27/2018.

b. Resignation/Retirements

Carlos, Hannah – Art Teacher, 0.834 FTE, Eagle Heights Spanish Immersion, Oak Point Elementary, and Cedar Ridge Elementary, effective 6/8/2018.

Jensen, Amy – Little Eagles Teacher, Community Education at Lower Campus, effective 6/8/2018.

Peterson, Amy – Special Education, 1.0 FTE, Eden Prairie High School, effective 6/8/2018.

Steinberg, Andrea – Early Childhood Teacher, 0.449 FTE, Education Center, effective 6/8/2018.

Worm, Katie – Kindergarten Teacher, 1.0 FTE, Oak Point Elementary, effective 6/8/2018.

4. Human Resources - Classified Staff

a. New Hires

BUILDING SERVICES

Bretto, Zachary – Custodian (Non-licensed), Oak Point Elementary, 8 hours/day, 5 days/week, 260 days/year, effective 7/18/2018.

Doss, Crystal – Custodian (Night, Non-licensed), Eden Prairie High School, 8 hours/day, 5 days/week, 260 days/year, effective 7/26/2018.

Windhorst, Bert – Groundsperson, Transportation, 8 hours/day, 5 days/week, 260 days/year, effective 8/6/2018.

CLASS

Canonico, Nanette – Scheduling Clerk, Central Middle School, 5.5 hours/day, 5 days/week, 204 days/year, effective 8/15/2018.

Clark, Jennifer – Marketing/Graphic Design Specialist, Community Education, 4 hrs/day, 5 days/week, 260 days/year, effective 8/13/2018.

Cowan, Barbara – Due Process Clerk – Special Education, Cedar Ridge Elementary and Eden Lake Elementary, 7 hours/day, 5 days/week, 178 days/year, effective 8/28/2018.

Johnson, Reta – Family Resource Specialist, Community Education, 8 hrs/day, 5 days/week, 260 days/year, effective 8/20/2018.

Konopa, Krista – Eagle Zone Program Lead, Community Education, 8 hrs/day, 5 days/week, 260 days/year, effective 7/18/2018.

Larrabee, Kalli – Eagle Zone Program Lead, Community Education, 8 hrs/day, 5 days/week, 260 days/year, effective 8/13/2018.

Murray, Desiree – Eagle Zone Program Lead, Community Education, 8 hrs/day, 5 days/week, 260 days/year, effective 8/20/2018.

Owen, Melani – Office Professional – Student Support Services, Administrative Services Center, 8 hours/day, 5 days/week, 260 days/year, effective 7/30/2018.

Ratemo, Fredrick – Eagle Zone Program Lead, Community Education, 8 hrs/day, 5 days/week, 260 days/year, effective 8/27/2018.

Skinner, Kathryn – Due Process Clerk, Early Childhood Special Education, 5.5 hrs/day, 5 days/week, 175 days/year, effective 8/27/2018.

Sharif, Saida – Office Professional – Student Registration, Administrative Services Center, 8 hours/day, 5 days/week, 260 days/year, effective 7/23/2018.

Stevenson, Rebecca – Eagle Zone Program Lead, Community Education, 8 hrs/day, 5 days/week, 204 days/year, effective 7/18/2018.

Tikalsky, Libby – Eagle Zone Program Lead, Community Education, 8 hrs/day, 5 days/week, 260 days/year, effective 8/14/2018.

FOOD SERVICE

Habeger, Sharon – Food Service Assistant I/Cashier, Prairie View Elementary, 4.5 hours/day, 5 days/week, 177 days/year, effective 9/4/2018.

Voehl, Wendy – Food Service Assistant I, Eden Prairie High School, 4 hours/day, 5 days/week, 177 days/year, effective 9/4/2018.

MSEA

Cardoza, Ana – Health Services Paraprofessional, Oak Point Elementary, 3.5 hours/day, 5 days/week, 172 days/year, effective 9/4/2018.

Gmetro, Liza – Early Childhood Paraprofessional, Community Education, 3 hrs/day, 5 days/week, 164 days/year, effective 9/4/2018.

Hernandez, Eunice – Crossing Guard, Eagle Heights Spanish Immersion, .5 hours/day, 5 days/week, 172 days/year, effective 9/4/2018.

Kamin, Pamela – Early Childhood Paraprofessional, Community Education, 6.75 hrs/day, 5 days/week, 185 days/year, effective 9/4/2018.

Koehler, Stacey – Early Childhood Paraprofessional, Community Education, 3 hrs/day, 5 days/week, 161 days/year, effective 9/4/2018.

Lopez, Francesca – Early Childhood Paraprofessional, Community Education, 6.75 hrs/day, 5 days/week, 185 days/year, effective 9/4/2018.

Mogollon, Alba – Kindergarten Paraprofessional, Eagle Heights Spanish Immersion, 2.5 hours/day, 5 days/week, 178 days/year, effective 9/4/2018.

Schwebach, James – Special Education Bus Paraprofessional, Transportation, 6.5 hours/day, 5 days/week, 178 days/year, effective 8/31/2018.

Undis, Claire – ESL Paraprofessional, Forest Hills Elementary, working 5 hours/day, 5 days/week, 172 days/year, effective 9/4/2018.

TRANSPORTATION

Fackelman, Joseph – Mechanic, Transportation, 8 hours/day, 5 days/week, 260 days/year, effective 7/23/2018.

b. Change in Assignment

CLASS

Boelter, McKayla – Eagle Zone Program Lead, Community Education, 8 hrs/day, 5 days/week, 260 days/year, effective 8/6/2018.

Danciak, Viola – Receptionist, Forest Hills Elementary, 8 hours/day, 5 days/week, 192 days/year, effective 8/16/2018.

c. Resignations/Retirements

CLASS

Hirman, Nichole – Due Process Clerk, Early Childhood Special Education, effective 6/7/2018.

Jahn, Julie – Print Center Operator, Administrative Services Center, effective 8/17/2018.

Skoff, Glenda – Office Professional – Community Education, effective 8/31/2018.

FOOD SERVICE

Haag, Brenda – Food Service Assistant I, Forest Hills Elementary, effective 6/7/2018.

Kearney, Carrie – Food Service Assistant I, Prairie View Elementary, effective 6/7/2018.

MSEA

Abstein, Beth – Special Education Paraprofessional and Clerical Assistant 1, Forest Hills Elementary, effective 6/7/2018.

Geffre, Shauna – Special Education Paraprofessional, Eden Prairie High School, effective 6/7/2018.

Lee, Krista – Lunchroom/Playground Paraprofessional, Eden Lake Elementary, effective 6/7/2018.

Lescarbeau, Carrie – Early Childhood Paraprofessional, Community Education, effective 6/7/2018.

Ramsey, Sandra – Kindergarten/Lunchroom Paraprofessional, Forest Hills Elementary, effective 6/7/2018.

Wicklund, Amanda – Special Education Paraprofessional, TASSEL, effective 6/7/2018.

TRANSPORTATION

Garnaas, Robert – Bus Driver, Transportation, effective 6/7/2018.

Thomas, John – Bus Driver, Transportation, effective 6/7/2018.

Turmo, Steven – Bus Driver, Transportation, effective 7/27/2018.

Board Business

General Consent Agenda

Approval of Payments, all funds, June 2018

Check #396822-397326	\$4,073,046.67
Electronic Disbursements	\$5,733,682.27
TOTAL	\$9,806,728.94

Approval of Payments, all funds, July 2018

Check #400000-400222	\$7,550,190.67
Electronic Disbursements	\$3,317,489.29
TOTAL	\$10,867,679.96

Acknowledgment of Electronic Transfers July 2018

INVEST DATE	FROM	TO	INTEREST RATE	MATURITY DATE	PRINCIPAL
06/25/18	PMA Financial	MNTrust	2.020%	07/25/18	\$7,011,621.92
02/24/17	PMA Financial	MNTrust	.953%	07/27/18	\$1,520,287.15
02/27/17	PMA Financial	MNTrust	.900%	07/27/18	\$249,934.02
02/27/17	PMA Financial	MNTrust	.900%	07/27/18	\$249,934.02
02/27/18	PMA Financial	MNTrust	.950%	07/31/18	\$249,931.13
02/27/17	PMA Financial	MNTrust	1.007%	08/21/18	\$249,969.40
07/25/18	PMA Financial	MNTrust	2.050%	08/24/18	\$2,003,369.87

Form of Member District Governing Board Resolutions

[Note: Each Member District shall insert the following recitals and resolutions into the proper format to be considered and approved by such Member District's Governing Board:]

Ratifying and Approving TIES Reorganization and Definitive Agreements

WHEREAS, _____, School District# _____ (the "District") is a member of Technology and Information Educational Services ("TIES"), which was created in 1965 as a Minnesota joint powers entity under Minnesota Statutes Section 471.59 to provide technology and information services to school administrators, educators, and students; and

WHEREAS, TIES currently operates at a financial deficit which has been determined to be not sustainable by the Joint Board of TIES (the "TIES Board"), which is composed of representatives of the independent school districts who are currently members of TIES (collectively, the "Member Districts") which are identified in Exhibit A;

WHEREAS, on January 24, 2018, at a special board meeting, the TIES Board voted in favor of dissolving TIES and authorized TIES management and the TIES Executive Committee ("EC") to actively pursue potential business opportunities with third parties in order to achieve two objectives for the Member Districts: (1) minimize negative financial impact, and (2) minimize disruption of essential services (the "Objectives"); and

WHEREAS, the "potential business opportunities" authorized by the TIES Board within the scope of the Objectives were comprehensive: "Such opportunities may include a partnership, an asset sale, or a similar business deal with a third party consistent with applicable Minnesota law..."

WHEREAS, in connection with such efforts, TIES and Sourcewell, a service cooperative established pursuant to Minnesota Statutes Section 123A.21 and formerly known as National Joint Powers Alliance ("Sourcewell") entered into a non-binding Letter of Intent ("LOI") effective as of January 23, 2018 with respect to a possible transaction involving Sourcewell's assumption of governance, management, and operational authority over TIES' business operations; and

WHEREAS, after substantial completion of due diligence, on April 17, 2018 and April 19, 2018, respectively, the Boards of Sourcewell and TIES authorized the management team of each organization to proceed with discussions and the drafting and negotiation of all necessary legal agreements to consummate a transaction substantially as described in the LOI; and

WHEREAS, the authorized legal process required significant research and analysis to identify and evaluate options available under applicable law for how to structure the transaction

between Sourcewell and TIES and the Member Districts to best achieve the Objectives; and

WHEREAS, after consideration and discussion with TIES EC, management and District's legal counsel (at District's option), and review of the Definitive Agreements (defined below), and as duly authorized under the resolution template form approved by the EC during a regular meeting on May 16, 2018 and provided thereafter to each Member District for signature, District's superintendent or other representative ("District's Legal Representative") determined that it is in the best interest of the District to structure the transaction as a "Reorganization" of the existing TIES joint powers entity in order to achieve the Objectives; and

WHEREAS, the District Legal Representative's conclusion that Reorganization of TIES is the best structure for the Sourcewell transaction is based on the following findings since the resolution dated April 19, 2018:

- (1) Continuation of Member Districts' levy authority. Under current law (Minnesota Statutes Section 126C.40, subd. 1 (i)), if TIES is dissolved, the Member Districts would lose their legal authority to levy for funds to pay their proportionate share of the debt due through February 1, 2023 pursuant to the financing documents for improvements to the TIES Building with U.S. Bank dated October 1, 2012. Reorganization allows for the Member Districts to remain members of TIES for a limited time and purpose: to levy for and manage the TIES Building until it is sold at which time they will automatically cease to be members;
- (2) Continuity of services to Member Districts. Reorganization allows for continuity of services to Member Districts wanting continuity of services;
- (3) Limits Member Districts' financial obligations. As part of the Reorganization, Sourcewell will assume all TIES operating expenses and debts incurred after July 1, 2018, thereby relieving the Member Districts of their obligation to provide financial support to TIES for regular operating expenses after July 1, 2018 for an unknown period of time (as with dissolution), other than assessed fees for management, operations, and maintenance of the TIES Building Assets and the other limited financial obligations described in the Definitive Agreements, as defined herein. Member Districts' pro rata share of TIES' past debt calculated as of July 1, 2018 based on a per student fee must be paid by July 27, 2018; and

WHEREAS, the purposes of the Reorganization include achieving the Objectives for the Member Districts based on the three (3) findings set forth above (included in the Definitive Agreements defined below); and

WHEREAS, at a special meeting on June 29, 2018, the Sourcewell Board of Directors authorized the proposal of the Reorganization as set forth in the Definitive Agreements; and

WHEREAS, the Reorganization of TIES' membership and governance includes the admission of Sourcewell and Metropolitan Educational Cooperative Service Unit, a service cooperative established pursuant to Minnesota Statutes Section 123A.21 ("Metro ECSU") as Governing Members of TIES, and the reclassification of the Member Districts as Limited Members of TIES for the sole purposes related to the TIES Building described above in Section (1); and

WHEREAS, after consideration and discussion with TIES management and legal counsel, and review of the TIES Reorganization Agreement attached hereto at Exhibit B and the Amended Joint Powers Agreement attached hereto at Exhibit C (the "Definitive Agreements"), each of which is incorporated herein without modification, at a special meeting on July 2, 2018, the EC accepted Sourcewell's proposal and approved the Reorganization of TIES as set forth in the Definitive Agreements, authorized an officer of TIES to execute the Definitive Agreements on behalf of TIES, and approved the submission of such agreements to each Member District for consideration, approval and ratification pursuant to the resolutions herein; and

WHEREAS, the District's Legal Representative has executed the Definitive Agreements on behalf of the District, subject to the approval and ratification of the District's Board; and

WHEREAS, District's Board desires to approve and ratify the Reorganization as set forth in the Definitive Agreements, and to approve and ratify the District's Legal Representative's execution of the Definitive Agreements on behalf of the District.

1. Approval of Reorganization

NOW, THEREFORE BE IT RESOLVED, that Reorganization as described in these resolutions and in the Definitive Agreements is hereby approved and authorized and ratified.

2. Approval of Definitive Agreements

RESOLVED FURTHER, that the Reorganization Agreement executed by the District's Legal Representative, and presented to the District's Board and attached hereto as Exhibit B, be, and the same hereby is, approved and ratified.

RESOLVED FURTHER, that the Amended Joint Powers Agreement executed by the District's Legal Representative, and presented to the District's Board and attached hereto as Exhibit C, be, and the same hereby is, approved and ratified.

3. Continuation of TIES Entity

RESOLVED FURTHER, that the District hereby acknowledges and approves the continuation of TIES as a joint powers entity under Minnesota Statutes Section 471.59 pursuant to the Definitive Agreements and recognizes that if the Reorganization is

consummated, TIES will not dissolve except according to the terms of the Amended Joint Powers Agreement.

4. Authorizing Resolution

RESOLVED FURTHER, that District's Legal Representative is hereby authorized and directed to execute any and all other documents necessary to effectuate these resolutions and the Reorganization and to take or cause to be taken any and all other actions (including preparing, executing, issuing, delivering and filing any and all instruments, documents and agreements and amendments thereto) and to do any and all other acts or things in the name of and on behalf of TIES as any of them may deem necessary or appropriate in connection with the Reorganization and carrying into effect these resolutions.

RESOLVED FURTHER, that all actions taken to date by District's Legal Representative that are consistent with the purpose and intent of these resolutions are hereby in all respects authorized, approved, ratified and confirmed.

RESOLVED FURTHER, that capitalized terms used but not defined herein shall have the meanings set forth in the Definitive Agreements.

CERTIFICATION

The foregoing resolutions were adopted by the governing board, _____
of Member District, _____, SCHOOL DISTRICT # _____,
at a duly held meeting at which a quorum was present on the _____ day of _____,
2018.

Signed

Name

Title

Exhibit A
List of Member Districts

Anoka-Hennepin Schools, #11	Minnetonka Public Schools, #276
Big Lake Schools, #727	Monticello Public School District, #882
Brooklyn Center Community Schools, #286	Mounds View Public Schools, #621
BHM Schools (Buffalo Hanover Montrose), #877	New Prague Area Schools, #721
Burnsville-Eagan-Savage School District, #191	North Branch Area Public Schools, #138
Centennial School District, #12	Orono Schools, #278
Chisago Lakes School District, #2144	Osseo Area Schools, #279
East Central Schools, #2580	Pine City Public Schools, #578
Eden Prairie Schools, #272	Randolph Public Schools, #195
Edina Public Schools, #273	Red Wing Public Schools, #256
Forest Lake Area Schools, #831	Richfield Public Schools, #280
Fridley Public Schools, #14	Rosemount-Apple Valley-Eagan Public Schools, #196
Hastings Public Schools, #200	Rush City Schools, #139
Hinckley-Finlayson Schools, #2165	Shakopee Public Schools, #720
Hopkins Public Schools, #270	South St. Paul Public Schools, #6
Howard Lake-Waverly-Winsted Public Schools, #2687	St. Anthony-New Brighton, #282
Intermediate District #287	St. Cloud Area School, #742
Intermediate District #917	St. Francis Area Schools, #15
Inver Grove Heights Schools, #199	St. Louis Park Public Schools, #283
Jordan Public Schools, #717	St. Michael-Albertville Schools, #885
Lakeville Area Public Schools, #194	Stillwater Area Public Schools, #834
Mahtomedi Public Schools, #832	West St. Paul-Mendota Heights-Eagan, #197
	Westonka Public Schools, #277

Exhibit B

TIES REORGANIZATION AGREEMENT

THIS TIES REORGANIZATION AGREEMENT (the “Reorganization Agreement”) is entered into as of July 27, 2018 (the “Signing Date”) by and among Sourcewell, formerly known as National Joint Powers Alliance (“Sourcewell”) which is a public agency and public corporation established by Minnesota Statutes § 123A.21; Technology and Information Educational Services (“TIES”) which is a joint powers entity formed under Minnesota Statutes § 471.59; and the member school districts (the “Member Districts”) of TIES which are identified in the attached Exhibit A (each a “Party” and collectively, the “Parties”). The transaction described in this Agreement shall be effective as of 12:01a.m. on September 1, 2018, or on such date as all closing conditions set forth in Article IV have been satisfied or waived (the “Effective Date”).

WHEREAS, TIES was created in 1965 as a Minnesota joint powers entity under Minn. Stat. §471.59 to provide technology and information services to school administrators, educators, and students; and

WHEREAS, TIES presently operates at a financial deficit which TIES and its Member Districts have determined is not sustainable; and

WHEREAS, TIES and its Member Districts have determined that it is in their mutual best interests to enter into this Reorganization Agreement with Sourcewell for the reorganization of TIES’ membership and governance (the “Reorganization”) as described herein, and in the separate Joint Powers Agreement (Amended, Restated, Restructured and Reconstituted) of even date between the Parties and Metropolitan Educational Cooperative Service Unit (“Metro ECSU”) which is a public agency and public corporation established by Minnesota Statutes § 123A.21 (the “Amended Joint Powers Agreement”); and

WHEREAS, the purposes of the Reorganization are to minimize the negative financial impact on Member Districts; to maintain and improve TIES’ operations to ensure continuity of services to Member Districts (and other TIES customers); and, to allow TIES and the Member Districts to maintain and manage the “TIES Building Assets” (as defined below); and

WHEREAS, in January 2018, the TIES Board, which consists of representatives of the Member Districts, authorized TIES management and its Executive Committee to explore various business opportunities with third parties consistent with applicable Minnesota law; and

WHEREAS, in connection with such efforts, Sourcewell and TIES entered into a non-binding Letter of Intent (“LOI”) dated January 23, 2018 with respect to a possible transaction involving Sourcewell’s assumption of governance, management, and operational authority over TIES’ business operations; and

WHEREAS, after substantial completion of due diligence, in April 2018 the respective Boards of Sourcewell and TIES authorized the management team of each organization to proceed with discussions and the drafting and negotiation of all necessary legal agreements to consummate the Reorganization (which is similar to the possible transaction outlined in the LOI); and

WHEREAS, Sourcewell and Metro ECSU wish to join TIES as new “Governing Members”, and the Member Districts wish to remain members of TIES as “Limited Members” in accordance with the terms set forth in the Amended Joint Powers Agreement; and

WHEREAS, the TIES Board desires to affirm the admission of Sourcewell and Metro ECSU as new members of TIES, to be effective as of the Effective Date and according to the provisions in the Amended Joint Powers Agreement, subject to consummation of the Reorganization; and

WHEREAS, the Sourcewell Board has approved the Reorganization as described in this Reorganization Agreement, the Amended Joint Powers Agreement, and all other documents and agreements required to be entered into by the Parties to consummate the Reorganization (collectively, the “Definitive Agreements”), subject to the closing conditions described herein, and has proposed the same to all other Parties for consideration; and

WHEREAS, the governing body of each of the other Parties has independently determined that the Reorganization and entering into the Definitive Agreements is in the best interests of their organization.

NOW, THEREFORE in consideration of the mutual promises, covenants and agreement herein contained, the Parties hereby agree as follows:

ARTICLE I REORGANIZATION

Section 1.1 TIES Assets and Liabilities. The Member Districts agree to retain, assume and pay for certain debts, liabilities, and obligations of TIES as of the Financial Cut-Off Date (as defined in Section 2.1) and the Parties agree to such other allocation of TIES’ assets and liabilities as described in Article II of this Reorganization Agreement. The governing board of each Member District shall approve this Reorganization Agreement and the Amended Joint Powers Agreement by adopting resolutions in the form of the template attached hereto as Exhibit B.

Section 1.2 Amended Joint Powers Agreement; TIES Name Change. The Parties and Metro ECSU shall execute the Amended Joint Powers Agreement to be effective as of the Effective Date, substantially in the same form attached hereto as Exhibit C, which in relevant part establishes two classes of membership in TIES and changes the name of TIES to Sourcewell Technology.

Section 1.3 TIES Governance Approvals; TIES Admission of New Members. The TIES Executive Committee shall approve the Reorganization, this Reorganization Agreement, and the Amended Joint Powers Agreement by adopting a resolution in substantially the same form attached hereto as Exhibit D, all to be effective as of the Effective Date. Sourcewell and Metro ECSU shall be admitted as the two sole Governing Members of TIES pursuant to the terms of the Amended Joint Powers Agreement, in accordance with such resolutions.

Section 1.4 Reclassification of TIES Membership; Withdrawal of Member Districts. The Member Districts shall be reclassified as Limited Members of TIES pursuant to the terms of the

Amended Joint Powers Agreement, effective as of the Effective Date. The Member Districts shall withdraw as Limited Members of TIES pursuant to the provisions in the Amended Joint Powers Agreement.

Section 1.5 TIES Building Assets; Building Committee; Building Maintenance Fee; Sale.

Except as otherwise set forth in the Amended Joint Powers Agreement, as Limited Members of TIES, the Member Districts shall have sole responsibility, liability, obligations, and rights to all of the TIES buildings, structures, and improvements located in, on, or about the real property legally described on Exhibit E, as well as certain fixtures and furniture located therein as set forth on Exhibit E (collectively, the “TIES Building Assets”). As described in the Amended Joint Powers Agreement, the Building Committee (which means the nine (9) member TIES Executive Committee existing as of the Effective Date) shall represent TIES and the Member Districts in the management and maintenance of the “TIES Building” as defined in Exhibit E.

1.5.1 Member Districts shall continue to be responsible for payment of (i) all costs and expenses related to the management, operation, and maintenance of the TIES Building Assets, including without limitation, all utilities, maintenance and repair (including replacement), taxes, insurance, building personnel, management and administrative fees (all of the foregoing, collectively, the “TIES Building Operating Costs”), and (ii) any and all extraordinary or unanticipated expenses outside of those incurred in the normal course of day-to-day management and operation of the TIES Building Assets (e.g., without limitation, due to an unforeseen environmental conditions or unanticipated capital expenditures (e.g., roof replacement)) (collectively, the “Extraordinary Expenses”). TIES shall perform facilities management services with respect to the TIES Building Assets on behalf of the Member Districts as consideration for Member Districts’ agreement that TIES, Sourcewell, and Metro ECSU shall be permitted to occupy the TIES Building free of any rent or any other similar payment or fee until the TIES Building is sold, subject to maximum reasonable notice under the circumstances.

1.5.2 Each Member District shall continue to exercise its authority under Minnesota Statutes § 126C.40, Subdivision 1(i) to levy for, and shall pay to TIES (Sourcewell Technology), its portion of lease costs attributed to the Member District for the Lease-Purchase Agreement between TIES and U.S. Bank National Association dated October 1, 2012 (the “Lease-Purchase Financing”), which was entered into pursuant to the issuance of the Technology and Information Education Services, St. Paul, Minnesota Certificates of Participation, Series 2012C in an original principal amount of \$5,207,000, including without limitation, all debt, interest and other costs and fees due thereunder.

1.5.3 After the Effective Date, TIES (Sourcewell Technology) will invoice Member Districts a per student fee amount multiplied by student enrollment numbers reported by Member Districts to the Minnesota Department of Education as of October 1, 2017 (the “Initial Building Maintenance Fee,” hereinafter, together with any future invoices to the Member Districts (with the fee amount determined in the same manner based on the most recently available reported student enrollment numbers as of the date of such assessment, collectively, the “Building Maintenance Fee(s)”). The Initial Building Maintenance Fee is

anticipated and intended to cover the TIES Building Operating Costs for a period of approximately 12 to 18 months following the Effective Date. The Initial Building Maintenance Fee is an estimate-only and the Member Districts' liability for the TIES Building Operating Costs shall be based upon the actual TIES Building Operating Costs for such period, and any additional period, and shall include any Extraordinary Expenses, until the sale of the TIES Building Assets.

1.5.4 TIES (Sourcewell Technology) shall continue to have the right, at its option, to assess further Building Maintenance Fees to the Member Districts to pay for TIES Building Operating Costs and to assess fees to the Member Districts to pay for any Extraordinary Expenses.

1.5.5 If the TIES Building Assets are sold prior to the expiration of the anticipated period covered by the Initial Building Maintenance Fee (or within any period covered by an additionally assessed Building Maintenance Fee), the Member Districts may be entitled to a refund of any paid portion of the Initial Building Maintenance Fee (or any additionally assessed and paid Building Maintenance Fee) exceeding the Member District's liability for the TIES Building Costs and any Extraordinary Expenses.

1.5.6 Upon sale of the TIES Building Assets, the Member Districts shall receive a pro rata share of the Net Proceeds (as hereinafter defined) according to per resident pupil units commensurate with the method by which their pro rata payment amounts under US Bank Financing documents as described in Section 1.5.2 have been calculated. "Net Proceeds" means the net sale proceeds after deduction for payoff of any debt, offset for any outstanding unpaid Building Maintenance Fees (allocated only to the extent unpaid by a Member District), and payment of any and all costs associated with the sale of the TIES Building Assets, including without limitation, commissions and brokerage fees, title and survey costs, deed tax, closing fees and any other customary fees paid by a seller in connection with a commercial real estate transaction).

Section 1.6 TIES Employees. Employees of TIES as of the Effective Date shall continue to be employed by TIES (Sourcewell Technology) on and after the Effective Date, subject to the right of TIES (Sourcewell Technology) and any such employee to terminate such employment relationship at any time. TIES employees shall continue to receive compensation and benefits from TIES (Sourcewell Technology) following the Reorganization.

Section 1.7 Management Agreement. The Parties may desire to transition oversight and management of TIES' operations to Sourcewell at some point prior to the Effective Date. If such event, TIES and Sourcewell will enter into a Management Agreement describing the terms and conditions on which Sourcewell will provide management services to TIES during the period before the Effective Date.

Section 1.8 Continuation of Services to Member Districts. TIES (Sourcewell Technology) agrees to continue to provide services to Member Districts, and Member Districts agree to receive

such services, in accordance with the terms and conditions set forth in each Member District's legal agreements with TIES for the provision of products and services in effect as of the Financial Cut-off Date.

ARTICLE II

ALLOCATION OF TIES ASSETS AND LIABILITIES

Section 2.1 Retention of All Assets by TIES (Sourcewell Technology). As of the Effective Date, TIES (Sourcewell Technology) shall retain all of its right, interest, and ownership of all assets and operations of TIES, including but not limited to all receivables, properties, real estate, buildings, equipment, contracts, rights, licenses, permits, software, source code, applications, other technology and intellectual property, programs, services, and all other assets of TIES (the "TIES Assets"). The TIES Assets include in part the TIES Building Assets.

Section 2.2 Retention of Certain Liabilities by TIES (Sourcewell Technology). As of the Effective Date, TIES (Sourcewell Technology) shall retain, and timely pay and perform only the following liabilities of TIES (collectively referred to as the "Retained Liabilities"):

2.2.1 Accounts payable of TIES as of July 1, 2018 (the "Financial Cut-off Date"); and

2.2.2 All operating expenses of TIES arising on and after the Financial Cut-off Date.

Section 2.3 Retention and Payment of Member Districts' Debts. Subject to the indemnification provisions of Section 6.3.3, and in addition to the Member Districts' financial obligations related to the TIES Building Assets under Section 1.5, the Member Districts hereby retain, assume and accept joint and several liability for, and shall pay, satisfy and discharge all debts (excluding Accounts Payable), liabilities and obligations of TIES incurred in the operation of its business prior to the Financial Cut-off Date ("Member Districts Debts") by payment in their pro rata shares estimated as of the Financial Cut-off Date (the "Member District Debt Payments"). Member Districts shall pay their Member District Debt Payments to TIES by no later than end of business on July 27, 2018 pursuant to their individual Summary Sheet and invoice expected to be sent to them on or about July 3, 2018. The Summary Sheets will be provided in the same form as the template attached as Exhibit F. Member District Debt Payments shall be determined according to a per student fee amount multiplied by student enrollment numbers reported by Member Districts to the Minnesota Department of Education as of October 1, 2017. Member District Debt Payments are subject to any adjustments required by the reconciliation described below in Section 2.4.

Section 2.4 Reconciliation. The Parties understand and agree that audited financials which include the final amount of Member Districts Debts incurred by TIES prior to the Financial Cut-off Date will not be available until the routine audit for TIES fiscal year 2017-2018 (July 1, 2017 - June 30, 2018) by its independent auditor has been completed and the audit report has been provided to TIES and the Member Districts. Such audit report is expected in the month of December 2018. The Parties further understand and agree that upon receipt of the audit report, an adjustment to each Member District's Debt Payment made pursuant to Section 2.3, or a credit toward the Member Districts Debts may occur. In such event, TIES (Sourcewell Technology) shall provide the other Parties with an accounting for any shortfall or overpayment and an invoice or

reimbursement for the difference as appropriate.

Section 2.5 Relinquishing and Assignment of IP Rights by Member Districts. Each Member District hereby relinquishes and assigns to TIES (Sourcewell Technology) any and all rights it may have in any software, source code, applications, and related technology, copyrightable subject matter, trade secrets, and any other intellectual property of TIES by virtue of any prior agreements or licenses with TIES (the “IP Assets”).

ARTICLE III

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 3.1 Representations, Warranties, and Covenants of TIES. As a material inducement to Sourcewell enter into this Reorganization Agreement and with the understanding that each of the same will be relying thereon in consummating the Reorganization contemplated hereunder, TIES represents and warrants to Sourcewell that the following are true, complete and correct as of the Signing Date, except as set forth in Schedule 3.1 (the “TIES Disclosure Schedule”):

3.1.1 Organization. TIES has all requisite corporate power and authority to own the Acquired Assets, to conduct its activities as they are now being conducted, and to enter into and perform its commitments under each of the instruments to be executed by TIES in connection with the Reorganization.

3.1.2 Corporate Authorization. The execution, delivery and performance of this Reorganization Agreement by TIES, and all other agreements or instruments to be executed by TIES pursuant to this Reorganization Agreement, have been authorized by proper corporate action and are within TIES’ statutory and other legal powers. This Reorganization Agreement constitutes, and such other agreements or instruments executed by TIES in connection herewith will constitute, the legal, valid and binding obligations of TIES, which are, or will be, enforceable against TIES in accordance with their respective terms.

3.1.3 Exhibits. The information contained in each of the exhibits referenced in and attached to this Reorganization Agreement is complete, true and correct in all material respects.

3.1.4 No Defaults. True and correct copies of each of the material leases, contracts and licenses to which TIES is a Party have been provided to Sourcewell in the due diligence process, and to the best of TIES’ knowledge, each is in full force and effect except as TIES has otherwise disclosed to Sourcewell. To the best of TIES’ knowledge, TIES is not in material default or breach under any of such agreements and no other Party to such agreements is in material default or breach thereunder. TIES has not received any written notice of an allegation or have other reason to believe that any such agreement is not in full force and effect or that TIES or another Party to such agreement is in material default or breach thereunder.

3.1.5 No Breaches. To the best of TIES’ knowledge after due and diligent inquiry, TIES is not in violation of, and the execution, delivery and performance of this Reorganization

Agreement or the other agreements contemplated by this Reorganization Agreement, and the consummation of the Reorganization contemplated hereby do not and will not result in any breach or acceleration of, any of the terms or conditions of TIES' Joint Powers Agreement or Bylaws, or of any mortgage (provided any required consent of the mortgagee thereunder is received), bond, indenture, contract, agreement, license or other instrument or obligation to which TIES is a party or by which the TIES Assets are bound. To the best of TIES' knowledge after due and diligent inquiry, the execution, delivery and performance of this Reorganization Agreement or the other agreements contemplated by this Reorganization Agreement will not result in the violation of any statute, regulation, judgment, writ, injunction or decree of any court, entered, or threatened in a proceeding or action in which TIES is, was or may be bound or to which the TIES Assets are subject. In the event any such notices are served or received prior to the Effective Date or if an inspection by the applicable governmental authorities shall disclose that the TIES Assets (including the TIES Building Assets) or any portion thereof is not in compliance with applicable law, regulation or other governmental requirement, TIES will notify all other Parties and commence to address such compliance as soon as may be practical, provided however, that any work required to effect such compliance shall be subject to Sourcewell's reasonable approval and shall be completed by TIES prior to the Effective Date. If there is insufficient time to effect compliance prior to the Effective Date, then TIES may extend the Effective Date, subject to the approval of Sourcewell, until such compliance is achieved.

3.1.6 Lawsuits and Proceedings. TIES is not engaged in any legal action or other proceedings before any court or administrative agency which would or might prohibit the Reorganization contemplated hereby or which would or might adversely affect the TIES Assets. TIES is not a party to any action or proceeding, nor has TIES received written notice of or have reason to believe that there exists any such action or proceeding, nor does there exist any basis therefor, which will or could have a material adverse effect on the condition, financial or otherwise, of the TIES Assets. No order, writ, injunction or decree has been issued by, or, to the best of TIES' knowledge after due and diligent inquiry, requested of, any court or governmental agency which does or may result in any material adverse change in the TIES Assets or in the financial condition of TIES. TIES is not liable for damages to any of its employees or former employees as a result of violation of any foreign, state or federal laws directly or indirectly relating to such employees or former employees.

3.1.7 Condition of TIES Assets. To the best of TIES' knowledge after due and diligent inquiry, there are no defects in the TIES Assets or other conditions relating thereto which, in the aggregate, materially adversely affect the operation or value of the TIES Assets. Ordinary wear and tear of the TIES Assets is permitted.

3.1.8 Compliance with Law. With respect to the TIES Building Assets, TIES has not been cited for any violations of any regulation, code, resolution, ordinance, statute or law involving the use, maintenance, operation or condition of the TIES Building Assets, or any part thereof, which have not been corrected, and to the best of TIES' knowledge, the TIES Building Assets comply with all applicable resolutions, statutes, laws, rules, regulations, and codes of all governmental units, authorities, agencies, and environmental protection agencies having authority over the TIES Building Assets. TIES is not currently being

charged with, nor to TIES' best knowledge, are its operations, nor any aspect of the TIES Building Assets, in material violation of, any applicable foreign, federal, state or municipal laws, regulations or ordinances the violation of which would have a materially adverse impact on TIES' operations including, without limitation, the federal Occupational Safety and Health Act of 1970, 42 U.S.C. § 1320a-7b, the Americans with Disabilities Act of 1990, Minnesota State law, and the regulations promulgated under the foregoing, or any other applicable federal, state or municipal statute, law, regulation or ordinance relating to occupational or environmental health and safety, nor is TIES relying on any exemption from or deferral of any such applicable statute, law, regulation or ordinance that would not be available to TIES after the Effective Date.

3.1.9 Intellectual Property Rights. To the extent necessary for the operation of TIES, TIES owns or exclusively holds all rights to use, free and clear of all liens, claims and restrictions, all trademarks, service marks, trade names, logos, internet domain names, designs, slogans, (whether registered or unregistered) copyrights and copyrightable subject matter (whether registered or unregistered), computer software programs and software systems, including all data bases, compilations, applications, tool sets, compilers, decompilers, related documentation and materials, whether in source code or object code or human readable form, trade secrets, know-how, concepts, methods, processes, reports, data, business plans, and other proprietary information, all of which derive value from being maintained in confidence (the "Intellectual Property"). If applicable, TIES has used reasonable efforts to secure rights to Intellectual Property needed for the operation of its current business from its employees under applicable law and/or written assignment, and from consultants by written assignment. TIES has not received written notice of any claim that its Intellectual Property infringes upon the rights of any such employee or consultant.

3.1.10 Representations and Warranties. The representations and warranties contained in this Section 3.1 hereof shall be true on and as of the Effective Date with the same force and effect as though such representations and warranties had been made on and as of the Effective Date. Such representations and warranties have been made by TIES with the knowledge and expectation that all other Parties are relying thereon.

3.1.11 Preservation and Operation of TIES Business. Between the Financial Cut-off Date and the Effective Date, TIES will keep its business and properties substantially intact, including present operations, the TIES Building Assets, working conditions and relationships with employees, Member Districts, licensors, and suppliers. TIES will not engage in any practice, take any action, or enter into any transaction outside of the ordinary course of business without Sourcewell's prior written consent. TIES shall continue to operate in the ordinary course of business with frequent updates and notice to Sourcewell of such operations and TIES shall not take any action which, if taken prior to the Effective Date of this Agreement, would have had the effect of making any of TIES' representations and warranties contained herein untrue as of the Effective Date of this Agreement. TIES shall observe and keep in full force and effect all applicable licenses and permits and shall perform all its obligations thereunder, and shall not voluntarily amend or terminate any existing management, service or other agreements that are necessary to carry on and conduct the present business of TIES. TIES will not engage in any practice, take any

action, or enter into any transaction outside of the ordinary course of business without Sourcewell's prior written consent.

Section 3.2 Representations, Warranties, and Covenants of Sourcewell. As a material inducement to TIES to enter into this Reorganization Agreement and with the understanding that each of the same will be relying thereon in consummating the Reorganization contemplated hereunder, Sourcewell hereby represents and warrants to and TIES that the following are true, complete and correct as of the Signing Date:

3.2.1 Organization. Sourcewell has all requisite corporate power and authority to enter into and perform its commitments under each of the instruments to be executed by Sourcewell in connection with the Reorganization.

3.2.2 Corporate Authorization. The execution, delivery and performance of this Reorganization Agreement by Sourcewell, and all other agreements or instruments to be executed by Sourcewell pursuant to this Reorganization Agreement, have been authorized by proper corporate action and are within Sourcewell's statutory and other legal powers. This Reorganization Agreement constitutes, and such other agreements or instruments executed by Sourcewell in connection herewith will constitute, the legal, valid and binding obligations of Sourcewell, which are, or will be, enforceable against Sourcewell in accordance with their respective terms.

3.2.3 No Breaches. To the best of Sourcewell's knowledge after due and diligent inquiry, Sourcewell is not in violation of, and the execution, delivery and performance of this Reorganization Agreement or the other agreements contemplated by this Reorganization Agreement, and the consummation of the Reorganization contemplated hereby do not and will not result in any breach or acceleration of, any of the terms or conditions of Sourcewell's governing documents, or of any mortgage (provided any required consent of the mortgagee thereunder is received), bond, indenture, contract, agreement, license or other instrument or obligation to which Sourcewell is a party. To the best of Sourcewell's knowledge after due and diligent inquiry, the execution, delivery and performance of this Reorganization Agreement or the other agreements contemplated by this Reorganization Agreement will not result in the violation of any statute, regulation, judgment, writ, injunction or decree of any court, entered, or threatened in a proceeding or action in which Sourcewell is, was or may be bound. In the event any such notices are served or received prior to the Effective Date, Sourcewell will notify all other Parties and commence to address such compliance as soon as may be practical, provided however, that any work required to effect such compliance shall be completed by Sourcewell prior to the Effective Date. If there is insufficient time to effect compliance prior to the Effective Date, then Sourcewell may extend the Effective Date until such compliance is achieved.

Section 3.3 Representations, Warranties, and Covenants of Member Districts. As a material inducement to each other Party to enter into this Reorganization Agreement and with the understanding that each of the same will be relying thereon in consummating the Reorganization contemplated hereunder, the Member Districts each hereby represent and warrant to each other Party that the following are true, complete and correct as of the Signing Date with respect to their own organization:

3.3.1 Organization. Each of the Member Districts has all requisite corporate power and authority to enter into and perform its commitments under each of the instruments to be executed by the Member Districts in connection with the Reorganization.

3.3.2 Corporate Authorization. The execution, delivery and performance of this Reorganization Agreement by each Member District, and all other agreements or instruments to be executed by the Member District pursuant to this Reorganization Agreement, have been authorized by proper corporate action and are within such Member District's statutory and other legal powers. This Reorganization Agreement constitutes, and such other agreements or instruments executed by the Member District in connection herewith will constitute, the legal, valid and binding obligations of such Member District, which are, or will be, enforceable against such Member District in accordance with their respective terms.

ARTICLE IV

CLOSING CONDITIONS

Section 4.1 Conditions Precedent. The obligation of each Party to enter into and complete the Reorganization contemplated by the Definitive Agreements is subject to the fulfillment on or prior to the Effective Date of the conditions described in this Article IV, any one or more of which may be waived by agreement of all of the Parties or as otherwise provided herein.

Section 4.2 Approvals of Governing Bodies. The governing bodies of Sourcewell, Metro ECSU, and each Member District shall have approved the Definitive Agreements to which they are a party and granted all other approvals necessary for the applicable Party to complete the Reorganization as described in the Definitive Agreements, with all such resolutions in the form of the templates attached hereto, as applicable, or otherwise in a form and content satisfactory to Sourcewell; and after each such approval has been obtained, the Sourcewell Board of Directors shall have taken a final vote approving the Reorganization.

Section 4.3 Completion of Attachments. All attachments, exhibits and schedules to the Definitive Agreements shall have been completed by the Parties and updated as of the Effective Date, and Sourcewell shall have approved the same.

Section 4.4 Third Party Consents. The Parties shall have provided all notices and obtained all consents of third parties and governmental entities required to consummate the Reorganization; provided that Sourcewell may in its discretion waive the receipt of any such notices or consents as a condition of closing.

Section 4.5 No Material Liabilities. No material liabilities of TIES shall have been identified that would have a material adverse effect on TIES' Assets or the Reorganization; provided that Sourcewell may in its discretion waive such condition as a condition of closing.

Section 4.6 Insurance Policies. TIES shall have maintained all insurance policies which were in place as of the Signing Date in full force and effect through the Effective Date and shall have provided copies of the same to Sourcewell if so requested.

Section 4.7 Other Documents. All Parties shall have delivered to each other Party executed Definitive Agreements to which they are a party, and any other documents and deliverables required by this Reorganization Agreement or otherwise reasonably requested by the Parties to carry out the Reorganization.

Section 4.8 Representations and Warranties. Each of the representations and warranties of the Parties herein shall be true and correct at and as of the Effective Date as though then made and as though the Effective Date had been substituted for the Signing Date throughout such representations and warranties.

Section 4.9 Opinion of Bond Counsel. TIES shall have obtained and provided to Sourcewell and Metro ECSU an opinion of Knutson Flynn & Deans, bond counsel, dated the Effective Date, to the effect that the Reorganization as presently contemplated and described in the Definitive Agreements will not adversely affect the exclusion of the interest on the Lease-Purchase Financing (as defined in Section 1.5.2 hereof) from gross income for federal income tax purposes under existing statutes, regulations, rulings, and court decisions, subject to certain conditions.

Section 4.10 Satisfaction of Third Party Debt. TIES shall have prepaid in full all outstanding amounts with respect to its revolving line of credit with Venture Bank dated June 30, 2018, Loan No. 15057, such payments to be made as funds are made available to TIES pursuant to the Member District Debt Payments, and TIES shall have terminated such line of credit with the consent of Venture Bank, all prior to the Effective Date. In the event that TIES' payment in full and termination of such line of credit is not completed by September 1, 2018, the Effective Date shall be on such later date as this closing condition described in Section 4.10, and all other closing conditions described in this Article IV, have been satisfied or waived.

ARTICLE V

DELIVERABLES

Section 5.1 Executed Reorganization Agreement. Each Party shall deliver to each other Party an executed copy of the Reorganization Agreement on or prior to the Signing Date.

Section 5.2 Other Deliverables. Prior to the Effective Date, each Party shall deliver to each other Party such documents, instruments and materials as may be reasonably required in order to effectuate the intent and provisions of this Reorganization Agreement, including all deliverables described in Section 5.3. There shall not be a physical closing at which all Parties are present. The transactions which occur on the Effective Date shall be deemed to have taken place as of 12:01 a.m. on the Effective Date.

Section 5.3 Specific Items to be Delivered Before the Effective Date. The Parties shall deliver the following items to all other Parties prior to the Effective Date:

5.3.1 To be delivered by TIES:

- (i) Certificate of an authorized officer of TIES confirming, as of the Closing Date, the accuracy of and compliance with the representations, warranties and covenants set forth in Sections 3.1 and 6.2 hereof.
- (ii) TIES Executive Committee Resolutions substantially in the form of the template attached hereto as Exhibit D.
- (iii) A bond counsel opinion pursuant to Section 4.9 of this Agreement.

5.3.2 To be delivered by Sourcewell:

- (i) An executed copy of the Amended Joint Powers Agreement.
- (ii) Sourcewell Board Resolutions approving the proposed terms of the Reorganization prior to the Signing Date.
- (iii) Sourcewell Board Resolutions giving final approval of the Reorganization pursuant to Section 4.2 of this Reorganization Agreement.

5.3.3 To be delivered by each Member District:

- (i) An executed copy of such Member District's joint signature page to the Reorganization Agreement and Amended Joint Powers Agreement, if not previously provided.
- (ii) A copy of the resolutions of the governing board of such Member District approving the Reorganization, in the form of the template attached hereto as Exhibit B.
- (iii) A wire transfer or other payment of such Member District's Debt Payment to TIES by July 27, 2018.

Section 5.4 Further Assurances. If any Party reasonably determines or is reasonably advised that any further instruments, actions, or things are necessary or desirable to carry out the terms of the Reorganization, either prior to or following the Effective Date, each Party shall cooperate and shall in good faith execute and deliver such instruments, perform all such actions, and provide all such things reasonably necessary and proper to carry out the terms of the Reorganization.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

Section 6.1 Insurance. TIES will provide Sourcewell with access upon request to copies of all insurance policies maintained by TIES relating to the TIES Assets or the Retained Liabilities currently in force for which TIES is a named insured (collectively, the "Insurance Policies").

Section 6.2 Additional Representations and Warranties Regarding Insurance. In addition to the representations and warranties set forth in Section 3.1, TIES represents and warrants to each other Party that the following are true, complete and correct as of the Signing Date:

6.2.1 Claims. All material claims, potential claims or circumstances have been timely reported, and except as set forth on the Disclosure Schedule, there are no claims related to the TIES Assets, or the Retained Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights.

6.2.2 No Change in Coverage; Premiums. Neither TIES nor any of its employees has received any written or oral notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if not yet due, accrued.

6.2.3 Integrity of Insurance Policies. All Insurance Policies are in full force and effect and enforceable in accordance with their terms, and have not been subject to any lapse in coverage. TIES is not in default under, or has otherwise failed to comply, in any material respect, with any provision contained in any Insurance Policy.

6.2.4 Maintenance of Policies; Notices. A true and complete copy of each Insurance Policy (including all endorsements thereto) that is currently in force has been made available to Sourcewell. At TIES' expense, TIES will maintain the current Insurance Policies in full force and effect through the Effective Date. TIES will give all notices and present all claims arising prior to the Effective Date under all potentially applicable Insurance Policies in a due and timely fashion.

Section 6.3 Indemnification.

6.3.1 Survival of Representations and Warranties. Except as otherwise provided in this Reorganization Agreement, the representations and warranties contained in this Reorganization Agreement shall survive the Effective Date for a period of twelve (12) months.

6.3.2 Indemnification by TIES (Sourcewell Technology). TIES (Sourcewell Technology) will defend, hold harmless, and indemnify each Member District from any and all claims, liabilities, damages, costs, expenses, penalties, fines or judgments (including, but not limited to, reasonable legal fees) asserted against, imposed upon or incurred by such Member District to the extent not covered by such Member District's insurance, and subject to the limitations of Minnesota Statutes Section 466.04, which the Member District may directly or indirectly incur or suffer by reason of the claim of a third party which results, arises out of or is based upon any liability relating to or arising out of the TIES Assets on or after the Effective Date or TIES's operations on or after the Effective Date which is specifically retained by TIES (Sourcewell Technology) pursuant to this Agreement.

6.3.3 Indemnification by Member Districts. Each Member District will defend, hold harmless, and indemnify each of TIES (Sourcewell Technology), Sourcewell, Metro ECSU, and each of their officers, directors and employees from any and all claims, liabilities, damages, costs, expenses, penalties, fines or judgments (including, but not limited to, reasonable legal fees) asserted against, imposed upon or incurred by TIES (Sourcewell Technology), Sourcewell, or Metro ECSU, respectively, to the extent not

covered by each such Party's insurance, and subject to the limitations of Minnesota Statutes Section 466.04, which TIES (Sourcewell Technology), Sourcewell, or Metro ECSU may directly or indirectly incur or suffer by reason of the claim of a third party which results, arises out of or is based upon (a) the inaccuracy of any representation or warranty made by the indemnifying Member District in this Reorganization Agreement; (b) the failure of the indemnifying Member District to comply with any covenants or other commitments made by it in this Reorganization Agreement; (c) any liability relating to or arising out of the TIES Assets prior to the Effective Date or TIES's operations prior to the Effective Date which is not specifically retained by TIES (Sourcewell Technology) pursuant to this Agreement; or (d) any liability relating to or arising out of the TIES Building Assets. A Party which is indemnified pursuant to this Section 6.3.3 will be entitled to manage the response, including the negotiation of any settlement and shall have the right to select counsel and direct the defense of any claim that results in a lawsuit.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Termination. This Reorganization Agreement and the transactions contemplated by this Reorganization Agreement may be terminated prior to the Effective Date as follows:

7.1.1 By mutual written consent of the Parties;

7.1.2 By any Party upon written notice to the other Parties upon the occurrence of a misrepresentation or material breach by a non-terminating Party of its obligations or covenants under a Definitive Agreement, which breach is not cured or a plan of cure reasonably satisfactory to the noticing Party is not presented, within twenty (20) days following the receipt of such notice by the breaching Party, which must state the nature and extent of the material breach complained of;

7.1.3 By any Party, if there is a material change in the law that makes consummation or continuation of the Reorganization illegal or otherwise prohibited or if there is any decree, permanent injunction, judgment, order or other action by any court of competent jurisdiction or any governmental entity preventing or prohibiting consummation or continuation of the transactions contemplated by the Definitive Agreements; or

7.1.4 By Sourcewell, if it determines in its reasonable discretion that one or more of the Closing Conditions is impossible or impracticable to be satisfied or achieved as of the Effective Date.

Section 7.2 Public Announcements. No Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to the Reorganization, without the prior written approval of Sourcewell and TIES. No Party shall otherwise use another Party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of such other Party.

Section 7.3 Third-Party Beneficiaries. Metro ECSU shall be a third party beneficiary to this Reorganization Agreement. Except as expressly provided in the applicable Definitive Agreement,

no other person or entity is intended or shall be deemed or determined to be a third party beneficiary of any Definitive Agreement.

Section 7.4 Amendment and Modification. The Definitive Agreements may be modified, if at all, only in writing duly adopted by the parties thereto.

Section 7.5 Assignment Prohibited. No Party may assign its interest in any Definitive Agreement.

Section 7.6 Attachments. All schedules, exhibits, and attachments to each Definitive Agreements are hereby incorporated by reference into each such Definitive Agreement.

Section 7.7 Entire Agreement; Merger and Integration. The Definitive Agreements, including all schedules, exhibits, and attachments thereto, represent the full and complete understanding of all Parties hereto. Each Party represents that it is not relying on any prior representations or understandings, whether oral or in writing. Except as otherwise expressly provided herein, the Definitive Agreements amend, restate, restructure, reconstitute and supersede any prior governance documents of TIES, including without limitation all prior joint powers memoranda, bylaws, membership agreements, all letters of intent and memoranda of intent and understanding among the Parties, and any other contracts among the Parties related to the subject matter herein, except that all services agreements as described in Section 1.8 shall remain in effect.

Section 7.8 Necessary and Indispensable Parties. All Parties agree that each is relying on the terms and conditions agreed upon herein for its benefit and that in the event a challenge to the Agreement every Parties interest would be impeded. Therefore, in the event of an action challenging the validity of or any part of this Agreement all parties are deemed necessary and indispensable parties for purposes of Minn. R. Civ. Pro 19.

Section 7.9 Authority to Sign, Counterparts; Signature Location. Each undersigned individual represents that he or she has actual authority to execute this Reorganization Agreement and to bind the respective Parties to the terms and conditions herein contained. This Reorganization Agreement may be signed in one or more counterparts and each such executed counterpart shall constitute one and the same Reorganization Agreement.

Section 7.10 Governing Law, Venue. All questions with respect to the construction of the Definitive Agreements, and the rights and liabilities of the Parties under such agreements, shall be determined in accordance with the applicable provisions of the laws of the State of Minnesota without regard to the principles of conflicts of law. Venue for any action arising under this Agreement shall be in the District Court of Ramsey County, Minnesota.

Section 7.11 References to TIES. For purposes of the Reorganization, all references to "TIES" and "TIES (Sourcewell Technology)" in the Definitive Agreements and the exhibits thereof are intended to apply to TIES as defined in this Agreement, and any distinction in the term used is intended solely to facilitate communication between the Parties. The Definitive Agreements shall be interpreted without regard to whether a particular provision uses the term "TIES" or "TIES (Sourcewell Technology)."

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Exhibit C

**JOINT POWERS AGREEMENT
OF SOURCEWELL TECHNOLOGY
(F/K/A TIES)**

(Amendment, Restatement, Restructure and Reconstitution)

THIS AMENDED, RESTATED, RESTRUCTURED, AND RECONSTITUTED JOINT POWERS AGREEMENT (this "Agreement") is entered into between Sourcewell ("Sourcewell") and Metropolitan Educational Cooperative Service Unit ("Metro ECSU"), both of which are public agencies and public corporations established by Minnesota Statutes § 123A.21; and the member school districts ("Member Districts") of TIES which are identified in the attached Exhibit A (each a "Party" and collectively, the "Parties") and is effective as of the Effective Date (as defined in the TIES Reorganization Agreement).

WITNESSETH:-

WHEREAS, Technology and Information Educational Services ("TIES") is a joint powers entity formed under Minnesota Statutes § 471.59 which is governed by a Joint Powers Agreement dated November 5, 1965 (the "Original Joint Powers Agreement"); and

WHEREAS, Sourcewell, TIES, and the Member Districts entered into a TIES Reorganization Agreement ("the Reorganization Agreement") on or about July 27, 2018 describing the reorganization of TIES (the "Reorganization"); and

WHEREAS, in furtherance of the Reorganization, the Parties wish to set forth their agreement with respect to the governance, authority, and other terms pursuant to which TIES will be governed by creating this amended and restated joint powers agreement of TIES which, in relevant part, restructures TIES' membership into two classes of members, vests governance and control of TIES in Sourcewell and Metro ECSU, provides for Member Districts to oversee the maintenance, management and disposition of the TIES Building Assets, provides for capital contributions and financial support, and otherwise governs the authority, structure, and governance of TIES; and

WHEREAS, effective as of the Effective Date and pursuant to the adoption of this Agreement, Sourcewell and Metro ECSU shall be admitted as the sole Governing Members of TIES and all Member Districts shall be reclassified as Limited Members of TIES, as defined herein.

NOW, THEREFORE pursuant to Minnesota Statutes § 471.59 and in consideration of the mutual promises, covenants and agreement herein contained, the Parties hereby agree as follows:

ARTICLE I

RESTRUCTURED AND RECONSTITUTED JOINT POWERS ENTITY

Section 1. Name. As of the effective date of this Agreement, and subject to terms and conditions herein contained, the joint powers entity previously known as TIES shall continue in the name "Sourcewell Technology."

Section 2. Statement of Purpose. This Agreement is made for the purpose of ensuring Sourcewell Technology's continuity and development of informational and technological products, services, programs, solutions, and support, with a primary emphasis on serving the K-12 sector.

Section 3. Powers, Manner Exercised. Sourcewell Technology shall have all powers and authority provided by law including, but not limited to the following:

- a. To sue and be sued in its name;
- b. To adopt bylaws and enter an agreement for management with a member service cooperative, as long as such bylaws and agreements are consistent with the terms of this Agreement;
- c. To approve, enter and execute contracts;
- d. To employ personnel to carry out functions and operations consistent with its purpose;
- e. To adopt operational and administrative policies and procedures;
- f. To set an annual budget based on financial contributions, revenue generated and financial support received;
- g. To approve lawful expenditures;
- h. Determine service offerings and set pricing for the same;
- i. Obtain and enforce intellectual property rights protections (e.g. copyright, trademark) to the extent allowed by law;
- j. To accept other monies from public and private sources, including grants or donations, in accordance with law;
- k. To acquire by purchase, gift, devise, lease or otherwise, any and all personal or real property necessary to achieve the purpose of the Agreement.
- l. To obtain insurance on the private market, through a local government pooled risk entity or both;
- m. To establish any administrative or advisory committee, subcommittee, task force or working group necessary to achieve the purpose of this Agreement.

Care and control of Sourcewell Technology is vested in a Joint Board of Directors as provided in Article I, Section 4. All actions of the Board shall be by majority vote of Board of Directors, except for any addition of a Governing Member which requires a unanimous vote of the Joint Board and approval by the governing bodies of Sourcewell and Metro ECSU. In exercising the foregoing powers, the Board of Directors does not have authority to bind Sourcewell or Metro ECSU to financial obligations in amounts that exceed in total the amount of such member's Contributions and Voluntary Allocations to Sourcewell Technology unless such obligations are expressly approved by the governing body of Sourcewell or Metro ECSU, respectively.

Section 4. Governance, Officers and Management. A Joint Board of Directors (“Joint Board”) is hereby established to exercise all powers enumerated in Article I, Section 3. The Joint Board shall consist of eleven directors, including ten voting directors who must also be duly elected officials, and one ex officio, non-voting director as follows:

- a. Eight (8) voting members who are individuals concurrently serving as members of the Sourcewell Board of Directors; however, to the extent that the Sourcewell Board of Directors has fewer than eight (8) members, the Sourcewell Board of Directors may appoint non-directors to such positions on the Joint Board;
- b. Two (2) voting members appointed by Metro ECSU; and
- c. The Executive Director of Metro ECSU, as an ex officio non-voting director.

Officers of Sourcewell Technology may be established and appointed as provided for in the bylaws. Management of Sourcewell Technology shall be as provided for in the bylaws and any management agreement(s).

ARTICLE II

MEMBERSHIP

Section 1. Governing Members. Sourcewell and Metro ECSU are governing members of Sourcewell Technology (the “Governing Members”) and shall have the rights and authority described in this Agreement.

Section 2. Limited Members. The Member Districts are limited members of Sourcewell Technology (the “Limited Members”) and shall have only the rights and authority described in Article IV of this Agreement.

ARTICLE III

GOVERNING MEMBERS

Section 1. Financial Contributions. Sourcewell is solely responsible for making all financial contributions necessary for the operation of Sourcewell Technology (“Contributions”). Metro ECSU shall have no financial obligation or responsibilities related to the operation of Sourcewell Technology.

Section 2. Defense and Indemnification. Sourcewell shall defend, indemnify and hold harmless Metro ECSU, its current and former members of its governing body, administrators, employees, volunteers or agents, individually and collectively, from all liability, loss, damage, claims, causes of action, and expenses (including attorneys’ fees), which arise out of in any way or are related to the activities, operation or decisions of Sourcewell Technology, including, but not limited to, intentional, willful or negligent acts or omissions of Sourcewell, Sourcewell Technology or their employees, agents, volunteers, subcontractors or anyone employed directly or indirectly by Sourcewell or Sourcewell Technology; but excluding intentional, willful or grossly negligent acts or omissions of Metro ECSU, its current and former members of its governing body, administrators, employees, volunteers or agents. Further, Sourcewell represents and warrants that

to the best of its knowledge, there are not any claims, charges, lawsuits or actions of any kind against TIES that have not been fully resolved as of the Effective Date of this Agreement.

It is the intent of the Parties that Sourcewell Technology is a "single governmental unit" within the meaning of Minnesota Statutes §471.59, subd. 1(a) and (b), and nothing in this Agreement shall constitute a waiver of the statutory limits on liability, as set forth in Minnesota Statutes §466.04, or a waiver of any available immunities or defenses.

Section 3. Liability. Sourcewell Technology shall be a considered a single governmental unit and its liability is limited as provided by Minnesota Statutes, § 471.59, subdivision 1(a) and Minnesota Statutes, § 466.04. Subject to Sourcewell's duty to defend and indemnify Metro ECSU as provided in the preceding Section 2 of this Article, neither Sourcewell nor Metro ECSU agree, or shall be deemed, to be liable for each other's independent acts or omissions outside the scope of the authority and responsibilities described in this Agreement. Sourcewell and Metro ECSU agree to hold each other harmless for the independent acts of each of their own current and former governing body members, officers, employees, volunteers or agents. For purposes of determining total liability, if any, the parties intend that Sourcewell Technology is a single governmental unit within the meaning of Minnesota Statutes, § 471.59, subdivision 1a (b). If extended insurance coverage is obtained, such procurement constitutes a waiver of governmental liability limits only as provided by Minnesota Statutes, § 471.59, subdivision 1a (c).

Section 4. Insurance. Sourcewell Technology (f/k/a TIES) shall maintain insurance coverage to cover potential claims arising out of the operations of Sourcewell Technology with coverage minimums equal to or greater than the TIES policies in place on July 1, 2018 for at least the following types of insurance: general liability, professional liability, property, employee dishonesty, automobile, network security and privacy, and workers' compensation. Sourcewell shall also maintain insurance coverage of the same type and minimum coverages as Sourcewell Technology to meet its defense and indemnification obligations to Metro ECSU as set forth in Article III, Section 2 of this Agreement. Insurance maintained by Sourcewell Technology shall be primary to and non-contributory with Sourcewell and Metro ECSU insurance; next, insurance maintained by Sourcewell shall be shall be primary to and non-contributory with Metro ECSU's insurance. Sourcewell Technology's insurance must name Sourcewell and Metro ECSU as additional insureds and must provide a certificate of insurance with evidence of such status. Sourcewell's insurance must name Metro ECSU as an additional insured and must provide a certificate of insurance with evidence of such status.

Section 5. Termination and Dissolution. This Agreement shall be terminated and Sourcewell Technologies dissolved by majority vote of the Joint Board.

Section 6. Distribution of Assets and Liabilities Upon Dissolution. Pursuant to Minnesota Statutes, § 471.59, subd. 5, upon termination and dissolution of Sourcewell Technology, all property, assets, surplus funds or liabilities of Sourcewell Technology shall be distributed between the Governing Members in proportion to their Contributions made, if any, as described in Article II I, Section 1. For purposes of clarity, the Limited Member Districts shall not receive any distribution of property, assets, surplus funds, or liabilities of Sourcewell Technology upon

termination and dissolution of Sourcewell Technology, other than Member Districts' rights to the TIES Building Assets as set forth in Sections 1.5.5 and 1.5.6 of the Reorganization Agreement.

Section 7. Withdrawal. Either Governing Member may withdraw from this Agreement by action of its governing body, provided that withdrawal shall be effective one hundred and eighty (180) calendar days from receipt of written notice of withdrawal, unless withdrawal is due to a material breach of this Agreement by the non-withdrawing Governing Member, in which case the withdrawal shall be effective thirty (30) days from receipt of written notice. Upon withdrawal, Metro ECSU shall have no financial obligations or responsibilities to Sourcewell or Sourcewell Technology.

ARTICLE IV

LIMITED MEMBERS; LIMITED MEMBERS BOARD AND BUILDING COMMITTEE

Section 1. Limited Members' Oversight of TIES Building Assets; Approval Rights. Sourcewell Technology is the record owner (under its prior legal name, TIES) of certain land, buildings, and other improvements located at 1667 Snelling Avenue North, Saint Paul, Minnesota 55108, and legally described on Exhibit E of the Reorganization Agreement (the "TIES Building"). The TIES Building, together with certain fixtures and furniture located therein or thereon as described in Exhibit E of the Reorganization Agreement shall collectively be referred to as the "TIES Building Assets." Except as otherwise set forth in this Article IV, Section 1, the authority of the Limited Members with respect to Sourcewell Technology shall extend only to the oversight of the maintenance, operation, management, and sale and/or disposition of the TIES Building Assets. Subject to any Approval Rights (as hereinafter defined) and subject to the Member Districts' obligations under the Reorganization Agreement with respect to payment of the TIES Building Operating Costs and Extraordinary Expenses, the Limited Members delegate all of their authority under this Section 1 to the Building Committee (as defined in Section 2 below). The Limited Members Board and the Joint Board shall have reasonable approval rights with respect to the following actions by the Building Committee (collectively, the "Approval Rights"), which actions shall not be effective until such approval has been received: (i) the sale or disposition of the TIES Building Assets (including the disposition of any sale, insurance or condemnation proceeds), and (ii) any additional financing or refinancing secured by the TIES Building or any of the TIES Building Assets (each of the foregoing, an "Approval Event"). The Limited Members Board and Joint Board shall not unreasonably withhold their approval of any recommendation from the Building Committee with respect to an Approval Event provided that the terms of such Approval Event are commercially reasonable.

Section 2. Limited Members Board; Building Committee. There shall be a Limited Members Board with the authority expressly provided by this Agreement. Each Limited Member shall be entitled to select two representatives to serve on the Limited Members Board, whom may be the chairperson of the Limited Member's school board and its superintendent of schools serving *ex officio*, or any other two representatives appointed by the school board of the Limited Member. For clarity, it is intended that the composition of the Limited Members Board be substantially the same as the composition of the joint board described in the Original Joint Powers Agreement. In

addition, there shall be a Building Committee composed of the nine (9) representatives serving on the TIES Executive Committee as of the Effective Date. Thereafter, the Building Committee shall consist, insofar as is possible, of nine (9) representatives which include an approximately equal number of superintendents of Limited Member districts and representatives who are not superintendents, not more than one of whom shall be from the same Limited Member district. The Limited Members Board and Building Committee shall exist for the sole and limited purpose of representing the Limited Members in their oversight of the TIES Building Assets as described in Article IV, Section 1, including without limitation, negotiating and considering offers and counteroffers, executing necessary documents and all actions necessary and sufficient to effect a sale of the TIES Building (subject to reasonable Approval Rights of the Limited Members Board and Joint Board described in Article IV, Section 1), and otherwise consistent with the terms of this Agreement, to retire the debt owed with respect to the TIES Building. Until such time as the TIES Building is sold (or the debt retired), the Building Committee shall have the authority to retain the facility management services of Sourcewell Technology staff as required to oversee the TIES Building, as described under Article IV, Section 1. As consideration for such services, TIES and the Governing Members shall be permitted to occupy the TIES Building free of any rent or any other similar payment or fee until the TIES Building is sold, subject to maximum reasonable notice under the circumstances.

Section 3. Withdrawal of Limited Members. Within a reasonable period of time, but not to exceed 120 days, following the closing of the sale or transfer of the TIES Building Assets, or full satisfaction of all debt due on the TIES Building pursuant to the financing documents described under Article IV, Section 1, whichever occurs earliest: (1) the Limited Members shall automatically without notice to the Governing Members withdraw and cease to be members of Sourcewell Technology in any capacity, (2) the Limited Members Board and Limited Members Building Committee shall be deemed immediately disbanded, and (3) the Limited Members shall cease to be Parties to this Agreement and shall have no further rights thereunder.

ARTICLE V

GENERAL PROVISIONS

Section 1. Entire Agreement. Except as otherwise expressly provided herein, this Agreement amends, restates, restructures, reconstitutes and supersedes any prior governance documents of TIES, including without limitation all prior joint powers memoranda, bylaws, and membership agreements among the Parties.

Section 2. Amendment. This Agreement may be amended, restated, or modified in writing duly adopted by the Governing Members; provided that any amendments to Article IV must also be approved by the Limited Members.

Section 3. Assignment. Governing Members may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the other Governing Member and approval by the governing bodies of the Governing Members.

Section 4. Audits. Sourcewell Technology's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the state auditor or legislative auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Section 5. Signature Locations. The signature locations for TIES, Sourcewell and Metro ECSU follow, subject to approval and ratification by their governing bodies. The signature location for each Member District is found on the separate signature page for each Member District in the form of the template attached to this Agreement, which will serve as each such Member District's signature of this Agreement and the Reorganization Agreement, subject to approval and ratification by each such Member District's governing board.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**JOINT POWERS AGREEMENT
OF SOURCEWELL TECHNOLOGY
(F/K/A TIES)**

(Amendment, Restatement, Restructure and Reconstitution)

THIS AMENDED, RESTATED, RESTRUCTURED, AND RECONSTITUTED JOINT POWERS AGREEMENT (this "Agreement") is entered into between Sourcewell ("Sourcewell") and Metropolitan Educational Cooperative Service Unit ("Metro ECSU"), both of which are public agencies and public corporations established by Minnesota Statutes § 123A.21; and the member school districts ("Member Districts") of TIES which are identified in the attached Exhibit A (each a "Party" and collectively, the "Parties") and is effective as of the Effective Date (as defined in the TIES Reorganization Agreement).

WITNESSETH:-

WHEREAS, Technology and Information Educational Services ("TIES") is a joint powers entity formed under Minnesota Statutes § 471.59 which is governed by a Joint Powers Agreement dated November 5, 1965 (the "Original Joint Powers Agreement"); and

WHEREAS, Sourcewell, TIES, and the Member Districts entered into a TIES Reorganization Agreement ("the Reorganization Agreement") on or about July 27, 2018 describing the reorganization of TIES (the "Reorganization"); and

WHEREAS, in furtherance of the Reorganization, the Parties wish to set forth their agreement with respect to the governance, authority, and other terms pursuant to which TIES will be governed by creating this amended and restated joint powers agreement of TIES which, in relevant part, restructures TIES' membership into two classes of members, vests governance and control of TIES in Sourcewell and Metro ECSU, provides for Member Districts to oversee the maintenance, management and disposition of the TIES Building Assets, provides for capital contributions and financial support, and otherwise governs the authority, structure, and governance of TIES; and

WHEREAS, effective as of the Effective Date and pursuant to the adoption of this Agreement, Sourcewell and Metro ECSU shall be admitted as the sole Governing Members of TIES and all Member Districts shall be reclassified as Limited Members of TIES, as defined herein.

NOW, THEREFORE pursuant to Minnesota Statutes § 471.59 and in consideration of the mutual promises, covenants and agreement herein contained, the Parties hereby agree as follows:

ARTICLE I

RESTRUCTURED AND RECONSTITUTED JOINT POWERS ENTITY

Section 1. Name. As of the effective date of this Agreement, and subject to terms and conditions herein contained, the joint powers entity previously known as TIES shall continue in the name "Sourcewell Technology."

Section 2. Statement of Purpose. This Agreement is made for the purpose of ensuring Sourcewell Technology's continuity and development of informational and technological products, services, programs, solutions, and support, with a primary emphasis on serving the K-12 sector.

Section 3. Powers, Manner Exercised. Sourcewell Technology shall have all powers and authority provided by law including, but not limited to the following:

- a. To sue and be sued in its name;
- b. To adopt bylaws and enter an agreement for management with a member service cooperative, as long as such bylaws and agreements are consistent with the terms of this Agreement;
- c. To approve, enter and execute contracts;
- d. To employ personnel to carry out functions and operations consistent with its purpose;
- e. To adopt operational and administrative policies and procedures;
- f. To set an annual budget based on financial contributions, revenue generated and financial support received;
- g. To approve lawful expenditures;
- h. Determine service offerings and set pricing for the same;
- i. Obtain and enforce intellectual property rights protections (e.g. copyright, trademark) to the extent allowed by law;
- j. To accept other monies from public and private sources, including grants or donations, in accordance with law;
- k. To acquire by purchase, gift, devise, lease or otherwise, any and all personal or real property necessary to achieve the purpose of the Agreement.
- l. To obtain insurance on the private market, through a local government pooled risk entity or both;
- m. To establish any administrative or advisory committee, subcommittee, task force or working group necessary to achieve the purpose of this Agreement.

Care and control of Sourcewell Technology is vested in a Joint Board of Directors as provided in Article I, Section 4. All actions of the Board shall be by majority vote of Board of Directors, except for any addition of a Governing Member which requires a unanimous vote of the Joint Board and approval by the governing bodies of Sourcewell and Metro ECSU. In exercising the foregoing powers, the Board of Directors does not have authority to bind Sourcewell or Metro ECSU to financial obligations in amounts that exceed in total the amount of such member's Contributions and Voluntary Allocations to Sourcewell Technology unless such obligations are expressly approved by the governing body of Sourcewell or Metro ECSU, respectively.

Section 4. Governance, Officers and Management. A Joint Board of Directors (“Joint Board”) is hereby established to exercise all powers enumerated in Article I, Section 3. The Joint Board shall consist of eleven directors, including ten voting directors who must also be duly elected officials, and one ex officio, non-voting director as follows:

- a. Eight (8) voting members who are individuals concurrently serving as members of the Sourcewell Board of Directors; however, to the extent that the Sourcewell Board of Directors has fewer than eight (8) members, the Sourcewell Board of Directors may appoint non-directors to such positions on the Joint Board;
- b. Two (2) voting members appointed by Metro ECSU; and
- c. The Executive Director of Metro ECSU, as an ex officio non-voting director.

Officers of Sourcewell Technology may be established and appointed as provided for in the bylaws. Management of Sourcewell Technology shall be as provided for in the bylaws and any management agreement(s).

ARTICLE II

MEMBERSHIP

Section 1. Governing Members. Sourcewell and Metro ECSU are governing members of Sourcewell Technology (the “Governing Members”) and shall have the rights and authority described in this Agreement.

Section 2. Limited Members. The Member Districts are limited members of Sourcewell Technology (the “Limited Members”) and shall have only the rights and authority described in Article IV of this Agreement.

ARTICLE III

GOVERNING MEMBERS

Section 1. Financial Contributions. Sourcewell is solely responsible for making all financial contributions necessary for the operation of Sourcewell Technology (“Contributions”). Metro ECSU shall have no financial obligation or responsibilities related to the operation of Sourcewell Technology.

Section 2. Defense and Indemnification. Sourcewell shall defend, indemnify and hold harmless Metro ECSU, its current and former members of its governing body, administrators, employees, volunteers or agents, individually and collectively, from all liability, loss, damage, claims, causes of action, and expenses (including attorneys’ fees), which arise out of in any way or are related to the activities, operation or decisions of Sourcewell Technology, including, but not limited to, intentional, willful or negligent acts or omissions of Sourcewell, Sourcewell Technology or their employees, agents, volunteers, subcontractors or anyone employed directly or indirectly by Sourcewell or Sourcewell Technology; but excluding intentional, willful or grossly negligent acts or omissions of Metro ECSU, its current and former members of its governing body, administrators, employees, volunteers or agents. Further, Sourcewell represents and warrants that to the best of its knowledge, there are not any claims, charges, lawsuits or actions of any kind against TIES that have not been fully resolved as of the Effective Date of this Agreement.

It is the intent of the Parties that Sourcewell Technology is a “single governmental unit” within the meaning of Minnesota Statutes §471.59, subd. 1(a) and (b), and nothing in this Agreement shall constitute a waiver of the statutory limits on liability, as set forth in Minnesota Statutes §466.04, or a waiver of any available immunities or defenses.

Section 3. Liability. Sourcewell Technology shall be considered a single governmental unit and its liability is limited as provided by Minnesota Statutes, § 471.59, subdivision 1(a) and Minnesota Statutes, § 466.04. Subject to Sourcewell’s duty to defend and indemnify Metro ECSU as provided in the preceding Section 2 of this Article, neither Sourcewell nor Metro ECSU agree, or shall be deemed, to be liable for each other’s independent acts or omissions outside the scope of the authority and responsibilities described in this Agreement. Sourcewell and Metro ECSU agree to hold each other harmless for the independent acts of each of their own current and former governing body members, officers, employees, volunteers or agents. For purposes of determining total liability, if any, the parties intend that Sourcewell Technology is a single governmental unit within the meaning of Minnesota Statutes, § 471.59, subdivision 1a (b). If extended insurance coverage is obtained, such procurement constitutes a waiver of governmental liability limits only as provided by Minnesota Statutes, § 471.59, subdivision 1a (c).

Section 4. Insurance. Sourcewell Technology (f/k/a TIES) shall maintain insurance coverage to cover potential claims arising out of the operations of Sourcewell Technology with coverage minimums equal to or greater than the TIES policies in place on July 1, 2018 for at least the following types of insurance: general liability, professional liability, property, employee dishonesty, automobile, network security and privacy, and workers’ compensation. Sourcewell shall also maintain insurance coverage of the same type and minimum coverages as Sourcewell Technology to meet its defense and indemnification obligations to Metro ECSU as set forth in Article III, Section 2 of this Agreement. Insurance maintained by Sourcewell Technology shall be primary to and non-contributory with Sourcewell and Metro ECSU insurance; next, insurance maintained by Sourcewell shall be primary to and non-contributory with Metro ECSU’s insurance. Sourcewell Technology’s insurance must name Sourcewell and Metro ECSU as additional insureds and must provide a certificate of insurance with evidence of such status. Sourcewell’s insurance must name Metro ECSU as an additional insured and must provide a certificate of insurance with evidence of such status.

Section 5. Termination and Dissolution. This Agreement shall be terminated and Sourcewell Technologies dissolved by majority vote of the Joint Board.

Section 6. Distribution of Assets and Liabilities Upon Dissolution. Pursuant to Minnesota Statutes, § 471.59, subd. 5, upon termination and dissolution of Sourcewell Technology, all property, assets, surplus funds or liabilities of Sourcewell Technology shall be distributed between the Governing Members in proportion to their Contributions made, if any, as described in Article II I, Section 1. For purposes of clarity, the Limited Member Districts shall not receive any distribution of property, assets, surplus funds, or liabilities of Sourcewell Technology upon termination and dissolution of Sourcewell Technology, other than Member Districts’ rights to the TIES Building Assets as set forth in Sections 1.5.5 and 1.5.6 of the Reorganization Agreement.

Section 7. Withdrawal. Either Governing Member may withdraw from this Agreement by action of its governing body, provided that withdrawal shall be effective one hundred and eighty (180) calendar days from receipt of written notice of withdrawal, unless withdrawal is due to a

material breach of this Agreement by the non-withdrawing Governing Member, in which case the withdrawal shall be effective thirty (30) days from receipt of written notice. Upon withdrawal, Metro ECSU shall have no financial obligations or responsibilities to Sourcewell or Sourcewell Technology.

ARTICLE IV

LIMITED MEMBERS; LIMITED MEMBERS BOARD AND BUILDING COMMITTEE

Section 1. Limited Members' Oversight of TIES Building Assets; Approval Rights. Sourcewell Technology is the record owner (under its prior legal name, TIES) of certain land, buildings, and other improvements located at 1667 Snelling Avenue North, Saint Paul, Minnesota 55108, and legally described on Exhibit E of the Reorganization Agreement (the "TIES Building"). The TIES Building, together with certain fixtures and furniture located therein or thereon as described in Exhibit E of the Reorganization Agreement shall collectively be referred to as the "TIES Building Assets." Except as otherwise set forth in this Article IV, Section 1, the authority of the Limited Members with respect to Sourcewell Technology shall extend only to the oversight of the maintenance, operation, management, and sale and/or disposition of the TIES Building Assets. Subject to any Approval Rights (as hereinafter defined) and subject to the Member Districts' obligations under the Reorganization Agreement with respect to payment of the TIES Building Operating Costs and Extraordinary Expenses, the Limited Members delegate all of their authority under this Section 1 to the Building Committee (as defined in Section 2 below). The Limited Members Board and the Joint Board shall have reasonable approval rights with respect to the following actions by the Building Committee (collectively, the "Approval Rights"), which actions shall not be effective until such approval has been received: (i) the sale or disposition of the TIES Building Assets (including the disposition of any sale, insurance or condemnation proceeds), and (ii) any additional financing or refinancing secured by the TIES Building or any of the TIES Building Assets (each of the foregoing, an "Approval Event"). The Limited Members Board and Joint Board shall not unreasonably withhold their approval of any recommendation from the Building Committee with respect to an Approval Event provided that the terms of such Approval Event are commercially reasonable.

Section 2. Limited Members Board; Building Committee. There shall be a Limited Members Board with the authority expressly provided by this Agreement. Each Limited Member shall be entitled to select two representatives to serve on the Limited Members Board, whom may be the chairperson of the Limited Member's school board and its superintendent of schools serving *ex officio*, or any other two representatives appointed by the school board of the Limited Member. For clarity, it is intended that the composition of the Limited Members Board be substantially the same as the composition of the joint board described in the Original Joint Powers Agreement. In addition, there shall be a Building Committee composed of the nine (9) representatives serving on the TIES Executive Committee as of the Effective Date. Thereafter, the Building Committee shall consist, insofar as is possible, of nine (9) representatives which include an approximately equal number of superintendents of Limited Member districts and representatives who are not superintendents, not more than one of whom shall be from the same Limited Member district. The Limited Members Board and Building Committee shall exist for the sole and limited purpose of representing the Limited Members in their oversight of the TIES Building Assets as described in Article IV, Section 1, including without limitation, negotiating and considering offers and

counteroffers, executing necessary documents and all actions necessary and sufficient to effect a sale of the TIES Building (subject to reasonable Approval Rights of the Limited Members Board and Joint Board described in Article IV, Section 1), and otherwise consistent with the terms of this Agreement, to retire the debt owed with respect to the TIES Building. Until such time as the TIES Building is sold (or the debt retired), the Building Committee shall have the authority to retain the facility management services of Sourcewell Technology staff as required to oversee the TIES Building, as described under Article IV, Section 1. As consideration for such services, TIES and the Governing Members shall be permitted to occupy the TIES Building free of any rent or any other similar payment or fee until the TIES Building is sold, subject to maximum reasonable notice under the circumstances.

Section 3. Withdrawal of Limited Members. Within a reasonable period of time, but not to exceed 120 days, following the closing of the sale or transfer of the TIES Building Assets, or full satisfaction of all debt due on the TIES Building pursuant to the financing documents described under Article IV, Section 1, whichever occurs earliest: (1) the Limited Members shall automatically without notice to the Governing Members withdraw and cease to be members of Sourcewell Technology in any capacity, (2) the Limited Members Board and Limited Members Building Committee shall be deemed immediately disbanded, and (3) the Limited Members shall cease to be Parties to this Agreement and shall have no further rights thereunder.

ARTICLE V

GENERAL PROVISIONS

Section 1. Entire Agreement. Except as otherwise expressly provided herein, this Agreement amends, restates, restructures, reconstitutes and supersedes any prior governance documents of TIES, including without limitation all prior joint powers memoranda, bylaws, and membership agreements among the Parties.

Section 2. Amendment. This Agreement may be amended, restated, or modified in writing duly adopted by the Governing Members; provided that any amendments to Article IV must also be approved by the Limited Members.

Section 3. Assignment. Governing Members may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the other Governing Member and approval by the governing bodies of the Governing Members.

Section 4. Audits. Sourcewell Technology's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the state auditor or legislative auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Section 5. Signature Locations. The signature locations for TIES, Sourcewell and Metro ECSU follow, subject to approval and ratification by their governing bodies. The signature location for each Member District is found on the separate signature page for each Member District in the form of the template attached to this Agreement, which will serve as each such Member District's signature of this Agreement and the Reorganization Agreement, subject to approval and ratification by each such Member District's governing board.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Exhibit A

List of Member Districts

Anoka-Hennepin Schools, #11	Minnetonka Public Schools, #276
Big Lake Schools, #727	Monticello Public School District, #882
Brooklyn Center Community Schools, #286	Mounds View Public Schools, #621
BHM Schools (Buffalo Hanover Montrose), #877	New Prague Area Schools, #721
Burnsville-Eagan-Savage School District, #191	North Branch Area Public Schools, #138
Centennial School District, #12	Orono Schools, #278
Chisago Lakes School District, #2144	Osseo Area Schools, #279
East Central Schools, #2580	Pine City Public Schools, #578
Eden Prairie Schools, #272	Randolph Public Schools, #195
Edina Public Schools, #273	Red Wing Public Schools, #256
Forest Lake Area Schools, #831	Richfield Public Schools, #280
Fridley Public Schools, #14	Rosemount-Apple Valley-Eagan Pubic Schools, #196
Hastings Public Schools, #200	Rush City Schools, #139
Hinckley-Finlayson Schools, #2165	Shakopee Public Schools, #720
Hopkins Public Schools, #270	South St. Paul Public Schools, #6
Howard Lake-Waverly-Winsted Public Schools, #2687	St. Anthony-New Brighton, #282
Intermediate District #287	St. Cloud Area School, #742
Intermediate District #917	St. Francis Area Schools, #15
Inver Grove Heights Schools, #199	St. Louis Park Public Schools, #283
Jordan Public Schools, #717	St. Michael-Albertville Schools, #885
Lakeville Area Public Schools, #194	Stillwater Area Public Schools, #834
Mahtomedi Public Schools, #832	West St. Paul-Mendota Heights-Eagan, #197
	Westonka Public Schools, #277

ADDENDUM TO TIES REORGANIZATION AGREEMENT

THIS ADDENDUM TO TIES REORGANIZATION AGREEMENT (the “Addendum”) is entered into as of July 27, 2018 by and among Sourcewell, formerly known as National Joint Powers Alliance (“Sourcewell”) which is a public agency and public corporation established by Minnesota Statutes § 123A.21; Technology and Information Educational Services (“TIES”) which is a joint powers entity formed under Minnesota Statutes § 471.59; and the member school districts (the “Member Districts”) of TIES which are identified in Exhibit A to the Reorganization Agreement (each a “Party” and collectively, the “Parties”), and shall be effective as of the Effective Date.

WHEREAS, the Parties have entered into a TIES Reorganization Agreement of even date herewith (the “Reorganization Agreement”) governing the reorganization of TIES’ membership and governance; and

WHEREAS, the Parties desire to supplement and amend the Reorganization Agreement in the manner described herein.

NOW, THEREFORE in consideration of the mutual promises, covenants and agreement herein contained, the Parties hereby agree as follows:

1. Section 1.5.3 of the Reorganization Agreement is hereby deleted in its entirety and replaced with the following:

1.5.3 After the Effective Date, TIES (Sourcewell Technology) will invoice Member Districts a per student fee amount multiplied by student enrollment numbers reported by Member Districts to the Minnesota Department of Education as of October 1, 2017 (the “Initial Building Maintenance Fee,” hereinafter, together with any future invoices to the Member Districts (with the fee amount determined in the same manner based on the most recently available reported student enrollment numbers as of the date of such assessment, collectively, the “Building Maintenance Fee(s)”). The Initial Building Maintenance Fee is anticipated and intended to cover the TIES Building Operating Costs for a period of approximately 12 to 18 months following the Effective Date. The Initial Building Maintenance Fee is an estimate-only and the Member Districts’ liability for the TIES Building Operating Costs shall be based upon the actual TIES Building Operating Costs for such period which are determined by the Building Committee at the time the expense is incurred to be reasonable and necessary, and any additional period, and shall include any Extraordinary Expenses, until the sale of the TIES Building Assets. TIES (Sourcewell Technology) will use reasonable efforts to provide prior notice to the Member Districts of any anticipated additional Building Maintenance Fees or Extraordinary Expenses as soon as and to the extent practical to assist the Member Districts in their budgeting process, provided that such notice period shall not be required to exceed sixty (60) days; and provided, however, that nothing herein shall diminish or reduce the Member Districts’ liability for such Building Maintenance Fees or Extraordinary Expenses.

2. The amount of the Initial Building Maintenance Fee described in Section 1.5.3 of the Reorganization Agreement is \$3.00 per student.

3. Section 1.5.6 of the Reorganization Agreement is hereby deleted in its entirety and replaced with the following:

1.5.6 Upon sale of the TIES Building Assets, the Member Districts shall receive a pro rata share of the Net Proceeds (as hereinafter defined) according to per resident pupil units commensurate with the method by which their pro rata payment amounts under US Bank Financing documents as described in Section 1.5.2 have been calculated. "Net Proceeds" means the net sale proceeds after deduction for payoff of any debt, offset for any outstanding unpaid Building Maintenance Fees and Extraordinary Expenses (allocated only to the extent unpaid by a Member District), and payment of any and all costs associated with the sale of the TIES Building Assets, including without limitation, commissions and brokerage fees, title and survey costs, deed tax, closing fees and any other customary fees paid by a seller in connection with a commercial real estate transaction).

4. The following additional Section 1.5.7 is hereby added to the Reorganization Agreement:

1.5.7 In the event that the debt on the TIES Building is fully satisfied pursuant to the Lease-Purchase Financing prior to the sale or transfer of the TIES Building Assets, the Parties will cooperate in good faith to arrange for the potential transfer of the TIES Building Assets to a joint powers entity controlled by the Member Districts or to take any other actions as the Parties may agree to provide for the ongoing maintenance, operation, and management of the TIES Building Assets. For the avoidance of doubt, satisfaction of the debt on the TIES Building shall not affect or reduce Member Districts' right to receive a pro rata share of the Net Proceeds upon the sale of the TIES Building Assets pursuant to Section 1.5.6 of the Reorganization Agreement.

5. The following additional term is hereby added to the Reorganization Agreement:

Privacy and Security of Member District Data. After the Effective Date, TIES (Sourcewell Technology) shall maintain the privacy and security of Member Districts' educational and student data stored or hosted by TIES (Sourcewell Technology) in connection with the provision of products and services as described in Section 1.8, in accordance with TIES' (Sourcewell Technology) data privacy and security policies as well as the terms of the applicable Master Service Agreement and all other agreements related to the provision of such services by TIES (Sourcewell Technology) to each Member District.

6. Capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Reorganization Agreement.

7. The provisions of the Reorganization Agreement that are not expressly modified by this Addendum shall remain in full force and effect pursuant to their terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum by their duly authorized representatives, as of the date first above written.

MEMBER DISTRICTS

The Member Districts identified on Exhibit A to the TIES Reorganization Agreement have each received this Addendum to the TIES Reorganization Agreement and attached it to such agreement. Execution of the joint signature page to the Reorganization Agreement and the Amended Joint Powers Agreement of Sourcewell Technology (f/k/a TIES), together with approval and ratification by each Member District's governing board, shall constitute evidence of each Member District's intent to be bound by the provisions in this Addendum.



August 27, 2018

To: School Board Members
From: Dr. Josh Swanson
Re: Approval of Naming of the Online School for MDE

After input and discussion by the online learning team, personalized learning department, and our communications department, I recommend the School Board approve the name of *Eden Prairie Online* as the name of our online school for official MDE record.

This name easily identifies this learning opportunity with our school district and community. The name can cross all other Eden Prairie Schools K-12 and provides good flexibility in the future. As a supplementary provider we need a name on file, so credits are transferable to other schools. The school will not be diploma granting, as a supplemental provider, and will be used administratively.



A School Board-level committee is created by a majority vote of the School Board to assist in the completion of School Board business. Charter per Board Policy GP 4.8: This committee will ensure ongoing Board development and oversee self-monitoring of the Board’s performance related to Governance Process and Board Management Delegation policies.

**Eden Prairie School Board
 Board Development Committee Meeting Minutes
 August 27, 2018 , Attending: Holly Link, Lauren Crandall Absent: Greg Lehman**

1. 7:30 AM Approve meeting agenda
2. 7:30-8:15 Board assigned committee work: Specific tasks assigned by the Board, and actions by the committee to complete those tasks
 - a. Review reformatted Policy and Procedures
 - b. Edit as necessary
3. Review example of school board longitudinal socialization© plan
4. 8:15 AM Adjourn; Next scheduled BDC meeting on 9/14/18 is cancelled due to schedule conflict, next BDC meeting changed to 09/21/18.

Annual Board Development Plan 2017-2018, tentative 2018-2019

<p>Quarter 1, 2018 Jan-Mar Onboard new members</p>
<p>Quarter 2, 2018 Apr-June Develop Longitudinal Board Socialization (LBS) Plan</p>
<p>Quarter 3, July-Sept July: School board candidate information session July and Aug: Refine draft LBS Plan, update Processes and Procedures Sept: First reading of draft LBS; edit as necessary</p>
<p>Quarter 4, Oct-Dec Oct: First reading of draft LBS; edit as necessary Oct: Board effectiveness survey (Completed by each member regarding whole Board and self) Oct: Review process of Superintendent Goal Review in prep for Nov 19th Business Meeting</p>

Nov: Review board effectiveness survey results; board goal setting for 2018-2019, assignments to appropriate committees

Nov: Second reading of draft LBS

Quarter 1, 2019 Jan-Mar

Jan: Consultant: Advanced Policy Governance workshop

Mar: National School Board Association National Convention in PA 3/31-4/1, participants TBD

Quarter 2, 2019 Apr-June

Apr: Review NSBA national convention proceedings, takeaways

May: Review progress on 2018-2019 Board goals as approved in December 2018



Eden Prairie School Board

Community Linkage Committee Agenda/Meeting Minutes - **July 27, 2018**

Attending: Holly Link, Terri Swartout, Jaclyn Swords Absent: Dave Espe

A School Board-level committee is created by a majority vote of the School Board to assist in the completion of School Board business. The only School Board committees are those that are set forth in this policy. Charter per Board Policy GP 4.8: This committee will facilitate multiple methods of School Board communication with owners that provide input and inform the School Board of ownership values as they relate to School Board policies, as well as provide valuable information to owners.

1. 10:30 AM Approved meeting agenda
2. 10:30-11:30 AM Board assigned committee work: Proposed Fall, 2018 Community Linkage meeting planning

(Specific tasks assigned by the Board, and actions by the committee to complete those tasks)

- a. Confirm date for Community Linkage meeting: 10/1/18, 7-8:30 PM, CMS
- b. Discuss guest list, invitation for meeting
 - i. Who: Invite, evite, print media
 1. District committee chairs
 2. PTO chairs, by extension to each PTO member
 3. FEPS chair
 4. General public via Connecting Points newsletter, District Posts, Papers, Peachjar, school newsletters, feature story website, social media
 5. Commerce Representatives – TBD
 - ii. When: 10/2 Event at CMS, benchmarks are...
 1. 8/27 Send invites, evites
 2. 9/10 Send invite, evite reminder; re-request RSVP by 9/21
 3. 9/21 RSVP date cut off
 4. 9/24 Send follow up to RSVP, further instructions, pre-meeting info (Ends policies, meeting agenda)
 - iii. How: (Written, verbal, website)

“You are invited to be part of a Community Conversation about the most recent 2018 Designing Pathways survey responses. The Eden Prairie School Board is gathering information to more mindfully make decisions about next steps for our district. These decisions include grade configuration, facility use and possible building redesigns. Our conversation will take place on October 2, 2018 from 7:00-8:30 PM at Central Middle School (room to be determined). To help us plan for the meeting, please respond yes or no to this invitation by September 21, 2018. Participants will receive further information one week prior to the event.”

- iv. Review proposed format of meeting: In person World Cafe (with outside facilitator?) *Consider also using Facebook Live through District Facebook page with designated manager to respond to questions.*
 - 1. (5 minutes) Intro to board model and ends policies:
 - a. Our ends policies are based on our community values and state ... (Holly to present)
 - 2. (10 minutes) Intro to Designing Pathways results
 - a. A recent survey of parents and the community regarding Designing Pathways finds... (Josh to decide presenter)
 - 3. (5 minutes) Intro to World Cafe process (Facilitator)
 - 4. (1 hour) World Cafe process (45 minutes) and wrap up (15 min)
 - a. Question 1 (20 minutes)
 “In your opinion, how closely, if at all, does the Designing Pathways plan align with our district’s Ends Policies”
 - b. 5-minute break to change tables
 - c. Question 2 (20 minutes)
 “As a taxpayer in the district, how willing are you to fund Designing Pathways as proposed; why or why not?”
 - v. Holly to research availability, cost of World Cafe facility; prepare the proposal
 - vi. Holly to request agenda additions
 - 1. 9/10 workshop, 10 minute Facebook Live demo
 - 2. 9/24 business meeting, 5 minute 10/2 presentation and approval of 10/2 meeting agenda
3. 8:30 AM Adjourned;
 Next scheduled CLC meetings Friday, Aug 17, 2018, @8:30 AM, South Huddle Room, ASC

Annual Community Linkage Plan 2017-2018, tentative 2018-2019

Quarter 1, 2018 Jan-Mar
Quarter 2, 2018 Apr-June
Quarter 3, July-Sept
Quarter 4, Oct-Dec: Community Linkage Meeting 10/2/18, 7-8:30 AM, CMS with follow up presentation to Board late October
Quarter 1, 2019 Jan-Mar
Quarter 2, 2019 Apr-June



Inspiring Each Student Every Day

**Eden Prairie School Board
Community Linkage Committee Agenda/Meeting Minutes - Update
Friday, August 17, 2018**

Charter per Board Policy GP 4.8: This committee will facilitate multiple methods of School Board communication with owners that provide input and inform the School Board of ownership values as they relate to School Board policies, as well as provide valuable information to owners.

August 17, 2018

Attendees: Terri, Holly, Dave, Jaclyn

Absent: None

1. 7:15 AM Approved meeting agenda
2. 7:20 AM Made corrections to 7/27/18 meeting notes, Dave to send corrected minutes to Brenda for Board Packet
3. 7:20-8:15 AM Board assigned committee work: Proposed Fall, 2018 Community Linkage meeting planning
(Specific tasks assigned by the Board, and actions by the committee to complete those tasks)
 - a. Confirmed date for Community Linkage meeting: 10/2/18, 7-8:30 PM, CMS
 - b. Discussed guest list, invitation for meeting
 - i. Who: Invite, evite, print media
 1. District committee chairs, by extension to each member with RSVP
 2. PTO chairs, by extension to each PTO member with RSVP
 3. FEPS chair, by extension to each member with RSVP
 4. General public via Connecting Points newsletter, District Posts, Papers, Peachjar, school newsletters, feature story website, social media, request RSVP
 5. Commerce representatives' TBD
 - ii. When: 10/2 Event at CMS, benchmarks are...
 1. 8/27 Send invites, evites
 2. 9/10 Send invite, evite reminder; re-request RSVP by 9/21
 3. 9/21 RSVP date cut off
 4. 9/24 Send follow up to RSVP, further instructions, pre-meeting info (Ends policies, meeting agenda)
 - iii. How: (Written, verbal, website)
"You are invited to be part of a Community Conversation about the most recent 2018 Designing Pathways survey responses. The Eden Prairie School Board is gathering information to more mindfully make decisions about next steps for our district. These decisions include grade configuration (*such as moving 6th grade to Central Middle and placing 4-year-old preschool in the elementary schools*) and possible *Central Middle School and other elementary school building redesigns*. Our

conversation will take place on October 2, 2018 from 7:00-8:30 PM at Central Middle School (room to be determined). To help us plan for the meeting, please respond yes or no to this invitation by September 21, 2018. Participants will receive further information one week prior to the event.

To register for this event, go to www.edenpr.org/schoolboard

Jaclyn to place invite on School Board Welcome page

- iv. Reviewed proposed format of meeting: In person World Cafe (with outside facilitator?)
 - 1. (5 minutes) Intro to board model and ends policies:
 - a. Our ends policies are based on our community values and state ... (Holly to present)
 - 2. (10 minutes) Intro to Designing Pathways results
 - . A recent survey of parents and the community regarding Designing Pathways finds... (Josh to decide presenter)
 - 3. (5 minutes) Intro to World Cafe process (Facilitator)
 - 4. (1 hour) World Cafe process (45 minutes) and wrap up (15 min)
 - . Question 1 (20 minutes)
 "In your opinion, in what ways, if at all, does the Designing Pathways plan align with our district's Ends Policies" *(This question may be more specific once the board sees the results of the survey).*
 - b. 5-minute break to change tables
 - c. Question 2 (20 minutes)
 "As a taxpayer in the district, how willing are you to fund Designing Pathways as proposed; why or why not?" *(This question may be more specific once the board sees the results of the survey).*
 - v. Holly to research availability, cost of World Cafe facility; prepare the proposal to present to the Board
 - vi. Kelly presented on using Facebook live, Web Ex or recording live session intro and placing on Board Website with ability to respond [with identification (name and relationship)] and cutoff date. Recording session was deemed most feasible.
 - 1. Jaclyn to place recording on web page
 - vii. Dave to request Board business meeting agenda additions
 - 1. 8/27 business meeting – review and approve 10/2 Community meeting agenda, process (including 2 questions), posting video
 - 2. 9/24 business meeting – review final agenda for 10/2 Community meeting
4. 8:30 AM Adjourned;
 Next scheduled CLC Meeting, Thursday, September 13, 2018, @10:00 AM, Jaclyn Swords Office, ASC

Annual Community Linkage Plan tentative 2018-2019

Quarter 1, 2018 July-Sept: Community Linkage Meeting 10/2/18, 7-8:30 PM, CMS with follow up presentation to Board late October
Quarter 2, 2018 Oct-Dec:
Quarter 3, 2019 Jan-Mar
Quarter 4, 2019 Apr-June

Eden Prairie School Board
2018-2019 WORK PLAN CHANGES
WORK PLAN CHANGES - August 27, 2018

Date of Meeting/Workshop	Changes Requested
<i>Monday, August 27, 2018</i>	
<i>Monday, September 10, 2018 – Workshop</i>	
<i>Monday, September 24, 2018</i>	
<i>Monday, October 8, 2018 – Workshop</i>	
<i>Monday, October 27, 2018</i>	
<i>Monday, November 5, 2018 – Workshop</i>	
<i>Monday, November 14, 2018</i>	
<i>Monday, November 19, 2018</i>	
<i>Monday, December 10, 2018</i>	

Placeholder – General Board Work
<ul style="list-style-type: none"> • Workshop Regarding: Post-Secondary Options
Placeholder – Policy Review
<ul style="list-style-type: none"> • Review “Processes & Procedures” (BDC to review and recommend timing)

**EDEN PRAIRIE SCHOOL BOARD
2018-2019 ANNUAL WORK PLAN**

Board Meetings
Board Workshops
Other Meetings

AUGUST 27, 2018

Board Meeting or Board Workshop Type, Date and Time	Board Work				Supt Consent Agenda Items (Human Resources & Business Services Reports)	Board Education & Required Reporting	Workshop Topic(s)
	Policy Monitoring Ends, EL, BMD & GP Monitoring	Decision Preparation	Required Board Action	Board Action on Committee Reports & Minutes			
<p>*****2018*****</p> <p>Board Meeting Mon, July 23, 2018 8:00 AM</p>			<ul style="list-style-type: none"> Resolution: "Call the General Election" Schedule Candidate Information Sessions 		<ul style="list-style-type: none"> Monthly Reports Student Handbooks: <ul style="list-style-type: none"> - High School - Middle School - Elementary Schools (Summary Detail Included) 		
School Board Candidate Information Session Thurs, Aug 9, 2018 6:30 p.m.							
Board Meeting Mon, Aug 27, 2018 6:00 PM	<ul style="list-style-type: none"> EL 2.1 Emergency Supt. Succession EL 2.2 Treatment of Students EL 2.7 Asset Protection 	<ul style="list-style-type: none"> <i>Designing Pathways Information</i> 	<ul style="list-style-type: none"> Record of Board Self-Evaluation 		<ul style="list-style-type: none"> Monthly Reports 		
Post Meeting Board Workshop Mon, Aug 27, 2018							<ul style="list-style-type: none"> School Board Mtg. Self-Assessment
Board Workshop Mon, Sept 10, 2018 6:00 PM							<ul style="list-style-type: none"> Admin Proposals for FY 2018-19 Workshops <i>Discussion: School Board Attendance at Community Events</i> NEW Policy Development Discussion (Ends & EL Policies)

150

**EDEN PRAIRIE SCHOOL BOARD
2018-2019 ANNUAL WORK PLAN**

Board Meetings
Board Workshops
Other Meetings

AUGUST 27, 2018

Board Meeting or Board Workshop Type, Date and Time	Board Work				Supt Consent Agenda Items (Human Resources & Business Services Reports)	Board Education & Required Reporting	Workshop Topic(s)
	Policy Monitoring Ends, EL, BMD & GP Monitoring	Decision Preparation	Required Board Action	Board Action on Committee Reports & Minutes			
							<ul style="list-style-type: none"> ●Policy Monitoring: All BMD Policies ●Policy Monitoring: GP's: 4.4, 4.5, 4.6, 4.7, 4.8, & 4.10 ●Confirm agenda for next Board Workshop
Board Meeting Mon, Sept 24, 2018 6:00 PM	<ul style="list-style-type: none"> ●EL 2.3 Treatment of Parents ●EL 2.6 Financial Management & Operations <hr/> <ul style="list-style-type: none"> ●All BMD Policies ●BMD 3.0 Single Point of Connection ●BMD 3.1 Unity of Control ●BMD 3.2 Delegation to the Superintendent ●BMD 3.3 Superintendent Accountability & Performance <hr/> <ul style="list-style-type: none"> ●GP 4.4 Officer Roles ●GP 4.5 School Board Members Code of Conduct ●GP 4.6 Process for Addressing School Board Member Violations ●GP 4.7 School Board Committee Principles ●GP 4.8 School Board Committee Structure 		<ul style="list-style-type: none"> ●Approval of Preliminary FY 2019-20 Levy -Tax Levy Comparison - Tax Levy Presentation Pay 19 ● Resolution Authorizing the Sale of Refunding Bonds ●Resolution: Appointment of Election Judges <hr/> <ul style="list-style-type: none"> ●Record of Board Self-Evaluation 		<ul style="list-style-type: none"> ●Monthly Reports 	<u>Superintendent Incidentals:</u> <ul style="list-style-type: none"> ● FY 2017-18 Year-end Preliminary Financial Report ●FY 2018-19 Preliminary Enrollment Report 	

151

**EDEN PRAIRIE SCHOOL BOARD
2018-2019 ANNUAL WORK PLAN**

Board Meetings
Board Workshops
Other Meetings

AUGUST 27, 2018

Board Meeting or Board Workshop Type, Date and Time	Board Work				Supt Consent Agenda Items (Human Resources & Business Services Reports)	Board Education & Required Reporting	Workshop Topic(s)
	Policy Monitoring Ends, EL, BMD & GP Monitoring	Decision Preparation	Required Board Action	Board Action on Committee Reports & Minutes			
	<ul style="list-style-type: none"> GP 4.10 Operation of the School Board Governing Rules 						
Post Meeting Board Workshop Mon, Sept 24, 2018							<ul style="list-style-type: none"> School Board Mtg. Self-Assessment
SB Community Linkage Committee Presents: "Fall Community Meeting" Tues, Oct 2, 2018 <i>7:00 – 8:30 PM, CMS Media Center & Multipurpose Room</i>							
Board Workshop Mon, Oct 8, 2018 6:00 PM							<ul style="list-style-type: none"> Board Development: Board Governance Processes Discussion Administration: Setting Stage for FY 2019-20 Budget Guidelines Policy Monitoring: GP 4.1, 4.2, 4.3, 4.9 Confirm agenda for next Board Workshop

152

**EDEN PRAIRIE SCHOOL BOARD
2018-2019 ANNUAL WORK PLAN**

Board Meetings
Board Workshops
Other Meetings

AUGUST 27, 2018

Board Meeting or Board Workshop Type, Date and Time	Board Work				Supt Consent Agenda Items (Human Resources & Business Services Reports)	Board Education & Required Reporting	Workshop Topic(s)
	Policy Monitoring Ends, EL, BMD & GP Monitoring	Decision Preparation	Required Board Action	Board Action on Committee Reports & Minutes			
Board Meeting Mon, Oct 22, 2018 6:00 PM	<ul style="list-style-type: none"> •Ends 1.1, 1.2, 1.3 Evidence (FY 2017-18) • EL 2.4 Treatment of Staff •EL 2.8 Compensation and Benefits <hr/> <ul style="list-style-type: none"> •GP 4.1 Governing Style •GP 4.2 School Board Job Products •GP 4.3 Annual Work Plan •GP 4.9 Governance Investment 		<ul style="list-style-type: none"> •Record of Board Self-Evaluation •Resolution Awarding the Sale of Refunding Bonds 		<ul style="list-style-type: none"> • Monthly Reports 	<u>Superintendent Incidentals:</u> <ul style="list-style-type: none"> • Enrollment Report as of Oct. 1, 2018 -Exec. Summary -Capture Rate -History & Projection Totals -Official October 1 Enrollment Count •World’s Best Workforce Report •FY 2017-2018 Achievement Integration Progress Report 	
Post Meeting Board Workshop Mon, Oct 22, 2018							<ul style="list-style-type: none"> •School Board Mtg. Self-Assessment
Board Workshop Mon, Nov 5, 2018 6:00 PM*							<ul style="list-style-type: none"> •FY 2018-2019 Superintendent Goal Setting Discussion •GP 4.0 Global Governance Commitment • “New Policy Introductions” •Confirm agenda for next Board Workshop

153

**EDEN PRAIRIE SCHOOL BOARD
2018-2019 ANNUAL WORK PLAN**

Board Meetings							
Board Workshops							
Other Meetings							

AUGUST 27, 2018

Board Meeting or Board Workshop Type, Date and Time	Board Work				Supt Consent Agenda Items (Human Resources & Business Services Reports)	Board Education & Required Reporting	Workshop Topic(s)
	Policy Monitoring Ends, EL, BMD & GP Monitoring	Decision Preparation	Required Board Action	Board Action on Committee Reports & Minutes			
Special Business Meeting Wed, Nov 14, 2018 7:30 AM			<ul style="list-style-type: none"> Resolution Approving Canvassing of Elections 				
Board Meeting Mon, Nov 19 2018 6:00 PM*	<ul style="list-style-type: none"> EL 2.9 Communication and Support to the School Board (Semi-annual) 	<ul style="list-style-type: none"> <i>Closed Session:</i> Review of FY 2017-18 Superintendent Goals -Minn. Stat. 13D.05, Subd. 3 	<ul style="list-style-type: none"> FY 2018-19 Superintendent Goal Setting Record of Board Self-Evaluation 	<ul style="list-style-type: none"> Treasurer's Report 	<ul style="list-style-type: none"> Monthly Reports 	<ul style="list-style-type: none"> FY 2017-18 Audited Financial Presentation 	
Post Meeting Board Workshop Mon, Nov 19, 2018							<ul style="list-style-type: none"> School Board Mtg. Self-Assessment
Board Meeting Mon, Dec 10, 2018 6:00 PM	<ul style="list-style-type: none"> EL 2.5 Financial Planning and Budgeting EL 2.0 Global Executive Constraint GP 4.0 Global Governance Commitment 		<ul style="list-style-type: none"> Approval of Final FY 2019-20 Levy Record of Board Self-Evaluation 		<ul style="list-style-type: none"> Monthly Reports 	<ul style="list-style-type: none"> Truth in Taxation Hearing Resident Engagement Events 	
Post Meeting Board Workshop Mon, Dec 10, 2018							<ul style="list-style-type: none"> School Board Mtg. Self-Assessment

*November Meeting dates changed due to Veteran's Day observed on Monday, November 12, 2018

154

**EDEN PRAIRIE SCHOOL BOARD
2018-2019 ANNUAL WORK PLAN**

Board Meetings
Board Workshops
Other Meetings

AUGUST 27, 2018

Board Meeting or Board Workshop Type, Date and Time	Board Work				Supt Consent Agenda Items (Human Resources & Business Services Reports)	Board Education & Required Reporting	Workshop Topic(s)
	Policy Monitoring Ends, EL, BMD & GP Monitoring	Decision Preparation	Required Board Action	Board Action on Committee Reports & Minutes			
<p>*****2019*****</p> <p align="center">Annual Organizational Meeting Mon, Jan 7, 2019 6:00 PM</p>			<ul style="list-style-type: none"> • 2018 Annual Organizational Mtg. <ul style="list-style-type: none"> - Election of Officers - School Board Compensation - School Board Calendar • Approval of School Board Meeting Calendar: Jul 1, 2019 through Jun 30, 2020 • Resolution for Combined Polling Places for the General Elections • Appointment of Intermediate District 287 Representative 		<ul style="list-style-type: none"> • 2018 Annual School District Organizational Items: <ul style="list-style-type: none"> - School District Newspaper - School District Depository/Financial Institutions - Money Wire Transfers - Early Claims Payment - School District Legal Counsel - School District Responsible Authority - Deputy Clerk & Deputy Treasurer - Facsimile Signature Authorization - Authorization for Superintendent to Sign Contracts - Local Education Agency (LEA) Representative - MDE Designation of Identified Official with Authority (IoWA) 		
<p>Board Workshop Mon, Jan 7, 2019 6:15 PM Convene following the Annual Organizational Meeting</p>							<ul style="list-style-type: none"> • 2019 Committees & Outside Organization Discussion • 5-Year Financial Forecast

155

**EDEN PRAIRIE SCHOOL BOARD
2018-2019 ANNUAL WORK PLAN**

Board Meetings
Board Workshops
Other Meetings

AUGUST 27, 2018

Board Meeting or Board Workshop Type, Date and Time	Board Work				Supt Consent Agenda Items (Human Resources & Business Services Reports)	Board Education & Required Reporting	Workshop Topic(s)
	Policy Monitoring Ends, EL, BMD & GP Monitoring	Decision Preparation	Required Board Action	Board Action on Committee Reports & Minutes			
							• Confirm agenda for next Board Workshop
Board Meeting Mon, Jan 28, 2019 6:00 PM		<ul style="list-style-type: none"> •FY 2019-20 School Calendar (DRAFT) •FY 2020-21 School Calendar- Preliminary) •FY 2019-20 Budget Timelines – <i>First Reading</i> •FY 2019-20 Budget Assumptions – <i>First Reading</i> 	<ul style="list-style-type: none"> •FY 2018-19 Mid-Year Budget Approval •Resolution Authorizing the Sale of Facility Maintenance Bonds •Record of Board Self-Evaluation 	<ul style="list-style-type: none"> • 2019 School Board Committee & Outside Organization Assignments 	<ul style="list-style-type: none"> • Monthly Reports • FY 2019-20 Bus Purchase 		
Post Meeting Board Workshop Mon, Jan 28, 2019							• School Board Meeting Self-Assessment
Joint Meeting: Eden Prairie School Board & Eden Prairie City Council TBD							
Board Workshop Mon, Feb 11, 2019 6:00 PM							• Confirm agenda for next Board Workshop
Board Meeting Mon, Feb 25, 2019 6:00 PM			<ul style="list-style-type: none"> •Resolution Awarding the Sale of Facility Maintenance Bonds 		<ul style="list-style-type: none"> • Monthly Reports • Approval of FY 2019-20 School Calendar-DRAFT 		

156

**EDEN PRAIRIE SCHOOL BOARD
2018-2019 ANNUAL WORK PLAN**

Board Meetings
Board Workshops
Other Meetings

AUGUST 27, 2018

Board Meeting or Board Workshop Type, Date and Time	Board Work				Supt Consent Agenda Items (Human Resources & Business Services Reports)	Board Education & Required Reporting	Workshop Topic(s)
	Policy Monitoring Ends, EL, BMD & GP Monitoring	Decision Preparation	Required Board Action	Board Action on Committee Reports & Minutes			
			<ul style="list-style-type: none"> Record of Board Self-Evaluation 		<ul style="list-style-type: none"> Approval of FY 2020-21 School Calendar – Preliminary American Indian Education Resolution 		
Post Meeting Board Workshop Mon, Feb 25, 2019							<ul style="list-style-type: none"> School Board Meeting Self-Assessment
Board Workshop Mon, Mar 11, 2019 6:00 PM							<ul style="list-style-type: none"> Confirm agenda for next Board Workshop
Board Meeting Mon, Mar 25, 2019 6:00 PM		<ul style="list-style-type: none"> FY 2019-20 Capital Budget – <i>First Reading</i> Final FY 2019-20 Budget Assumptions 	<ul style="list-style-type: none"> Resolution to Release Probationary Teachers <hr/> <ul style="list-style-type: none"> Record of Board Self-Evaluation 		<ul style="list-style-type: none"> Monthly Reports 		
Post Meeting Board Workshop Mon, Mar 25, 2019							<ul style="list-style-type: none"> School Board Meeting Self-Assessment
Board Workshop Mon, Apr 8, 2019 6:00 PM							<ul style="list-style-type: none"> Confirm agenda for next Board Workshop
Board Meeting Mon, Apr 22, 2019 6:00 PM		<ul style="list-style-type: none"> FY 2019-20 School Board Work Plan – <i>First Reading</i> FY 2019-20 School Board Budget – <i>First Reading</i> 	<ul style="list-style-type: none"> Approval of FY 2019-20 Capital Budget Approval of FY 2019-20 School Board Meeting Calendar <hr/>		<ul style="list-style-type: none"> Monthly Reports 		

157

**EDEN PRAIRIE SCHOOL BOARD
2018-2019 ANNUAL WORK PLAN**

Board Meetings
Board Workshops
Other Meetings

AUGUST 27, 2018

Board Meeting or Board Workshop Type, Date and Time	Board Work				Supt Consent Agenda Items (Human Resources & Business Services Reports)	Board Education & Required Reporting	Workshop Topic(s)
	Policy Monitoring Ends, EL, BMD & GP Monitoring	Decision Preparation	Required Board Action	Board Action on Committee Reports & Minutes			
			<ul style="list-style-type: none"> Record of Board Self-Evaluation 				
Post Meeting Board Workshop Mon, Apr 22, 2019							<ul style="list-style-type: none"> School Board Meeting Self-Assessment
Board Workshop <u>Mon, May 6, 2019</u> 6:00 PM*							<ul style="list-style-type: none"> Confirm agenda for next Board Workshop
Board Meeting <u>Mon, May 20, 2019</u> 6:00 PM*		<ul style="list-style-type: none"> FY 2019-20 Budget – <i>First Reading</i> 	<ul style="list-style-type: none"> Approval of FY 2019-20 School Board Work Plan Approval of FY 2019-20 School Board Budget <hr/> <ul style="list-style-type: none"> Record of Board Self-Evaluation 		<ul style="list-style-type: none"> Monthly Reports MSHSL Resolution for Membership Approval of FY 2019-20 School Meal Prices 		
Post Meeting Board Workshop <u>Mon, May 20, 2019*</u>							<ul style="list-style-type: none"> School Board Meeting Self-Assessment
Board Workshop <u>Mon, June 10, 2019</u> 6:00 PM							<ul style="list-style-type: none"> Confirm agenda for next Board Workshop
Board Meeting <u>Mon, June 24, 2019</u> 6:00 PM	<ul style="list-style-type: none"> EL 2.9 Communication and Support to the School Board (Semi-annual) Ends 1.1, 1.2, 1.3 OI (FY 2019-20) 		<ul style="list-style-type: none"> Approval of FY 2019-20 Budget ISD 287 10-Year Facilities Maintenance Resolution 		<ul style="list-style-type: none"> Monthly Reports EPS 10-Year Facilities Maintenance Plan Q-Comp Annual Report 	<ul style="list-style-type: none"> FY 2018-19 Annual Overnight /Extended Trip Report 	

158

**EDEN PRAIRIE SCHOOL BOARD
2018-2019 ANNUAL WORK PLAN**

Board Meetings
Board Workshops
Other Meetings

AUGUST 27, 2018

Board Meeting or Board Workshop Type, Date and Time	Board Work				Supt Consent Agenda Items (Human Resources & Business Services Reports)	Board Education & Required Reporting	Workshop Topic(s)
	Policy Monitoring Ends, EL, BMD & GP Monitoring	Decision Preparation	Required Board Action	Board Action on Committee Reports & Minutes			
			<hr/> <ul style="list-style-type: none"> Record of Board Self-Evaluation 		<ul style="list-style-type: none"> Annual Review of District Mandated Policies Approval of Updated District Policies 		
Post Meeting Board Workshop <u>Mon, Jun 24, 2019</u>							<ul style="list-style-type: none"> School Board Meeting Self-Assessment

*May Meeting dates changed due to Memorial Day

159

2018-2019 School Board Meeting Calendar

Date	Time	Meeting Type	Location
July 2018			
Monday, July 23, 2018	8:00AM	Brief Business Meeting	Administrative Services Center
August 2018			
Thursday, August 9, 2018	6:30PM	Candidate Information Session	Administrative Services Center
Monday, August 27, 2018	6:00 PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Service Center
September 2018			
Monday, Sept 10, 2018	6:00PM	Board Workshop	Administrative Services Center
Monday, Sept 24, 2018	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
October 2018			
Tuesday, October 2, 2018	7-8:30 PM	Fall Community Meeting	CMS: Media Center and Multipurpose Room
Monday, Oct 08, 2018	6:00PM	Board Workshop	Administrative Services Center
Monday, Oct 22, 2018	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
November 2018			
Monday, Nov 5, 2018	6:00PM	Board Workshop	Administrative Services Center
Wednesday, Nov 14, 2018	7:30 AM	Brief Business Meeting	Administrative Services Center
Monday, Nov 19, 2018	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
December 2018			
Monday, Dec 10, 2018	6:00PM	Truth in Taxation Hearing Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
January 2019			
Monday, Jan 7, 2019	6:00PM 6:30PM	Annual Organizational Meeting Board Workshop	Administrative Services Center
Monday, Jan 28, 2019	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
February 2019			
Monday, Feb 11, 2019	6:00PM	Board Workshop	Administrative Services Center
Monday, Feb 25, 2019	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
March 2019			
Monday, Mar 11, 2019	6:00PM	Board Workshop	Administrative Services Center
Monday, Mar 25, 2019	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
April 2019			
Monday, Apr 08, 2019	6:00PM	Board Workshop	Administrative Services Center
Monday, Apr 22, 2019	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
May 2019			
Monday, May 06, 2019	6:00PM	Board Workshop	Administrative Services Center
Monday, May 20, 2019	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
June 2019			
Monday, Jun 10, 2019	6:00PM	Board Workshop	Administrative Services Center
Monday, Jun 24, 2019	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center

Eden Prairie School Board
2018-2019 SCHOOL BOARD CALENDAR OF COMMITTEE MEETINGS AND EVENTS

COMMITTEE MEETINGS

EVENTS

COMMUNITY EVENTS

July – December 2018
(August 27, 2018)

Name of Event	Date	Place	Time	Notes
Agenda Setting Meeting	Tuesday, July 17, 2018	ASC	10:00 a.m.	Chair & Vice Chair
SB Board Development Committee Meeting	Friday, August 20, 2018	ASC/South Huddle Room	7:30 a.m.	
School Board Meeting (Brief)	Monday, July 23, 2018	ASC/EDC	8:00 a.m.	
SB Community Linkage Committee Meeting	Friday, July 27, 2018	ASC/Jaclyn's Office	10:30 a.m.	
EPIC Visit/Tour	Wednesday, August 1, 2018	Oak Point/EHSI Office	8:30-10:30 a.m.	Attending: Elaine, Terri, Lauren, Holly
MSBA Summer Seminar "A High-Performance Mindset"	August 6-8, 2018 Monday thru Wednesday	Minneapolis Marriott NW Brooklyn Park, MN		No Attendees
MSBA Phase I & II Combo	Tuesday, August 7, 2018	Minneapolis Marriott NW Brooklyn Park, MN	8:30 – 3:30 p.m.	Lauren (Josh)
School Board Candidate Information Session	Thursday, August 9, 2018	ASC/EDC	6:30 p.m.	Holly, Lauren
SB Community Linkage Committee Meeting	Friday, August 17, 2018	ASC/South Huddle Room	7:15 a.m.	
Agenda Setting Meeting	Wednesday, August 22, 2018	ASC	2:30 p.m.	Chair & Vice Chair
Invitation: IDS 287 – Ribbon Cutting Ceremony of the "Ann Bremer Education Center"	Thursday, August 23, 2018	6601 Xylon Avenue Brooklyn Park, MN	4:00 p.m.	No Attendees
School Board Meeting	Monday, August 27, 2018	ASC/EDC	6:00 p.m.	
Annual District Kick Off	Tuesday, August 28, 2018	EPHS Activities Center	7:30 a.m.	Attendees: Lauren, Holly, Dave, Elaine
Invitation to Visit School Sites with Superintendent on the "First Day of School"	Tuesday, September 4, 2018	Meeting at CMS	7:30 a.m.	Attending: Lauren, Holly, Elaine, Terri, Dave
Agenda Setting Meeting	Tuesday, September 4, 2018	ASC	10:30 a.m.	Chair & Vice Chair
EPHS Eagles Marching Band competes at the " <i>Prairie Colors Marching Band Festival</i> "	Saturday, September 8, 2018	Aerie Stadium	Noon – 4:00 p.m. Gates open at 11 a.m.	Attending: Lauren, Holly (Tentative)
School Board Business Workshop	Monday, September 10, 2018	ASC	6:00 p.m.	Board Workshop
MSBA Phase IV Workshop: <i>Representing Your Community Through Policy & Engagement</i>	Saturday, September 15, 2018	Maple Grove Holiday Inn & Suites 11801 Fountains Way N.	8:30 a.m.–4 p.m.	Attending: Elaine, Dave (Tentative)

161

Eden Prairie School Board
2018-2019 SCHOOL BOARD CALENDAR OF COMMITTEE MEETINGS AND EVENTS

COMMITTEE MEETINGS

EVENTS

COMMUNITY EVENTS

July – December 2018
(August 27, 2018)

This workshop focuses on in-depth decisions and examples of a board member's role as a policymaker and interactive small-group sessions that walk through an actual community engagement activity. Also, this workshop will have a segment on dealing with the media and public forums		Maple Grove, MN		
Agenda Setting Meeting	Wednesday, September 19, 2018	ASC	1:00 p.m.	Chair & Vice Chair
EP Chamber of Commerce Event - "Rock the Barn" Eden Prairie knows that building strong ties between the business community, city, and school district makes for a thriving community. Join us for a night of fun, making new connections, and celebrating our successes.	Thursday, September 20, 2018	Green Acres Event Center Eden Prairie	5:00 – 9:00 p.m.	Attendees: Holly, Lauren (tentative)
School Board Meeting	Monday, September 24, 2018	ASC/EDC	6:00 p.m.	
EPHS – Homecoming Week	Week of September 24, 2018			
FALL COMMUNITY MEETING	Tuesday, October 2, 2018	CMS -Media Center and -Multipurpose Room	7:00 – 8:30 p.m.	Attending: Lauren, Holly, Elaine, Dave, Terri
Agenda Setting Meeting	Tuesday, October 2, 2018	ASC	4:00 p.m.	Chair & Vice Chair
School Board Workshop	Monday, October 8, 2018	ASC/EDC	6:00 p.m.	
EP Chamber - Economic Outlook Join the Chamber and our businesses as we hear from the Federal Reserve on the state of the economy. Get to hear first-hand how the Minnesota economy is doing and what the Federal Reserve expects in the year ahead from First Vice President Ron Feldman.	Tuesday, October 9, 2018	TBD	11:30 – 1:00 p.m.	Attendees: Holly, Elaine, Lauren (tentative)
EP Chamber Annual GALA Event	October/November 2018			Attending:
Agenda Setting Meeting	Tuesday, October 16, 2018	ASC	9:30 a.m.	Chair & Vice Chair
School Board Meeting	Monday, October 22, 2018	ASC/EDC	6:00 p.m.	
EP Chamber Career Fair	Tuesday, October 23, 2018	Information coming soon	7:00 – 10:00 a.m.	Attending: Holly, Lauren and Elaine (tentative)
Eden Lake Elementary School Visit by School Board		Eden Lake Elementary		Attending:

162

Eden Prairie School Board
2018-2019 SCHOOL BOARD CALENDAR OF COMMITTEE MEETINGS AND EVENTS

COMMITTEE MEETINGS

EVENTS

COMMUNITY EVENTS

July – December 2018
(August 27, 2018)

Cedar Ridge Elementary School Visit by School Board		Cedar Ridge Elementary		Attending:
Agenda Setting Meeting	Tuesday, October 30, 2018	ASC	9:30 a.m.	Chair & Vice Chair
School Board Workshop	Monday, November 5, 2018	ASC/EDC	6:00 p.m.	
EPHS: National Merit Breakfast	Friday, November 9, 2018	EPHS – East Commons	8:00- 9:30 a.m.	Attending: Lauren, Holly, Elaine
EPHS Fall Musial	From; Friday, November 9, 2018 thru Saturday, November 17, 2018	PAC	7:30 p.m. evenings and 11/17, 1:00 p.m.	FYI
Agenda Setting Meeting	Tuesday, November 13, 2018	ASC	9:30 a.m.	Chair & Vice Chair
School Board Meeting (Brief)	Wednesday, November 14, 2018	ASC/EDC	7:30 a.m.	
School Board Meeting	Monday, November 19, 2018	ASC/EDC	6:00 p.m.	
EPHS School Visit by School Board		EPHS		Attending:
School Board Meeting	Monday, November 19, 2018	ASC/EDC	6:00 p.m.	
AMSD Annual Policy Conference – This year’s there is: <i>Pursuing a Funding System that Ensures Equity, Access and Opportunity for All Students</i>	Wednesday, November 28, 2018	Further details coming soon		Attending: Holly, Elaine and Lauren (tentative)
Agenda Setting Meeting	Tuesday, December 4, 2018	ASC	9:30 a.m.	Chair & Vice Chair
Eden Prairie Chamber Annual Meeting & Athena Awards Luncheon				Attending:
EPHS: Fall Celebration	Friday, December 7, 2018	EPHS – Main Gym	8:55 – 10:00 a.m.	Attending: Lauren, Elaine, Holly (Tentative)
School Board Meeting	Monday, December 10, 2018	ASC/EDC	6:00 p.m.	
Winter Break – No School	Monday, December 24, 2018 thru Wednesday, January 2, 2018			

163