



EDEN PRAIRIE SCHOOLS

Inspiring each student every day

SCHOOL BOARD Regular Meeting

Monday, April 26, 2021

6:00 PM

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 PM (Roll Call)

School Board Members:

Aaron Casper, Debjyoti "DD" Dwivedy, Beth Fletcher, Kim Ross, Adam Seidel, Veronica Stoltz, Charles "C.J." Strehl

2. Pledge of Allegiance: 6:02 PM

3. Agenda Review and Approval: 6:03 PM (Action)

Approval of the agenda for the Monday, April 26, 2021 meeting of the School Board of Independent School District 272, Eden Prairie Schools.

MOTION _____ **Seconded** _____

4. Approval of Previous Minutes: 6:05 PM (Action)

4

Approval of the UNOFFICIAL Minutes of the School Board Regular Business Meetings for March 22, 2021.

MOTION _____ **Seconded** _____

5. Public Comment: 6:05 PM (Information)

6. Announcements: 6:10 PM (Information)

7. Spotlight on Success: 6:15 PM (Information)

Eden Lake Elementary - Partnership between 1st & 3rd Graders to create an Outside Bird Sanctuary for usage by all students across the building.

8. Board Work: 6:25 PM (Action)

A. Decision Preparation

1) Fiscal Year (FY) 2021-22 School Board Work Plan (First Reading)

8

2) Fiscal Year (FY) 2021-22 School Board Budget (First Reading)

21

B. Required Board Action (Action)

1) Approval of FY 2021-22 Capital Budget

MOTION _____ **Seconded** _____

a. Capital Budget - Executive Summary

22

b. Capital Budget Outlay - Detail

24

2) Approval of FY 2021-22 School Board Meeting Calendar

25

MOTION _____ **Seconded** _____

3) School Board Workshop Summary Approval

MOTION _____ **Seconded** _____

C. Approval to Accept School Board Member's Resignation

27

MOTION _____ **Seconded** _____

D. Record of Board Self-Evaluation

1) 2019-20 Record of Board Policy Monitoring - Governance Policies (No Updates)

28

2) 2019-20 Record of Board Policy Monitoring - Eds & Executive Limitations (EL's) (No Updates)

34

MOTION _____ Seconded _____**9. Superintendent Consent Agenda: 7:05 PM (Action)***Management items the Board would not act upon in Policy Governance, but require Board approval from outside entities.***MOTION _____ Seconded _____** to approve the Consent Agenda as presented.**A. Monthly Reports**

1) Resolution of Acceptance of Donations 45

2) Human Resources Report 46

3) Business Services Reports
a. Board Business 49

b. Financial Report - Monthly Revenue/Expenditure Report 50

B. TASSEL Transition Program - Executive Summary 51

1) Program Lease Agreement 52

10. Superintendent's Incidental Information Report: 7:30 PM (Information)*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)***A. EPS Program Partnerships 82****11. Board Action on Committee Reports & Minutes: 7:50 PM (Action)****A. Board Development Committee**

1) BDC Minutes for April 14, 2021 89

MOTION _____ Seconded _____**B. Community Linkage Committee**

1) CLC Minutes for March 29, 2021 91

MOTION _____ Seconded _____

2) Inspiring News School Board Column 93

MOTION _____ Seconded _____**C. Negotiations Committee****D. Policy Committee****12. Other Board Updates (AMSD, ECSU, ISD 287): 8:10 PM (Information)**

A. AMSD (Association of Metropolitan Schools) - Veronica Stoltz, Aaron Casper & Kim Ross

B. ISD 287 (Intermediate School District 287) - Adam Seidel

C. ECSU (Metropolitan Educational Cooperative Service Unit - Veronica Stoltz

13. Board Work Plan: 8:20 PM (Action)

A. Work Plan Changes Document (Action) 94

MOTION _____ Seconded _____

B. School Board Annual Work Plan FY 2020-21 (January - June 2021) 95

14. Closed Session: 8:30 PM (Action)*Negotiation Strategy - Pursuant to MN Statue 13D.03, Subd.1 - The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.***MOTION** by _____, **Seconded** by _____ to move into Closed Session at _____ PM.**MOTION** by _____, **Seconded** by _____ to move out of Closed Session and resume regular Business Meeting at _____ PM.**15. Adjournment: (Action)****Motion _____ Seconded _____** to adjourn the Monday, April 26, 2021 meeting of the Eden Prairie School Board

INDEPENDENT SCHOOL DISTRICT 272 ~ EDEN PRAIRIE SCHOOLS
UNOFFICIAL MINUTES OF THE MARCH 22, 2021
SCHOOL BOARD MEETING

A Regular Meeting of the Independent School District 272, Eden Prairie Schools, was held on March 22, 2021 in the Eden Prairie District Administrative Offices, 8100 School Road, Eden Prairie, MN 55344.

1. Convene: 6:00 PM (Roll Call)

School Board Members

Present: Aaron Casper, Debjyoti "DD" Dwivedy, Beth Fletcher, Kim Ross, Adam Seidel, Veronica Stoltz, Charles "C.J." Strehl

Present: Superintendent Josh Swanson

2. Pledge of Allegiance

3. Agenda Review and Approval – MOTION by D. Dwivedy, **Seconded** by A. Casper to approve of the agenda for the Monday, March 22, 2021 meeting of the School Board of Independent School District 272, Eden Prairie Schools – Passed Unanimously

4. Approval of Previous Minutes – MOTION by B. Fletcher, **Seconded** by V. Stoltz to approve the UNOFFICIAL Minutes of the School Board Regular Business Meetings for February 22, 2021 – Passed Unanimously

5. Public Comment – None to Report

6. Announcements

- EPHS Boys Basketball Coach David Flom was honored with the National Coach of the Year Award.
- Zara Vidal, a 3rd grade student at Eden Lake Elementary, was accepted into a National Elite STEM Program taking place at the University of Minnesota. [Read more.](#)
- Education Minnesota has named Lauren Scherer, a teacher at Central Middle School, as a semifinalist in the 2021 Minnesota Teacher of the Year program. Finalists will be announced in May.
- March 7-13 was National School Social Worker Week. Thank you for your continued dedication to linking students and families with needed services.
- Congrats to Jakob Zeller on placing 6th in the MSHSL State Alpine meet. He earned All-State honors for placing in the top 9 overall.
- The Girls EP Nordic team placed 6th and the Boys EP Nordic placed 4th at the Minnesota State High School League.
- The EP Dance Team placed 6th overall in the MSHSL state kick competition. Michaela Goetz, Noelle Arnold (AAA Jazz) & Emilie Wall, Alexia Natal (AAA Kick) were selected for the Minnesota Association of Dance Teams All State!
- Congratulations to Ella Bakken on being named the 2020-21 EPHS Athena Award winner. This award goes to the most outstanding senior female athlete. Ella is a 3-sport athlete who has earned 10 Varsity letters, 4X All Conf & All State honors in CC, Nordic & Track.
- Shoutout to Niamya Holloway and Molly Lenz, on making All State Honorable Mention for Class AAAA by the Minnesota Girls Basketball Coaches Association.
- The EPHS Math Team took 6th place at the [MN Math League](#).
- Over 300,000 minutes have been spent reading during this year's Read-A-Thon at Cedar Ridge Elementary. Additionally, \$28,000 has been raised to support the cause.
- Bryce Dagel, Jacory Bates, and Will Sather all advance to the preliminary State Finals. Tanner Swanson, Jax Surprise, and Terrae Dunn all competing in wrestle backs. Bryce Dagel won true 2nd in the 5AAA/6AAA super region. He advances to State with 7 others for chance at title at 152.
- The EP boys swim & dive team placed 3rd overall at the MSHSL state meet. They won the 200-medley relay; Alex Deng placed 2nd overall in 100 fly & 100 breast at State. Luke Logue is the state champion in the 100-yard backstroke.
- Congratulations to Sophia Hoang (Bars), Olivia Seigler (Vault), and Sophia Schwob (Floor) on advancing to the MSHSL gymnastics state meet.
- EPHS seniors Luke Mittelstadt and Carter Batchelder are top 10 candidates for the 2021 Mr. Hockey Award.
- Team Zero Gravity, made up of a group of 6th graders from Eden Prairie, won 2nd place for the "Innovation Project Award" at the First Lego League State Championship.

Team Zero Gravity was developed to introduce science, technology, engineering, and math (STEM) to young students, and encourage problem-solving experiences through a guided, global robotics program.

7. Spotlight on Success

Central Middle School (CMS) - *Academic Seminar and Social Emotional Learning*

8. Board Work

A. Decision Preparation

1) Executive Summary - Fiscal Year (FY) 2021-22 Capital Budget

a. Fiscal Year (FY) 2021-22 Capital Outlay

B. Required Board Action

1) Executive Summary - Fiscal Year (FY) 2021-22 Budget Assumptions

a. Final Fiscal Year (FY) 2021-22 Budget Assumptions

MOTION by A. Casper, **Seconded** K. Ross to approve the 2021-22 Budget Assumptions as presented – Passed Unanimously

C. Policy Monitoring

1) Monitor Governance Process (GP) 4.5 for FY 2020-21 – **MOTION** by A. Seidel, **Seconded** by

D. Dwivedy to approve updated Grid Sheet as presented – Passed Unanimously

D. Record of Board Self-Evaluation

1) 2019-20 Record of Board Policy Monitoring - Ends & Executive Limitations (EL's) *(No Updates)*

2) Record of Board Policy Monitoring - Governance Policies *(No Updates)*

a. 2020-2021 Report

b. 2019-2020 Report

9. Superintendent Consent Agenda – MOTION by A. Casper, **Seconded** by D. Dwivedy to approve the Consent

Agenda as presented – Passed Unanimously

A. Pre-school Agreement

B. Release Probationary Teachers

C. Monthly Reports

1) Resolution of Acceptance of Donations

2) Human Resources Report

3) Business Services Reports

a. Board Business

b. Financial Report - Monthly Revenue/Expenditure Report

D. Seek Bid - Oak Point Secure Entrance and Office Relocation

E. Accept Bid - Lower Campus Updates

10. Superintendent's Incidental Information Report

A. Update on Secondary Students Returning to School

B. Miscellaneous information as it relates to Budget Funding and the Legislature

C. Calendar Development Process

11. Board Action on Committee Reports & Minutes

A. Board Development Committee

1) BDC Minutes - March 10, 2021: **MOTION** by A. Casper, **Seconded** by V. Stoltz to accept Minutes as presented – Passed Unanimously

B. Community Linkage Committee

1) CLC Minutes - February 17, 2021 and March 2, 2021: **MOTION** by D. Dwivedy, **Seconded** by

B. Fletcher to accept Minutes as presented – Passed Unanimously

a. CLC Work Plan

C. Negotiations Committee

D. Policy Committee

1) PC Minutes - March 3, 2021 and March 9, 2021: **MOTION** by D. Dwivedy, **Seconded** by K. Ross to accept Minutes as presented – Passed Unanimously

a. **MOTION** by C. Strehl, **Seconded** by B. Fletcher to adopt proposed language for GP 4.4.4 as presented in Committee Minutes dated March 9, 2021 – Passed Unanimously.

- GP 4.4.4 The Clerk approves the final draft of School Board meeting minutes *and workshop topic summaries* prior to School Board approval. The Clerk will read all formal resolutions to be voted on by the School Board. The Clerk will also assure the School Board's policies are accurately recorded, maintained and posted.

12. Other Board Updates (AMSD, ECSU, ISD 287)

- A. AMSD (Association of Metropolitan Schools) - Veronica Stoltz, Kim Ross, Aaron Casper – Update to the Board
- B. ISD 287 (Intermediate School District 287) - Adam Seidel – Update to the Board
- C. ECSU (Metropolitan Educational Cooperative Service Unit - Veronica Stoltz – No Updates

13. Board Work Plan

- A. Work Plan Changes Document– **MOTION** D. Dwivedy, **Seconded** by V. Stoltz to approve changes as presented/noted – Passed Unanimously.

Eden Prairie School Board
2020–21 WORK PLAN CHANGES
“Proposed” Changes for the
March 22, 2021

Date of Meeting/Workshop	Changes Requested
Monday, February 8, 2021 – Workshop	
Monday, February 22, 2021	
Monday, March 8, 2021 – Workshop	
Monday, March 22, 2021	
Monday, April 12, 2021 – Workshop	<ul style="list-style-type: none"> - <u>Move:</u> “Choice for Each: School Wide Enrichment Model (SEM) to the 5/10/21 Workshop - <u>Add:</u> Inspiring News Discussion - <u>Add:</u> Workshop Summary Skelton Discussion
Monday, April 26, 2021	<ul style="list-style-type: none"> - <u>Move:</u> FY 2022-2023 Preliminary School Calendar – First Reading (Decision Prep) to 5/24/21 - <u>Add:</u> Approval of Workshop Skelton Summary (Required Board Action)
Monday, May 10, 2021 – Workshop	<ul style="list-style-type: none"> - <u>Added:</u> “Choice for Each: School Wide Enrichment Model (SEM)
Saturday, May 22, 2021 – Board Workshop Training	<ul style="list-style-type: none"> - <u>Added:</u> School Board Workshop/Retreat – 9AM-2PM
Monday, May 24, 2021	<ul style="list-style-type: none"> - <u>Added:</u> FY 2022-2023 Preliminary School Calendar – First Reading (Decision Prep) - <u>Move:</u> FY 2022-2023 Preliminary School Calendar – First Reading (Required Board Action) to 6/28/21
Monday, June 14, 2021 – Workshop	
Monday, June 28, 2021	<ul style="list-style-type: none"> - <u>Added:</u> FY 2022-2023 Preliminary School Calendar – First Reading (Required Board Action)
Placeholder – General Board Work	
<ul style="list-style-type: none"> • Cultural Proficiency Continuum – Moved to the Board Development for further planning on 2/22/21 • School Board Listening Session Discussion 	
Placeholder – Policy Review	
<ul style="list-style-type: none"> • Policy GP 4.9.1.1 to be sent to the Policy Committee to create language requested • A review of all Board Policies as it relates to race inclusion for all students in all ethnic groups – Moved to Policy Committee on 2/22/21 	

B. School Board Annual Work Plan FY 2020-21 (Jan-Jun 2021)

14. **Adjournment – Motion** by D. Dwivedy, **Seconded** by C. Strehl to adjourn the Monday, March 22, 2021 meeting of the Eden Prairie School Board – Passed Unanimously

Debjyoti Dwivedy – Board Clerk

UNOFFICIAL

EDEN PRAIRIE SCHOOL BOARD
2021-2022 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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			
*****2021***** Board Meeting Mon, Jul 26, 2021 7:30 AM		•August Meeting Discussion			<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) 		
Board Meeting Mon, Aug 23, 2021 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"> •EP Online •Record of Board Self-Evaluation 	•2021-22 School Site Visits	•Monthly Reports		8
Post Meeting Board Workshop Mon, Aug 23, 2021							•School Board Mtg. Self-Assessment
Board Workshop Mon, Sep 13, 2021 6:00 PM							<ul style="list-style-type: none"> •ADMIN Proposals for FY 2021-22 Workshops •2020-21 Financial Update •NEW Policy Development Discussion (Ends & EL Policies) •School Board Listening Session Discussion •Policy Monitoring: All BMD Policies – BMD 3.0 – 3.3

EDEN PRAIRIE SCHOOL BOARD
2021-2022 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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: GP's: 4.4, 4.5, 4.6, 4.7, 4.8, & 4.10 • Confirm agenda for next Board Workshop
Board Meeting Mon, Sep 27, 2021 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"> •School Site Visits •New Policy Introduction for GP 4.5 — School Board Electronic Devices (1st Reading) 	<ul style="list-style-type: none"> •Approval of Preliminary FY 2022-23 Levy -Tax Levy Comparison - Tax Levy Presentation Pay 22 •Reassessment Update — Safe Schools Plan <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 2020-2021 Year-end Preliminary Financial Report •FY 2021-2022 Preliminary Enrollment Report 	9

EDEN PRAIRIE SCHOOL BOARD
2021-2022 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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			
	•GP 4.10 Operation of the School Board Governing Rules						
Post Meeting Board Workshop Mon, Sep 27, 2021							•School Board Mtg. Self-Assessment
Board Workshop Mon, Oct 11, 2021 6:00 PM							<ul style="list-style-type: none"> •Administration: Setting Stage for FY 2022-23 Budget Guidelines •Policy Monitoring Discussion: GP 4.4 & GP 4.4.1.4 •Policy Monitoring: GP 4.0, 4.1, 4.2, 4.3, 4.9 •Time Frame: Joint Workshop between School Board Members & ADMIN to discuss Enrollment •School Times •Site Visit Discussion- ADMIN •Confirm agenda for next Board Workshop

EDEN PRAIRIE SCHOOL BOARD
2021-2022 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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 25, 2021 6:00 PM	<ul style="list-style-type: none"> Ends 1.1, 1.2, 1.3 Evidence (FY 2019-20) EL 2.4 Treatment of Staff EL 2.8 Compensation and Benefits GP 4.0 Global Governance Commitment GP 4.1 Governing Style GP 4.2 School Board Job Products GP 4.3 Annual Work Plan GP 4.9 Governance Investment 2nd Reading – New Policy for GP 4.5 (GP 4.5.6.1) – School Board Electronic Devices Policy GP 4.4.1.4 		<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"> Enrollment Report as of Oct. 1, 2021 <ul style="list-style-type: none"> -Exec. Summary -Capture Rate -History & Projection Totals -Official October 1 Enrollment Count World's Best Workforce Report FY 2020-2021 Achievement Integration Summary Report 	11
Post Meeting Board Workshop Mon, Oct 25, 2021							<ul style="list-style-type: none"> School Board Mtg. Self-Assessment
Board Workshop Mon, Nov 8, 2021 6:00 PM							<ul style="list-style-type: none"> Policy Monitoring Discussion: BMD's: 3.0 & 3.2.3 GP's: 4.5, 4.5.1, 4.5.3 (& Child Policies), 4.5.4, 4.5.6, 4.5.7 & 4.6, 4.6.4.2 & 4.10

EDEN PRAIRIE SCHOOL BOARD
2021-2022 ANNUAL WORK PLAN

Board Meetings
Board Workshops
Other Meetings

April 26, 2021

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"> • “New Policy Introductions” • Review of Treasurer’s Annual Report • Discussion: Board Monitoring Process and Communication • Community Linkage Committee to “draft” article for the Inspiring News • Confirm agenda for next Board Workshop
Board Meeting Mon, Nov 22, 2021 6:00 PM	<ul style="list-style-type: none"> • EL 2.9 Communication and Support to the School Board • Vote on Policies from the Nov 9, 2021 Workshop – Discussed and Re-monitored 	<ul style="list-style-type: none"> • <u>Closed Session:</u> Review of FY 2019-20 Superintendent Annual Review -Minn. Stat. 13D.05, Subd. 3 	<ul style="list-style-type: none"> • Record of Board Self-Evaluation 		<ul style="list-style-type: none"> • Monthly Reports 	<ul style="list-style-type: none"> • FY 2020-21 Audited Financial Presentation • World’s Best Workforce Report (WBWR) • Fiscal Year Achievement Integration Progress Report 	
Post Meeting Board Workshop Mon, Nov 22, 2021							<ul style="list-style-type: none"> • School Board Mtg. Self-Assessment

EDEN PRAIRIE SCHOOL BOARD
2021-2022 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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, Dec 13, 2021 6:00 PM	<ul style="list-style-type: none"> EL 2.5 Financial Planning and Budgeting EL 2.0 Global Executive Constraint 	<ul style="list-style-type: none"> Board Site Visit Debrief 	<ul style="list-style-type: none"> Approval of Final FY 2022-23 Levy School Board Treasurer's Report <hr/> <ul style="list-style-type: none"> Record of Board Self-Evaluation 	<ul style="list-style-type: none"> Board Site Visit Debrief Community Linkage Senior Citizen Listening Presentation for Discussion at the January 2022 Workshop 	<ul style="list-style-type: none"> Monthly Reports 	<ul style="list-style-type: none"> Truth in Taxation Hearing Designing Pathway's Update <hr/>	13
Post Meeting Board Workshop Mon, Dec 13, 2021							<ul style="list-style-type: none"> School Board Mtg. Self-Assessment

EDEN PRAIRIE SCHOOL BOARD
2021-2022 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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>*****2022*****</p> <p>Annual Organizational Meeting Mon, Jan 3, 2022 6:00 PM</p>			<ul style="list-style-type: none"> • 2022 Annual Organizational Mtg. <ul style="list-style-type: none"> - Election of Officers - School Board Compensation - School Board Calendar • Resolution for Combined Polling Places for the General Elections • School Board Meeting Calendar: Jan 1, 2022 through Jun 30, 2022 • Appointment of Intermediate District 287 Representative 		<ul style="list-style-type: none"> • 2022 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 to Sign Contracts - Local Education Agency (LEA) Representative - MDE Designation of Identified Official with Authority (IoWA) 		14
<p>Board Workshop Mon, Jan 3, 2022 6:15 PM Convene following the Annual Organizational Meeting</p>							<ul style="list-style-type: none"> • 2022 Committees & Outside Organization Discussion • CLC: Senior Center Talking Points,

EDEN PRAIRIE SCHOOL BOARD
2021-2022 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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			
							Agenda & Attendance Discussion • Budget: 5-Year Financial Forecast • Levy's & Schedule • School-Wide Enrichment Model (SEM) — 1 • Engagement Strategies — 15 • Confirm agenda for next Board Workshop
Board Meeting Mon, Jan 24, 2022 6:00 PM		• FY 2022-23 Final School Calendar (Draft) • FY 2023-24 Preliminary School Calendar (Draft) • FY 2022-23 Budget Timelines – First Reading • FY 2022-23 Budget Assumptions – First Reading	• FY 2021-22 Mid-Year Budget Approval • Record of Board Self-Evaluation	• 2022 School Board Committee & Outside Organization Assignments	• Monthly Reports • FY 2022-23 Bus Purchase		
Post Meeting Board Workshop Mon, Jan 24, 2022							• School Board Meeting Self-Assessment

EDEN PRAIRIE SCHOOL BOARD
2021-2022 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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 Workshop Mon, Feb 14, 2022 6:00 PM							<ul style="list-style-type: none"> • Finance 101 • School Wide Enrichment Model (SEM) – 1 • Walk through School Board Agenda • Confirm agenda for next Board Workshop 16
Board Meeting Mon, Feb 28, 2022 6:00 PM			<ul style="list-style-type: none"> • Record of Board Self-Evaluation 		<ul style="list-style-type: none"> • Monthly Reports • Approval of FY 2022-23 School Calendar • Approval of Preliminary FY 2023-24 School Calendar • American Indian Education Resolution 		
Post Meeting Board Workshop Mon, Feb 28, 2022							<ul style="list-style-type: none"> • School Board Meeting Self-Assessment
Board Workshop Mon, Mar 14, 2022 6:00 PM							<ul style="list-style-type: none"> • Communications • Define Policy under Policy Governance: Ends, EL's, GP's and BMD's • Policy Workshop: Discuss Potential Policy Changes

EDEN PRAIRIE SCHOOL BOARD
2021-2022 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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, Mar 28, 2022 6:00 PM		• FY 2022-23 Capital Budget – First Reading	•Final FY 2022-23 Budget Assumptions •Record of Board Self-Evaluation		•Monthly Reports •Achievement & Integration Budget •Resolution to Release Probationary Teachers	•Designing Pathways Update	17
Post Meeting Board Workshop Mon, Mar 28, 2022							•School Board Meeting Self-Assessment
Board Workshop Mon, Apr 11, 2022 6:00 PM							•Agenda Items: Sample Agenda & Discussion of Agenda Elements •Source of Agenda Items: Board Request for Information; Superintendent Information; Agenda Timeline •FY 2022-2023 Annual Work Plan Calendar Discussion

EDEN PRAIRIE SCHOOL BOARD
2021-2022 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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"> • Discussion/Review all items in Placeholder area on "Work Plan Changes Document" • FY 2022-2023 School Board Meeting Calendar Discussion 18 • FY 2022-2023 School Board Budget Discussion • Mechanics of Monitoring • Choice for Each: School Wide Enrichment Model (SEM) • Confirm agenda for next Board Workshop
Board Meeting Mon, Apr 25, 2022 6:00 PM		<ul style="list-style-type: none"> • FY 2022-23 School Board Work Plan – First Reading • <u>Closed Session:</u> Negotiation Strategy (MN Statue 13D.03, Subd.1) • FY 2022-23 School Board Budget – First Reading 	<ul style="list-style-type: none"> • Approval of FY 2022-23 Capital Budget • Approval of FY 2022-23 School Board Meeting Calendar • Record of Board Self-Evaluation 		<ul style="list-style-type: none"> • Monthly Reports • ALC Fiscal Agent Agreement with District 287 		

EDEN PRAIRIE SCHOOL BOARD
2021-2022 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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			
Post Meeting Board Workshop Mon, Apr 25, 2022							•School Board Meeting Self-Assessment
Board Workshop Mon, May 9, 2022 6:00 PM							•Strategic Plan •Confirm agenda for next Board Workshop
Board Meeting Mon, May 23, 2022 6:00 PM		<ul style="list-style-type: none"> FY 2022-23 Budget – First Reading 	<ul style="list-style-type: none"> Approval of FY 2022-23 School Board Work Plan Approval of FY 2022-23 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 2022-23 School Meal Prices 		19
Post Meeting Board Workshop Mon, May 23, 2022							•School Board Meeting Self-Assessment
Board Workshop Mon, June 13, 2022 6:00 PM							•General Fund Budget Q&A •Confirm agenda for next Board Workshop

EDEN PRAIRIE SCHOOL BOARD
2021-2022 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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, June 27, 2022 6:00 PM	<ul style="list-style-type: none"> Ends 1.1, 1.2, 1.3 OI (FY 2022-23) 		<ul style="list-style-type: none"> Approval of FY 2022-23 Adopted Budget ISD 287 10-Year Facilities Maintenance Resolution Record of Board Self-Evaluation 		<ul style="list-style-type: none"> Monthly Reports EPS 10-Year Facilities Maintenance Plan Q-Comp Annual Report Annual Review of District Mandated Policies Summary Update of General District Policies Approval of Updated District Policies 		20
Post Meeting Board Workshop Mon, Jun 27, 2022							<ul style="list-style-type: none"> School Board Meeting Self-Assessment

FY 2021-2022
School Board Budget

Account							2020-21 Actual		2021-22	
Budget Unit	Code	ACCOUNT TITLE	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	(Thru February)	Proposed Budget	Notes	
01005010000000	109	SCHOOL BOARD SALARY	\$ 34,850.00	\$ 36,100.00	\$ 35,006.66	\$ 36,300.00	\$ 24,200.00	\$ 36,300.00	\$6,600 Board Chair, \$5,700 Vice Chair, \$4,800 * 5 Directors	
01005010000000	210	FICA	\$ 1,111.69	\$ 2,761.74	\$ 1,918.53	\$ 1,500.00	\$ 912.00	\$ 1,500.00	Board Only recieves a FICA or PERA Benefit, but not both. Estimated .0765 of salary split between 2 codes.	
01005010000000	214	PERA	\$ 1,162.56	\$ 1,135.12	\$ 1,125.08	\$ 1,300.00	\$ 757.56	\$ 1,300.00	Board Only recieves a FICA or PERA Benefit, but not both. Estimated .0765 of salary split between 2 codes.	
01005010000000	305	SERVICE FEES/CONSULTING	\$ 2,695.44	\$ 3,859.35	\$ 15,743.69	\$ 15,000.00	\$ 2,443.95	\$ 16,500.00	FY20 included \$11,000 for School Board Training.	
01005010000000	329	POSTAGE	\$ -	\$ 15.40	\$ 14.35	\$ -	\$ 16.50	\$ -		
01005010000000	366	TRAVEL/CONF/CONV	\$ 3,890.00	\$ 2,115.00	\$ 1,687.52	\$ 5,750.00	\$ 3,970.00	\$ 4,000.00	Attending different conferences/trianings for board members.	
01005010000000	398	CHARGEBACK	\$ 2,083.17	\$ 393.11	\$ 70.00	\$ 250.00	\$ 647.02	\$ 750.00	Printing should probably increase. Business office can now separate Brenda's printing for Board from Superintendent.	
01005010000000	401	GENERAL SUPPLIES	\$ 243.65	\$ 284.92	\$ 545.21	\$ 750.00	\$ 598.93	\$ 500.00		
01005010000000	490	FOOD	\$ 702.79	\$ 456.58	\$ 11.24	\$ 500.00	\$ -	\$ 500.00		
01005010000000	820	DUES/MEMBERSHIPS/LICENSES	\$ 16,067.00	\$ 16,353.00	\$ 16,547.00	\$ 16,650.00	\$ 16,545.00	\$ 16,650.00	\$14,500 MSBA Membership, \$2,100 Board Book Subscription	
Total Expenditures			\$ 62,806.30	\$ 63,474.22	\$ 72,669.28	\$ 78,000.00	\$ 50,090.96	\$ 78,000.00		
Budget			\$ 79,163.00	\$ 78,721.95	\$ 78,748.00					
Variance - Budget to Actual			\$ (16,356.70)	\$ (15,247.73)	\$ (6,078.72)					

Board Considerations:

Jean - Consulting for board training yet this fiscal year

Trudy - Scheduled board training for next year

Jean - Possible board training again next year

Dollars for Community Linkage events yet to be determined

April 26, 2021

To: Dr. Josh Swanson, Superintendent
From: The Business Office
Re: Capital Budget Approval

This is the second reading of the capital outlay and building fund budgets for fiscal year 2022. The documents presented include no changes from the March board meeting.

In keeping with the 2021-22 budget timeline, the capital outlay and building fund budgets are brought to the board for discussion in March and for approval in April. This timeline allows for adequate planning and implementation of projects needed for the 2021-22 school year. Most of larger projects included within the capital budget are spent during the summer months, so approval of this budget is needed earlier than the general operating budget in order to secure bids and quotes.

There are four budget areas within the capital outlay and building funds, mostly due to legal restrictions on the use of the designated revenue streams. Each budget area has its own revenue source and corresponding expenditures aligned to meet the Minnesota Department of Education's guidelines on appropriate use. See the attached table which shows a breakdown of the budget areas, along with a summary of the revenue, expenditures and fund balances for fiscal year 2022.

The expenditure budgets comprise of planned projects to be undertaken in the coming year. They represent the district administrations' recommendation of priority projects necessary to achieve the district's academic & facility goals for fiscal year 2022. The budget recommendation is a culmination of the input and prioritization process, which included site administrators, department administrators with direct oversight of the budget areas, and the superintendent's cabinet. Where applicable, the department of education has reviewed and given its approval of certain projects, including health & safety and long-term facility maintenance projects.

Category	Revenue/Funding Source	Expenditures
Capital Outlay & Building Funds		
Operating Capital	State funding formula (split between State Aid and Levy) per Adjusted Pupil Unit (APU) based upon building age and square footage	<ul style="list-style-type: none"> • Minor building and equipment repair and replacement • Vehicle replacement cycle • Cafeteria table replacements • Classroom furniture • Curriculum adoption needs, new course development • Music instrument replacement • Custodial, Grounds & Transportation equipment • Annual snow removal, dome setup/takedown, inspections • Cellphone tower revenue for allowing companies to lease space for their tower which we use the revenue to invest into activity department expenditures
	Lease levy	Costs for leased spaces as approved by the MDE
Long-Term Facility Maintenance (LTFM)	Proceeds from 2020 bond sale & annual levy	MDE Approved Deferred Maintenance Projects such as: <ul style="list-style-type: none"> • CMS updated running track and field • CMS media center updates • Playground equipment • Flooring replacement • Gym floor refinishing • HS turf field replacements • Roofing, paving, parking lot repairs • Door/hardware replacement
Health & Safety (LTFM)	Annual levy for MDE health & safety related projects	MDE Approved Projects such as: <ul style="list-style-type: none"> • Program management staff • Training (blood-borne pathogen, first aid, CPR, vaccine) • Personal protective equipment • Elevator, fire & other inspections • Equipment, lighting, and hazard replacements/repairs • Annual playground surface
Capital Projects Levy (Technology)	Voter approved annual levy	<ul style="list-style-type: none"> • Technology staff salary & benefits • Student & staff devices (lease payments) • Other technology equipment & peripherals • Infrastructure needs (servers, wiring, switches, data lines) • Software & licenses

Capital and Building Funds
Summary of Revenue, Expenditures and Fund Balance
Fiscal Year 2021-22

Description	(A) Operating Capital	(B) Capital Projects (Tech Levy)	(C) Long-Term Facility Maintenance (LTFM)	(D) Designing Pathways (Bond)	Capital and Building Fund Totals
6/30/21 Projected Fund Balance	\$ 239,203	\$ 1,083,821	\$ 10,730,613	\$ 15,158,087	\$ 27,211,724
Revenues					
Local Levy	\$ 1,185,153	\$ 7,599,850	\$ 3,486,021	\$ -	\$ 12,271,023
Local Levy (Intermediate District #287 Projects)	-	-	100,478	-	100,478
State Aid	929,121	-	-	-	929,121
Building Lease Levy	846,916	-	-	-	846,916
Operating Capital (FY 2021 Adjustment)	4,618	-	-	-	4,618
Operating Capital (FY 2019 Adjustment)	4,114	-	-	-	4,114
Building Lease Levy (Pay18 Adjustment)	(25,985)	-	-	-	(25,985)
Cell Tower Lease Revenue	102,927	-	-	-	102,927
Investment Earnings	-	-	5,000	50,000	55,000
Misc Revenue for Lost/Broken Equipment	-	10,000	-	-	10,000
Device Asset Recovery (Trade in value of devices)	-	80,000	-	-	80,000
E-rate (Telecommunications and Internet Access)	-	101,352	-	-	101,352
Subtotal Revenue	\$ 3,046,863	\$ 7,791,202	\$ 3,591,499	\$ 50,000	\$ 14,479,563
Funds Available	\$ 3,286,066	\$ 8,875,023	\$ 14,322,112	\$ 15,208,087	\$ 41,691,288
Expenditures					
High School	\$ 90,700	\$ -	\$ 1,031,000	\$ -	\$ 1,121,700
High School Activities	94,900	-	-	-	94,900
High School Activities/Extracurricular (Cell Tower)	66,927	-	-	-	66,927
Central Middle School	43,500	-	10,860,000	11,800,000	22,703,500
EHSI/Oak Point Elementary	21,600	-	200,000	500,000	721,600
Cedar Ridge Elementary	12,000	-	250,000	-	262,000
Eden Lake Elementary	-	-	155,000	-	155,000
Forest Hills Elementary	25,000	-	465,000	-	490,000
Prairie View Elementary	4,000	-	60,000	-	64,000
Administrative Services Center	5,500	-	100,000	-	105,500
Lower Campus	-	-	300,000	-	300,000
Education Center	-	-	80,000	-	80,000
District Wide	131,500	-	470,612	-	602,112
Grounds Equipment	154,500	-	-	-	154,500
Transportation - School Buses & Vehicles	130,000	-	350,500	-	480,500
Personalized Learning & Instruction	1,326,850	-	-	1,175,000	2,501,850
Subtotal Expenditures	\$ 2,106,977	\$ -	\$ 14,322,112	\$ 13,475,000	\$ 29,904,089
Lease Levy Expenditures					
Intermediate District #287 Programs	\$ 541,024	\$ -	\$ -	\$ -	\$ 541,024
University of MN - Graduation Venue	15,000	-	-	-	15,000
Golf Program Green Fees	3,500	-	-	-	3,500
Ski Fees	27,000	-	-	-	27,000
City of EP Community Center- Pool and Ice Arena	145,000	-	-	-	145,000
City of Eden Prairie - Com Ed & Transition Programs	39,028	-	-	-	39,028
Hennepin Technical College - Transition Program	5,444	-	-	-	5,444
Metro South Collaborative	67,087	-	-	-	67,087
Hopkins Schools - Other Community Education Programs	3,832	-	-	-	3,832
Subtotal Expenditures	\$ 846,916	\$ -	\$ -	\$ -	\$ 846,916
District-Wide Contingency	\$ 85,000	\$ -	\$ -	\$ -	\$ 85,000
Capital Projects (also known as Technology) Levy	\$ -	\$ 7,618,913	\$ -	\$ -	\$ 7,618,913
Total 2021-22 Capital Expenditures	\$ 3,038,893	\$ 7,618,913	\$ 14,322,112	\$ 13,475,000	\$ 38,454,917
Restricted Fund Balance Estimate @ 6/30/22	\$ 247,173	\$ 1,256,110	\$ -	\$ 1,733,087	\$ 3,236,370
Fund Balance as a Percentage of Expenditures	8.13%	24 16.49%	0.00%	12.86%	8.42%



EDEN PRAIRIE SCHOOLS

Inspiring each student every day

2021-2022 School Board Meeting Calendar

Date	Time	Meeting Type	Location
July 2021			
Monday, Jul 26, 2021	7:30AM	Brief Business Meeting	Administrative Services Center
August 2021			
Monday, Aug 23, 2021	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
September 2021			
Monday, Sep 13, 2021	6:00PM	Board Workshop	Administrative Services Center
Monday, Sep 27, 2021	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
October 2021			
Monday, Oct 11, 2021	6:00PM	Board Workshop	Administrative Services Center
Monday, Oct 25, 2021	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
November 2021			
Monday, Nov 8, 2021	6:00PM	Board Workshop	Administrative Services Center
Monday, Nov 22, 2021	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
December 2021			
Monday, Dec 13, 2021	6:00PM	Truth in Taxation Hearing Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
January 2022			
Monday, Jan 3, 2022	6:00PM 6:30PM	Annual Organizational Meeting Board Workshop	Administrative Services Center
Monday, Jan 24, 2022	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
February 2022			
Monday, Feb 14, 2022	6:00PM	Board Workshop	Administrative Services Center
Monday, Feb 28, 2022	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
March 2022			
Monday, Mar 14, 2022	6:00PM	Board Workshop	Administrative Services Center
Monday, Mar 28, 2022	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center



EDEN PRAIRIE SCHOOLS
Inspiring each student every day

2021-2022 School Board Meeting Calendar

Date	Time	Meeting Type	Location
April 2022			
Monday, Apr 11, 2022	6:00PM	Board Workshop	Administrative Services Center
Monday, Apr 25, 2022	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
May 2022			
Monday, May 9, 2022	6:00PM	Board Workshop	Administrative Services Center
Monday, May 23, 2022	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center
June 2022			
Monday, Jun 13, 2022	6:00PM	Board Workshop	Administrative Services Center
Monday, Jun 27, 2022	6:00PM	Regular Business Meeting Post Board Meeting Workshop	Administrative Services Center

Veronica Stoltz
16813 Thatcher Road
Eden Prairie, MN 55347

April 7, 2021

Dear Superintendent Swanson, Fellow School Board and Cabinet Members:

It is with deep regret I must submit my formal resignation from the Eden Prairie School Board. My husband and I have accepted employment out of state and will be relocating our family this summer. My official last day of service will be Monday, May 24, 2021.

It has been a great privilege to serve as a School Board Director for one of the finest school districts in the state of Minnesota.

Thank you for your support and understanding during this unexpected time of transition.

Sincerely,

A handwritten signature in black ink, appearing to read "Veronica Stoltz", with a long horizontal flourish extending to the right.

Veronica Stoltz
Director
Eden Prairie School Board

Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2019 – June 30, 2020 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	09/28/2020	Yes			Yes
3.1 Unity of Control	09/28/2020	Yes			Yes
3.1.1	09/28/2020	Yes			Yes
3.1.2	09/28/2020	Yes			Yes
3.1.3	09/28/2020	Yes			Yes
3.2 Delegation to the Superintendent	09/28/2020	Yes			Yes
3.2.1	09/28/2020	Yes			Yes
3.2.2	09/28/2020	Yes			Yes
3.2.3	09/28/2020	Yes			Yes
3.2.4	09/28/2020	Yes			Yes
3.3 Superintendent Accountability and Performance	09/28/2020	Yes			Yes
3.3.1	09/28/2020	Yes			Yes
3.3.2	09/28/2020	Yes			Yes
3.3.3	09/28/2020	Yes			Yes
3.3.4	09/28/2020	Yes			Yes
3.3.5	09/28/2020	Yes			Yes

Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2019 – June 30, 2020 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
4.0 Global Governance Commitment	10/26/2020	Yes			Yes
4.0.1	10/26/2020	Yes			Yes ²⁹
4.0.2	10/26/2020	Yes			Yes
4.1 Governing Style	10/26/2020	Yes			Yes
4.1.1	10/26/2020	Yes			Yes
4.1.2	10/26/2020	Yes			Yes
4.1.3	10/26/2020	Yes			Yes
4.1.4	10/26/2020	Yes	The Board acknowledges that the coronavirus pandemic interrupted board development plans.	The board will monitor interest in and provision for development of new board members.	Yes
4.1.5	10/26/2020	Yes			Yes
4.1.6	10/26/2020	Yes			Yes
4.2 School Board Job Products	10/26/2020	Yes			Yes
4.2.1	10/26/2020	Yes			Yes
4.2.2	10/26/2020	Yes			Yes
4.2.2 - A	10/26/2020	Yes			Yes
4.2.2 - B	10/26/2020	Yes			Yes
4.2.2 - C	10/26/2020	Yes			Yes

Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2019 – June 30, 2020 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
4.2.2 - D	10/26/2020	Yes			Yes
4.2.3	10/26/2020	Yes			Yes
4.3 Annual Work Plan	10/26/2020	Yes			Yes
4.3.1	10/26/2020	Yes			Yes ³⁰
4.3.2	10/26/2020	Yes	Annually in June, the Board should make a concentrated effort to either plot placeholder items or delete them.	Annually in June, the Board will make a concentrated effort to either plot placeholder items or delete them.	Yes
4.3.3	10/26/2020	Yes			Yes
4.4 Officer Roles	09/28/2020	Yes			Yes
4.4.1	09/28/2020	Yes			Yes
4.4.1.1	09/28/2020	Yes			Yes
4.4.1.2	09/28/2020	Yes			Yes
4.4.1.3	09/28/2020	Yes			Yes
4.4.1.4	09/28/2020	Yes			Yes
4.4.1.5	09/28/2020	Yes			Yes
4.4.1.6	09/28/2020	Yes			Yes
4.4.1.7	09/28/2020	Yes			Yes
4.4.1.8	09/28/2020	Yes			Yes
4.4.1.9	09/28/2020	Yes			Yes
4.4.2	09/28/2020	Yes			Yes
4.4.3	09/28/2020	Yes			Yes

Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2019 – June 30, 2020 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
4.4.4	09/28/2020	Yes			Yes
4.5 School Board Members' Code of Conduct	09/28/2020	Yes			31 Yes
4.5.1	09/28/2020	Yes			Yes
4.5.2	09/28/2020	Yes			Yes
4.5.2.1	09/28/2020	Yes			Yes
4.5.2.2	09/28/2020	Yes			Yes
4.5.2.3	09/28/2020	Yes			Yes
4.5.3	09/28/2020	Yes			Yes
4.5.3.1	09/28/2020	Yes			Yes
4.5.3.2	09/28/2020	Yes			Yes
4.5.4	09/28/2020	Yes			Yes
4.5.5	09/28/2020	Yes			Yes
4.5.6	09/28/2020	Yes			Yes
4.5.7	09/28/2020	Yes			Yes
4.5.8	09/28/2020	Yes			Yes
4.5.8.1	09/28/2020	Yes			Yes
4.5.8.2	09/28/2020	Yes		2019-20 MSBA Training Schedule Completed	Yes

Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2019 – June 30, 2020 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
4.5.8.3	09/28/2020	Yes			Yes
4.5.8.4	09/28/2020	Yes			Yes
4.5.8.5	09/28/2020	Yes			Yes
4.5.8.6	09/28/2020	Yes			Yes
4.5.8.7	09/28/2020	Yes			Yes ³²
4.6 Process for Addressing School Board Member Violations	09/28/2020	Yes			Yes
4.6.1	09/28/2020	Yes			Yes
4.6.2	09/28/2020	Yes			Yes
4.6.3	09/28/2020	Yes			Yes
4.6.4	09/28/2020	Yes			Yes
4.6.4.1	09/28/2020	Yes			Yes
4.6.4.2	09/28/2020	Yes			Yes
4.7 School Board Committee Principles	09/28/2020	Yes			Yes
4.7.1	09/28/2020	Yes			Yes
4.7.2	09/28/2020	Yes			Yes
4.7.3	09/28/2020	Yes			Yes
4.7.4	09/28/2020	Yes			Yes
4.8					

Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2019 – June 30, 2020 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
School Board Committee Structure	09/28/2020	Yes			Yes
4.8.1	09/28/2020	Yes			Yes
4.8.2	09/28/2020	Yes			Yes
4.8.3	09/28/2020	Yes			Yes ³³
4.8.4	09/28/2020	Yes			Yes
4.9 Governance Investment	10/26/2020	Yes			Yes
4.9.1	10/26/2020	Yes			Yes
4.9.1.1	10/26/2020	Yes			Yes
4.9.1.2	10/26/2020	Yes			Yes
4.9.1.3	10/26/2020	Yes			Yes
4.9.2	10/26/2020	Yes			Yes
4.9.3	10/26/2020	Yes			Yes
4.10 Operation of the School Board Governing Rules	09/28/2020	Yes			Yes
4.10.1	09/28/2020	Yes			Yes
4.10.1.1	09/28/2020	Yes			Yes
4.10.1.2	09/28/2020	Yes			Yes

**Record of Board Policy Monitoring
Ends and Executive Limitations
July 1, 2019 – June 30, 2020**

Monitoring 2019-2020 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	19-20 OI 5/18/20	Yes	Yes				Yes
	Evidence 19-20 10/26/20			Yes	Yes		Yes
	20-21 OI 6/22/20	Yes	Yes				Yes
	21-22 OI 6/28/21						
1.1.1 Each student is reading at grade level by the end of third grade	19-20 OI 5/18/20	Yes	Yes				Yes
	Evidence 19-20 10/26/20			Yes	Yes		Yes
	20-21 OI 6/22/20	Yes	Yes				Yes
	21-22 OI 6/28/21						
1.1.2 Each student achieves individual growth expectations and proficiency annually in, but	19-20 OI 5/18/20	Yes	Yes				Yes
	Evidence 19-20 10/26/20			No	No	Scheduled to Re-monitor Ends 1.1.2 on 2/22/21	No

not limited to, Language Arts, Math and Science	20-21 OI 6/22/20	Yes	Yes				Yes
	21-22 OI 6/28/21						
1.1.3 Each student receives a broad-based education that exceeds the Minnesota State Graduation Requirements	19-20 OI 5/18/20	Yes	Yes				Yes
	Evidence 19-20 10/26/20			Yes	Yes		Yes
	20-21 OI 6/22/20	Yes	Yes				Yes
	21-22 OI 6/28/21						
1.2 Each student demonstrates the 21 st century skills needed to succeed in the global economy	19-20 OI 5/18/20	Yes	Yes				Yes
	Evidence 19-20 10/26/20			Yes	Yes		Yes
	20-21 OI 6/22/20	Yes	Yes				Yes
	21-22 OI 6/28/21						
1.3 Each student demonstrates the knowledge that citizens and residents of the United States need to contribute positively to society	19-20 OI 5/18/20	Yes	Yes				Yes
	Evidence 19-20 10/26/20			Yes	Yes		Yes
	20-21 OI 6/22/20	Yes	Yes				Yes
	21-22 OI 6/28/21						

35

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	12/14/20	Yes	Yes	Yes	Yes		Yes
EL 2.1 Emergency Superintendent Succession	08/24/20	Yes	Yes	Yes	Yes		Yes
EL 2.2 Treatment of Students	08/24/20	Yes	Yes	Yes	Yes		Yes
EL 2.3 Treatment of Parents	09/28/20	Yes	Yes	Yes	Yes		Yes
EL 2.4 Treatment of Staff	10/26/20	Yes	Yes	Yes	Yes		Yes
EL 2.5 Financial Planning and Budgeting	12/14/20	Yes	Yes	Yes	Yes		Yes
EL 2.6 Financial Management and Operations	09/28/20	Yes	Yes	Yes	Yes		Yes
EL 2.7 Asset Protection	08/24/20	Yes	Yes	Yes	Yes		Yes
EL 2.8 Compensation and Benefits	10/26/20	Yes	Yes	Yes	Yes		Yes
EL 2.9 Communication and Support to the School Board	11/23/20	Yes	Yes	Yes	Yes		Yes

36

**Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2020 – June 30, 2021 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	11.23.20	No	Board acknowledges that Director Stoltz was in violation during Board Meeting held on Aug 24, 2020.	Director Stoltz to bring forward a public statement regard violation for consideration for entry into the public record at the Dec 14, 2020 Board Meeting	-Public Statement Completed 12/14/20 ³⁷
3.1 Unity of Control					
3.1.1					
3.1.2					
3.1.3					
3.2 Delegation to the Superintendent					
3.2.1					
3.2.2					
3.2.3	11.23.20	No	Board acknowledges that Director Stoltz was in violation during Board Meeting held on Aug 24, 2020.	Director Stoltz to bring forward a public statement regard violation for consideration for entry into the public record at the Dec 14, 2020 Board Meeting	-Public Statement Completed 12/14/20
3.2.4					

Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2020 – June 30, 2021 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
3.3 Superintendent Accountability and Performance					38
3.3.1					
3.3.2					
3.3.3					
3.3.4					
3.3.5					
4.0 Global Governance Commitment					
4.0.1					
4.0.2					
4.1 Governing Style					
4.1.1					
4.1.2					
4.1.3					
4.1.4					

Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2020 – June 30, 2021 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
4.1.5					
4.1.6					
4.2 School Board Job Products					39
4.2.1					
4.2.2					
4.2.2 - A					
4.2.2 - B					
4.2.2 - C					
4.2.2 - D					
4.2.3					
4.3 Annual Work Plan					
4.3.1					
4.3.2					
4.3.3					
4.4 Officer Roles					
4.4.1					
4.4.1.1					
4.4.1.2					

Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2020 – June 30, 2021 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
4.4.1.3					
4.4.1.4					
4.4.1.5					
4.4.1.6					
4.4.1.7					40
4.4.1.8					
4.4.1.9					
4.4.2					
4.4.3					
4.4.4					
4.5 School Board Members' Code of Conduct	Mar 22, 2021	Yes	Board Director Stoltz' actions after the Board Meeting on Aug 24, 2020 were not ethical or businesslike and did not display appropriate decorum. Her actions led to significant risk of the Board committing a legal violation. Significant violations occurred on policies 4.5.1, 4.5.3, 4.5.4, 4.5.6, and 4.5.7. Director's Stoltz's actions caused division among the Board that have taken and will continue to take significant action to address.	Director Stoltz will be required by the Board to retake the Phase 1 and Phase 2 training as described in policy 4.5.8.2 and 4.5.8.3 by the end of January 2021 and the Introduction to Policy Governance Course as described in 4.5.8.1 at a date to be determined in early 2021. Director Stoltz will also be removed from her appointment to the Board Development Committee. Director Stoltz will bring forward a public statement regarding these violations for consideration for entry into the	-MSBA Phase 1 Completed 12/8/20 -MSBA Phase 2 Completed 12/17/20 -Public Statement Completed 12/14/20 -Intro to Policy Governance

**Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2020 – June 30, 2021 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
				public record at the December 14, 2020 Board meeting.	Training Completed 1/17/21
4.5.1	Mar 22, 2021	Yes			41
4.5.2	Mar 22, 2021	Yes			
4.5.2.1	Mar 22, 2021	Yes			
4.5.2.2	Mar 22, 2021	Yes			
4.5.2.3	Mar 22, 2021	Yes			
4.5.3	Mar 22, 2021	Yes			
4.5.3.1	Mar 22, 2021	Yes			
4.5.3.2	Mar 22, 2021	Yes			
4.5.4	Mar 22, 2021	Yes			
4.5.5	Mar 22, 2021	Yes			
4.5.6	Mar 22, 2021	Yes			
4.5.7	Mar 22, 2021	Yes			
4.5.8	Mar 22, 2021	Yes			
4.5.8.1	Mar 22, 2021	Yes			
4.5.8.2	Mar 22, 2021	Yes			
4.5.8.3	Mar 22, 2021	Yes			
4.5.8.4	Mar 22, 2021	Yes			
4.5.8.5	Mar 22, 2021	Yes			
4.5.8.6	Mar 22, 2021	Yes			

Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2020 – June 30, 2021 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
4.5.8.7	Mar 22, 2021	Yes			
4.6 Process for Addressing School Board Member Violations					42
4.6.1					
4.6.2					
4.6.3					
4.6.4					
4.6.4.1					
4.6.4.2	Nov 9, 2020	No		Director Stoltz will be required by the Board to retake the Phase 1 and Phase 2 training as described in policy 4.5.8.2 and 4.5.8.3 by the end of January 2021 and the Introduction to Policy Governance Course as described in 4.5.8.1 at a date to be determined in early 2021. Director Stoltz will also be removed from her appointment to the Board Development Committee. Director Stoltz will bring forward a public statement regarding these violations for consideration for entry into the	-MSBA Phase 1 Completed 12/8/20 -MSBA Phase 2 Completed 12/17/29 -Public Statement Completed 12/14/20

Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2020 – June 30, 2021 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
				public record at the December 14, 2020 Board meeting.	-Intro to Policy Governance Training Completed 1/17/21 ⁴³
4.7 School Board Committee Principles					
4.7.1					
4.7.2					
4.7.3					
4.7.4					
4.8 School Board Committee Structure					
4.8.1					
4.8.2					
4.8.3					
4.8.4					
4.9 Governance Investment					
4.9.1					
4.9.1.1					

Record of Board Self-Evaluation
Governance Policies
(July 1, 2020 – June 30, 2021)
Monitoring July 1, 2020 – June 30, 2021 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
4.9.1.2					
4.9.1.3					
4.9.2					
4.9.3					44
4.10 Operation of the School Board Governing Rules	Nov 9, 2020	No	Board acknowledges that Director Stoltz was in violation during Board Meeting held on Aug 24, 2020.	Director Stoltz to bring forward a public statement regard violation for consideration for entry into the public record at the Dec 14, 2020 Board Meeting	Public Statement Completed 12/14/20
4.10.1	Nov 9, 2020	No			
4.10.1.1	Nov 9, 2020	No			
4.10.1.2	Nov 9, 2020	No			
	Nov 9, 2020	No			

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:

Cedar Ridge Elementary:

- Donation of \$200.00 – Art Benson Attorney at Law, Minneapolis, MN – funds to be used for new Book Vending Machines.

Eden Prairie High School – Robotics Team 2502

- Donation of \$500.00 – Stinger – support of robotics and STEM
- Donation of \$3,000 – Emerson – support of robotics and STEM

Eden Lake Elementary:

- Donation of \$20.00 – Charities AID Foundation of America, CyberGrants LLC, Andover, MA Best Buy Employee Giving Program (Justin Fletcher), Eden Prairie – funds to be used for supplemental supplies.

TASSEL Program

- Donation of Gift Cards:
 - o \$30.00 worth of gift cards for Buffalo Wings (Randie Rasmusson, Victoria, MN) – cards to be used as incentives for students
 - o \$30.00 gift card to Target (Stephanie Miller, Eden Prairie, MN) – card to be used as incentives for students
 - o \$30.00 gift card to Wendy's (Darla Nemec, Eden Prairie, MN) - card to be used as incentives for students
 - o \$30.00 gift card to Taco Bell (Darla Nemec, Eden Prairie, MN) - card to be used as incentives for students
 - o \$30.00 gift card to Subway (Darla Nemec, Eden Prairie, MN) - card to be used as incentives for students

SUPERINTENDENT CONSENT AGENDA

A. Semi-Monthly Reports

HUMAN RESOURCES

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

a. Change in Assignment

Bellfield, Terrell – Facilities & Safety Coordinator, Administrative Services Center, 8 hours/day, 5 days/week, 260 days/year, effective 3/29/2021.

2. Human Resources - Licensed Staff

a. New Hires

Budde, Amanda – Art, 0.8 FTE, Central Middle School, effective 3/22/2021 through 6/1/2021.

Campbell, Tara – Business & Management, 1.0 FTE, Central Middle School, effective 8/30/2021.

Dokken, Joseph – Art Teacher, 1.082 FTE, EP Online/Eden Lake Elementary/Prairie View Elementary, effective 4/19/2021 through 6/1/2021.

Doty, Patrick – Engineering & Technology, 1.0 FTE, Central Middle School, effective 8/30/2021.

Johnson, Daniel – Mathematics, 0.333 FTE, Eden Prairie High School, effective 4/13/2021 through 6/1/2021.

Keith, Austin – Engineering & Technology, 1.0 FTE, Central Middle School, effective 8/30/2021.

Seashore, Carolyn – Elementary Long Term Substitute, 1.0 FTE, EP Online, effective 3/25/2021 through 6/1/2021.

b. Resignation/Retirements

Clay, John – Elementary Education Teacher, 1.0 FTE, Eden Lake Elementary, effective 6/1/2021.

Mohs, Dawnya – Licensed School Nurse, 0.8 FTE, Central Middle School, effective 3/23/2021.

Schlaeger, Brittany – Special Education Teacher, 1.0 FTE, Oak Point Elementary, effective 6/1/2021.

Schufman, Margaret – Family & Consumer Science, 0.75 FTE, Eden Prairie High School, effective 6/1/2021.

3. Human Resources - Classified Staff

a. New Hires

CLASS

Johnson, Lora – Finance Assistant, Administrative Services Center, 8 hours/day, 5 days/week, 260 days/year, effective 5/3/2021.

MSEA

Abdihakim, Maryam – Lunchroom Paraprofessional, Prairie View Elementary, 2 hours/day, 5 days/week, 172 days/year, effective 4/7/2021.

Ashley, Leanne – Lunchroom Paraprofessional, Cedar Ridge Elementary, 2 hours/day, 5 days/week, 172 days/year, effective 4/13/2021.

De Santiago Contreras, Carlos – Playground Paraprofessional, Cedar Ridge Elementary, 2 hours/day, 5 days/week, 172 days/year, effective 4/7/2021.

Gupta, Sonal – Lunchroom/Playground Paraprofessional, Oak Point Elementary, 3.5 hours/day, 5 days/week, 30 days/year, effective 4/19/2021 through 5/28/2021.

Joyce, Amber – Special Education Paraprofessional, District Wide, 6 hours/day, 5

days/week, 39 days/year, effective 4/6/2021 through 5/28/2021.

Lamb, Rachael – Student Supervisor, Central Middle School, 5 hours/day, 5 days/week, 178 days/year, effective 3/22/2021.

b. Change in Assignment

CLASS

Kurtz, Jessica – American Indian Communications Specialist, District Wide, effective 4/1/2021.

c. Resignations/Retirements

BUILDING SERVICES

Phillips, Jeffrey – Custodian (Night, Non-Licensed), Oak Point Elementary, effective 4/6/2021.

CLASS

Anderson, Alan – Activities Facilities Monitor, Eden Prairie High School, effective 5/31/2021.

Fagerlie, Martha – Cultural Liaison, Cedar Ridge Elementary, effective 5/28/2021.

Hagge, Dorrie – Office Professional – Media, Eden Lake Elementary, effective 5/28/2021.

Lynes, Andrew – Security Assistant, Oak Point Elementary, effective 3/26/2021.

Tucker, Adam – Technology Support Specialist, Administrative Services Center, effective 4/9/2021.

FOOD SERVICE

Robertson, Danielle – Food Service Assistant I, Eden Lake Elementary, effective 5/28/2021.

MSEA

Auld, Keannadra – Special Education Paraprofessional, Oak Point Elementary, effective 5/28/2021.

Hagge, Dorrie – Kindergarten Paraprofessional, Eden Lake Elementary, effective 5/28/2021.

Molenaar, Melisa – Little Eagles Preschool Professional, Community Education, effective 5/28/2021.

Wadnal, Sharon – Special Education Paraprofessional, Forest Hills Elementary, effective 5/28/2021.

TRANSPORTATION

Ashkir, Zakaria – Bus Driver, Transportation, effective 4/15/2021.

4. Probationary Release

Bartell, Amy – Little Eagles Preschool Teacher, Community Education, effective 6/2/2021.

Fagerlie, Martha – Little Eagles Preschool Teacher, Community Education, effective 6/2/2021.

Krause, Kourtney – Little Eagles Preschool Teacher, Community Education, effective 6/2/2021.

Nandory, Kyleigh – Little Eagles Preschool Teacher, Community Education, effective 6/2/2021.

Zehms, Therese – Little Eagles Preschool Teacher, Community Education, effective

6/2/2021.

Board Business:

General Consent Agenda

Approval of Payments, all funds, March 2021

Check #409189-409491	\$1,638,468.29
Electronic Disbursements	\$11,334,329.29
TOTAL	\$12,972,797.58

Acknowledgment of Electronic Transfers March 2021

INVEST DATE	FROM	TO	INTEREST RATE	MATURITY DATE	PRINCIPAL
02/25/2021	PMA Financial	MNTrust	.060%	03/25/2021	\$3,000,138.09
02/25/2021	PMA Financial	MNTrust	.060%	03/25/2021	\$2,000,092.06
02/25/2021	PMA Financial	MNTrust	.060%	03/25/2021	\$8,500,391.24
07/23/2019	PMA Financial	MNTrust	1.741%	03/29/2021	\$2,573,336.64
10/22/2019	PMA Financial	MNTrust	1.518%	04/22/2021	\$255,355.30

**EDEN PRAIRIE SCHOOLS
GENERAL FUNDS
MONTHLY REVENUE/EXPENDITURE REPORT
FOR THE MONTH ENDING: Mar-21**

REVENUES/TRANSFERS IN (BY SOURCE CODE)					
SOURCE	DESCRIPTION	YEAR TO DATE RECEIVED	CURRENT FULL YEAR PROJECTION	THIS YEAR % RECEIVED	LAST YEAR % RECEIVED
001-020	TAXES	\$ 18,851,905	\$ 26,145,086	72.10%	71.68%
021-040	TUITION	-	70,000	0.00%	53.00%
041-089	FEES & ADMISSIONS	374,625	416,968	89.84%	96.12%
090-199	MISC REVENUE	285,342	927,000	30.78%	116.52%
200-399	STATE AID	52,274,105	82,737,316	63.18%	72.16%
400-499	FEDERAL PROGRAMS	2,444,668	5,667,471	43.14%	0.92%
600-649	SALES	24,900	56,100	44.38%	81.03%
		\$ 74,255,544	\$ 116,019,941	64.00%	71.14%
	CAPITAL OUTLAY	62,265	12,411,809	0.50%	1.78%
	STUDENT ACTIVITIES	929,186	1,800,000	51.62%	100.67%
	MEDICAL ASSISTANCE	51,894	150,000	34.60%	9.37%
	SCHOLARSHIPS	11,500	8,500	135.29%	#DIV/0!
Revenue Notes:					

EXPENDITURES/TRANSFERS OUT (BY OBJECT CODE)					
OBJECT	DESCRIPTION	YEAR TO DATE EXPENDED	CURRENT FULL YEAR PROJECTION	THIS YEAR % EXPENDED	LAST YEAR % EXPENDED
100	SALARIES	\$ 46,192,085	\$ 76,031,123	60.75%	62.00%
200	BENEFITS	15,015,163	24,654,929	60.90%	62.16%
300	PURCHASED SVCS	5,481,932	9,444,364	58.04%	62.32%
400	SUPPLIES & EQUIPMENT	3,609,982	5,856,038	61.65%	73.11%
800	OTHER EXPENSES	173,749	659,969	26.33%	19.06%
900	TRANSFERS & CONTINGENCY	-	482,355	0.00%	0.00%
		\$ 70,472,911	\$ 117,128,778	60.17%	62.00%
	CAPITAL OUTLAY	8,126,680	12,000,315	67.72%	74.56%
	STUDENT ACTIVITIES	886,703	1,800,000	49.26%	92.95%
	MEDICAL ASSISTANCE	134,375	175,654	76.50%	67.05%
	SCHOLARSHIPS	-	20,620	0.00%	#DIV/0!
Expenditure Notes:					

April 26, 2021

To: Dr. Josh Swanson, Superintendent
From: Jason Mutzenberger, Executive Director of Business Services
Re: TASSEL Transition Program Space Lease

The TASSEL Transition Program is currently located within the Education Center at the City of Eden Prairie along with the Community Education program. The passage of the Designing Pathways Referendum in 2019 has allowed the 4-year old preschool students to relocate to neighborhood elementary schools beginning fall 2021 which allows space for the Community Education program to relocate to the Lower Campus building. This change will save the district approximately \$500,000 per year in rent and operating expenses.

The TASSEL Transition program is designed for students with disabilities requiring an individualized educational plan (IEP), 18-21 years old, who have significant needs in at least two of the three transition areas: post-secondary education & training, employment, and independent living skills. Students qualify for transition support through the IEP planning process during high school. Placement in TASSEL is determined on an individual basis and by the student's specific transition needs. Transportation is provided to programming and work sites during the school day.

The district has been working with the City to redraft the current lease agreement, which has been in place since 1993, last revised in May 2014. The new lease removes the Community Education space but expands the TASSEL space to provide ample room for continued program growth. Notable details of this lease are as follows:

- The agreement is for 10 years while providing the district an opportunity to terminate with an 18-month written notice
- The new lease space measures 10,000 square feet
- Base rent per square foot is \$7.35 in year one increasing to \$9.18 in year ten. This is the same rate structure as our current contract with the City and is well below current market rate for similar space to lease within the City
- The new lease will continue to be funded by the tax levy and reduce taxpayers annual property tax bill.

The lease has been reviewed by the district's legal council. We are requesting School Board approval of the new lease upon which City Council will then take action. This has been a great partnership over the past and we look forward to many more years working together for the benefit of Eden Prairie.

**LEASE AGREEMENT BETWEEN THE CITY OF EDEN PRAIRIE
AND INDEPENDENT SCHOOL DISTRICT NO. 272**

This Lease Agreement (“Lease”) is made as of this ____ day of _____, 2021 by and between The City of Eden Prairie, a Minnesota municipal corporation (“Landlord”) and Independent School District No. 272, a public school corporation under the laws of Minnesota (“Tenant”).

Recitals

- A. Landlord and Tenant are parties to that certain Lease Agreement between the City of Eden Prairie and Independent School District No. 272 dated May 20, 2014, as amended by that certain First Amendment to Lease Agreement between the City of Eden Prairie and Independent School District No. 272 dated January 6, 2015 (the “Original Lease Agreement”).
- B. The Original Lease Agreement provides for a lease termination date of May 31, 2024.
- C. Tenant has notified Landlord of its intent to terminate the Original Lease Agreement effective December 31, 2021 due to non-appropriation as provided by Section 19.B of the Original Lease Agreement.
- D. Tenant wishes to continue leasing a portion of the premises covered by the Original Lease Agreement for purposes of housing its TASSEL Transition Program (the “TASSEL Space”).
- E. Landlord and Tenant desire to enter into a new lease agreement for the TASSEL Space.

Now, Therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to the following

- 1. **DEFINITIONS.** The following terms have the following meanings in this Lease:
 - 1.1. **Project:** The land, building, and improvements presently situated thereon located at 8100 Mitchell Road in the City of Eden Prairie, Hennepin County, State of Minnesota. The land is further described in Exhibit A attached hereto.
 - 1.2. **Building:** The present building situated within and a part of the Project, now known as the Eden Prairie City Center.
 - 1.3. **Premises:** A portion of the westerly part of the lower level of the building, as depicted on Exhibit B attached hereto.

- 1.4. Rentable Area of the Premises: The Rentable Area of the Premises will be determined in accordance with Section 3. The Rentable Area of the Premises as of the date hereof is 10,000 square feet.
- 1.5. Rentable Area of the Building: The Rentable Area of the Building will be determined in accordance with Section 3. The Rentable Area of the Building as of the date hereof is 241,527 square feet.
- 1.6. Commencement Date: January 1, 2022.
- 1.7. Possession Date: The Effective Date of this Lease
- 1.8. Effective Date. The date listed in the introductory paragraph to this Lease.
2. PREMISES. Landlord hereby Leases to Tenant, and Tenant hereby Leases from Landlord, for the Term and upon the conditions hereinafter provided, the Premises.
3. RENTABLE AREA.
 - 3.1. The Rentable Area of the Premises is 10,000 square feet. The actual Rentable Area of the Premises will be determined as follows:
 - 3.1.1. On a single-tenancy floor, the Rentable Area of the Premises is computed by measuring from the plane established by the centerline of exterior walls of the floor and includes all areas within such exterior walls including, without limitation, all janitor closets, electrical, telephone and mechanical closets, fan rooms, air conditioner rooms and maintenance rooms.
 - 3.1.2. On a multi-tenancy floor, the Rentable Area of the Premises is computed by measuring from the interior dominant face of exterior walls in accordance with clause 3.1.1 above to the tenant face of a common area or the centerline of demising walls that separate the Premises from adjoining portions (other than Common Areas) of the floor of the Building.
 - 3.1.3. The Rentable Area of the Building is the sum of the Rentable Areas of all floors in the Building measured in the manner described in clause 3.1.1 and 3.1.2 hereof.
 - 3.2. Landlord may at any time prepare a Supplement to this Lease confirming the Rentable Area of the Premises. Tenant must execute and return such Supplement within 30 days after submission unless Tenant gives written notice within such 30 day period specifying in reasonable detail Tenant's objections to the Supplement.
4. LEASEHOLD IMPROVEMENTS. Tenant accepts the Premises in its condition as of the date hereof. Tenant will contract for the improvements identified on the attached Exhibit C and pay for such improvements at its sole cost and expense. Landlord approves the

improvements identified on Exhibit C. Any improvements by Tenant other than those listed on Exhibit C require Landlord's prior approval as provided in Section 12 of this Lease.

5. TERM. This Lease commences on January 1, 2022 and will continue for a period terminating on December 31, 2031 (the "Term"). In addition, Tenant may extend the Term for one additional 10-year term (the "Extended Term"). The Extended Term will be subject to all terms and conditions of this Lease, provided, however, Annual Rent for the Extended Term must be agreed to by Landlord and Tenant. In the event Landlord and Tenant are unable to agree, the Annual Rent will increase 2.5% per year for each year of the Extended Term.
6. BASE RENT. Base Rent will consist of "Annual Rent".

- 6.1. Annual Rent. Tenant's obligation to pay Annual Rent commences on January 1, 2022. Tenant must pay as "Annual Rent" for the Premises the following amounts for the following periods:

Period	Rate per square foot	Annual Rent	Monthly Rent
Year 1	\$7.35	\$73,500.00	\$6,125.00
Year 2	\$7.54	\$75,400.00	\$6,283.33
Year 3	\$7.73	\$77,300.00	\$6,441.67
Year 4	\$7.92	\$79,200.00	\$6,600.00
Year 5	\$8.12	\$81,200.00	\$6,766.67
Year 6	\$8.32	\$83,200.00	\$6,933.33
Year 7	\$8.53	\$85,300.00	\$7,108.33
Year 8	\$8.74	\$87,400.00	\$7,283.33
Year 9	\$8.96	\$89,600.00	\$7,466.67
Year 10	\$9.18	\$91,800.00	\$7,650.00

- 6.2. The Base Rent must be paid monthly, in twelve equal installments, on the first day of each month during the Lease Term to Landlord at the place to which notices to Landlord are to be sent, or to such other party or to such other address as Landlord may designate from time to time by written notice to Tenant, without demand and without abatement, deduction, set-off or counterclaim.

7. ADDITIONAL RENT.

- 7.1. Certain Definitions.

- 7.1.1. “Additional Rent” means Tenant’s Share of Operating Costs and Tenant’s Share of Tax Costs and all other sums of money required under this Lease to be paid to Landlord or others by Tenant.
- 7.1.2. “Tenant’s Share,” as it applies to Operating Costs (“Tenant’s Share of Operating Costs”), means the percentage (calculated to three decimal places) obtained by dividing the Rentable Area of the Premises by the Rentable Area of the Building (regardless of whether it is rented, owner occupied or vacant).
- 7.1.3. “Tenant’s Share,” as it applies to Tax Costs (“Tenant’s Share of Tax Costs”), means at any given point in time, the percentage (calculated to three decimal places) obtained by dividing the Rentable Area of the Premises as to which Tax Costs now, or in the future, are imposed by that portion of Rentable Area of the Building (regardless of whether such portion is rented, owner occupied or vacant) for which real estate taxes are then payable. (By way of example, if the Tenant’s Rentable Area of the Premises are not taxed, then the numerator is zero and no percentage of taxes is payable, as illustrated: $0 \div 100,000 \text{ sq. ft. of taxable area} = 0$). If the Tenant’s Premises or part thereof become taxable for any reason, then the Tenant will pay the percentage of taxes attributable to that portion of the Premises which is taxable in proportion to the taxable portion of the Project. If at some time in the future the Rentable Area of the Premises is assessed Tax Costs at a different tax rate than other portions of the Building then the parties must meet and determine an equitable method of determining Tenant’s Share so as to take into account the impact of such differing tax rates.
- 7.2. Operating Costs. “Operating Costs” means all costs, charges and expenses incurred by Landlord during the Term in operating, securing, maintaining and repairing the Project and making replacements including but not limited to: the costs of heat, cooling, utilities, insurance (including, but not limited to, fire and casualty insurance, boiler and pressure vessel insurance, war risk insurance), security, landscaping, janitorial and cleaning services relating to the Common Areas; all employment costs including salaries, wages and fringe benefits; all management fees applicable to the Project, including expenses reimbursable to any manager and rental of property management office retained by Landlord; fees for professional services; charges under maintenance and service contracts applicable to the Project (less the cost of maintenance and service provided by Tenant which would otherwise have been provided under such contracts); all supplies purchased for use in the Project (less the cost of supplies furnished by the Tenant which would have otherwise been furnished by Landlord); all maintenance and repair costs; any equipment rental; installments of special assessments, including interest thereon, as well as interest on deferred assessments assessed, levied or imposed on the Project; amortization of the cost over the useful life of the capital improvements made to (i) reduce Operating Costs or limit increases therein, or (ii) required by Landlord’s insurance carrier or (iii) required by any law, rule, regulation or order of any

governmental or quasi-governmental authority having jurisdiction; any and all other costs of operation, whether ordinary or extraordinary for the Project, including Common Areas. Operating Costs do not include leasing commissions, payments of principal and interest relating to any mortgages, or other encumbrances on the Project, or amortization of the capital cost of the Project except as provided above.

- 7.3. Tax Costs. “Tax Costs” means all real estate taxes, levies, and charges assessed, levied or imposed on the Project and payable during the Term including all other taxes, service payments in lieu of taxes, excises, levies, fees, or charges, general and special, ordinary and extraordinary, of any kind, which are assessed, levied, charged, confirmed, or imposed by any public authority upon the Project and payable during the Term, and all reasonable attorneys’ fees, witness fees, court costs, and other reasonable expenses of Landlord in connection with any proceeding reasonably undertaken to contest these amounts; provided, however, that “Tax Costs” does not include sales tax, taxes on net income, capital, stock, successions, transfers, franchises, gifts, estates and inheritances.
- 7.4. Payment Of Additional Rent. As frequently as Landlord deems appropriate, Landlord will give Tenant notice of Landlord’s estimate of Tenant’s Share of Tax Costs and Tenant’s Share of Operating Costs, together “Additional Rent,” for the then-current calendar year (“Estimated Additional Rent”). Tenant must, for the entire Term of this Lease, and without any abatement, set off, or deduction, pay as Additional Rent 1/12th of Estimated Additional Rent on or before the first day of each month.
- 7.5. Additional Rent Adjustments. Within a reasonable time at the expiration of each calendar year, Landlord must submit to Tenant a statement setting forth (a) the Tax Costs and Operating Costs actually incurred for such calendar year (“Actual Tax/Operating Costs”), (b) Tenant’s Share of Tax/Operating Costs, based upon the Actual Tax/Operating Costs and (c) the aggregate of Tenant’s payments of Tenant’s Estimated Additional Rent for such year. If the Additional Rent based upon the Actual Tax/Operating Costs exceeds Tenant’s payments of Estimated Additional Rent for that year, Tenant must pay to Landlord the difference between (b) and (c) within 30 days after the delivery of such statement (including any statement delivered after the expiration or termination of the Term of this Lease or any extension). If the Additional Rent based upon the Actual Tax/Operating Costs are less than the Estimated Additional Rent paid by Tenant for that year, Landlord must either credit installments of Base Rent due under this Lease or, to the extent that no further Base Rent will become due under this Lease, pay Tenant the difference between (b) and (c) within 30 days after such statement is delivered to Tenant.
- 7.6. In the event Landlord proposes to undertake an improvement with respect to which one or more special assessments are to be levied against the Project, Landlord must provide notice to Tenant in the same manner, and as required to be given to the owner(s) of property against which the special assessments are to be levied. The Landlord hereby assigns to the Tenant the Landlord’s right (as to the Premises) to

appeal to district court pursuant to Minnesota Statute Section 429.081 as the same may be amended from time to time any assessment against the Project that is a charge against the Premises.

8. PERMITTED USES.

- 8.1. Tenant may use and occupy the Premises for educational purposes consistent with the programs authorized by state law to be operated by a public school district in the State of Minnesota (the “Permitted Uses”). Any amendment to the Permitted Uses requires the written agreement of the parties. The Landlord must not unreasonably withhold its consent to a use proposed by the Tenant that is consistent with the Tenant’s educational programs and otherwise allowed pursuant to the zoning codes and regulations then applicable to the Project. It will not be considered unreasonable for the Landlord to withhold its consent if the use proposed by the Tenant would cause interference with the quiet use and enjoyment of the Building or the Project by the other tenants or occupants.
- 8.2. Tenant must not use or occupy the Premises for any other use or for any unlawful purpose, and must comply with all present and future laws, ordinances, regulations, and orders of all governmental units having jurisdiction over the Premises. Tenant must not cause or permit any unusual noise, vibrations, odors, or nuisance in or about the Premises, overloading of the electrical, water and/or plumbing facilities in the Premises or Building, or throw or cause to be thrown foreign substances into plumbing facilities. Landlord disclaims any warranty that the Premises are suitable for Tenant’s use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard. Neither Landlord nor Tenant must use the Premises or permit any use that interferes with the use of the Project by other tenants or occupants.
- 8.3. Tenant must not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Project; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement will be conclusive evidence that the increase in such rate is due to such activity or equipment and, as a result, Tenant will be liable for and must reimburse Landlord for such increase and, further, must discontinue or cause the discontinuance of such conduct or must remove such equipment upon Landlord’s demand made at any time thereafter.

Tenant must not, and must not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees to at any time handle, use, manufacture, store or dispose of in or about the Premises any (collectively “Hazardous Materials”) flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws

and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively “Environmental Laws”), nor must Tenant suffer or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws, in the Premises and appurtenant land or allow the Premises to become contaminated with any Hazardous Materials. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises for the purposes of the Permitted Use; provided that Tenant must always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises or appurtenant land or the environment. Tenant will protect, defend, indemnify, and hold the Landlord harmless from and against any and all loss, claims, liability or costs (including court costs and attorneys’ fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials (even though permissible under all applicable Environmental Laws or the provisions of this Lease), or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section 8.3.

9. COMMON AREAS.

- 9.1. “Common Areas” means all areas, space, equipment and special services provided by Landlord in the Project for the common or joint use or benefit of Landlord, Tenant and other tenants of the Building, their officers, employees, agents, customers, invitees and licensees, including but not limited to driveways, truckways, delivery passages, safety improvements, foundations, roof, exterior walls, utility systems lines, conduits and appurtenances thereto, truck loading areas, trash facilities, walkways, sidewalks, parking areas, open and closed courts and malls, landscaped and planted areas, public restrooms, stairs, ramps, escalators, the cafeteria, lounges, drinking fountains, elevators, and the equipment and facilities appurtenant to each of the aforesaid.
- 9.2. In addition to the use of the Premises, Tenant will have the right of non-exclusive use, in common with others, of the Common Areas and of such loading facilities, freight elevators, and other Common Areas as may be constructed and designed, from time to time, by Landlord in any improvements added to the Project, all to be subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as are prescribed by Landlord. Tenant agrees, subject to this Section 9, that the use of the Common Areas by Tenant or Tenant’s officers, servants, employees, agents, guests, or invitees, is subject to the exclusive control and management of Landlord.

- 9.3. Landlord must operate and maintain the Common Areas, including without limitation, (i) removal of snow and ice from parking areas included in the Common Areas; (ii) general lawn maintenance; (iii) general maintenance of exterior plants, shrubs, and trees; and (iv) general maintenance of interior plants, in a manner deemed by Landlord, in its sole discretion, reasonably appropriate and for the best interests of the occupants of the Project.
- 9.4. Landlord may exclude Tenant from Common Areas during construction or improvement of the Project. If Landlord excludes Tenant from Common Areas, Landlord must provide alternative areas sufficient to permit Tenant to continue operations.

10. ASSIGNMENT AND SUBLETTING.

- 10.1. Tenant may not assign, transfer, mortgage, or encumber this Lease or the Premises or sublet or rent or permit occupancy or use of all or any part of the Premises by any third party nor will any assignment or transfer of this Lease be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment") without prior written consent of the Landlord; provided however that an Assignment may be made to an entity that will use and occupy the Premises for the purpose of providing on Tenant's behalf the Permitted Uses pursuant to Section 8.1. An Assignment must not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor will the collection or acceptance of rent from any transferee under an Assignment constitute an acceptance of the Assignment or a waiver or release of Tenant or any transferee of any covenant or obligation contained in this Lease, nor will any Assignment be construed to relieve Tenant from the requirement of complying with the terms of this paragraph with respect to any further Assignment.
- 10.2. If Tenant desires at any time to make an Assignment, it must first notify Landlord of its desire to do so and must submit in writing to Landlord (i) the name of the proposed assignee, mortgagee, subtenant or other transferee (any of the foregoing being hereinafter referred to as an "Assignee"), (ii) the nature of the proposed Assignee's business to be carried on the Premises, and (iii) a copy of the proposed Assignment agreement and any other agreements to be entered into concurrently with such Assignment, including full disclosure of all financial terms. The furnishing of such information will not limit any of Landlord's rights or alternatives under this Section 10.
- 10.3. In the event Landlord and Tenant consummate an Assignment, Tenant will not in any manner be released of Tenant's duties and obligations under this Lease, but must on the contrary continue to perform such duties and obligations including, but not limited to, the payment of all rents and charges hereunder. In addition, an Assignment must specifically provide that the Assignee assumes the obligations of Tenant under this Lease and provide that no Assignment may be made by the Assignee without the consent of Landlord.

11. MAINTENANCE.

- 11.1. Tenant must keep and maintain, including the provision of janitorial services, the Premises and the fixtures and equipment therein in first class, properly functioning, safe, orderly and sanitary condition, will make all necessary repairs and replacements thereto, will suffer no waste or injury thereto, and must at the expiration of the Term or other termination of this Lease, surrender the same with all improvements in the same order and condition in which they were on the Commencement Date, or in such better condition as they may hereafter be put, ordinary wear and tear excepted. Janitorial services provided by Tenant must include, but not be limited to, maintenance such as removal of trash, cleaning of bathrooms and kitchens, sweeping and periodic waxing or vacuuming of floor surfaces, periodic cleaning of walls, ceilings and windows, and interior painting, as necessary.
- 11.2. Landlord must make all necessary repairs and replacements to the outer walls, roof, downspouts, gutters and basic structural elements and Common Areas of the Project. Landlord must also make all necessary repairs and replacements to the portions of the Building systems (plumbing, sewage, heating, air conditioning and electrical) providing service jointly to the Premises and other portions of the Building. The cost of all repairs and replacements made by Landlord hereunder will be included in the Operating Costs. Tenant is responsible for all other portions of the Building systems serving the Premises.
- 11.3. Notwithstanding anything apparently to the contrary in this Section 11, any cost of repairs or improvements to the Project, to the Premises or to any Common Areas (“Expenditures”) that are occasioned by the negligence or fault of Tenant, its officers, employees, agents or invitees, or by requirements of law, ordinance or other governmental directive and that arise out of the nature of Tenant’s use and occupancy of the Premises or the installations of Tenant in the Premises must be paid for by Tenant, as Additional Rent hereunder, immediately upon billing. Expenditures not attributable to Tenant pursuant to the above sentence will not be considered “Operating Costs” pursuant to Section 7.2 hereof attributable to and charged to the Tenant.

12. ALTERATIONS; SIGNS; EQUIPMENT; MOVING.

- 12.1. Tenant must not make or permit anyone to make any alterations, additions, or improvements, or otherwise, in or to the Premises without notice to Landlord. Tenant will not make any structural change or addition in the Premises without the consent of Landlord. No Assignee of Tenant may make any alteration, decoration, addition, or improvement, structural or otherwise, in or to the Premises without notice to and consent of Landlord. Prior to the commencement of any work by Tenant, Tenant must obtain public liability and workers' compensation insurance to cover every contractor to be employed by Tenant, and must deliver duplicate

originals of all certificates of such insurance to Landlord for written approval. The Tenant must not permit any mechanic's or other liens to be established or remain against the Premises for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals, or replacements made by the Tenant. In the event that any mechanic's lien is filed against the Premises as a result of any work or act of Tenant, Tenant, at its expense, must discharge or bond off the same within sixty (60) days from the filing thereof. If Tenant fails to discharge said mechanic's lien, Landlord may bond or pay without inquiring into the validity or merits of such lien and all sums so advanced must be paid to Landlord by Tenant as Additional Rent. Regardless of whether Landlord's consent is required or obtained hereunder: (i) all alterations must be made in accordance with applicable laws, codes, and insurance guidelines, and must be performed in a good and workmanlike manner, and (ii) if the construction or installation of Tenant's alterations or fixtures causes any labor disturbance, Tenant must immediately take any action necessary to end such labor disturbance. All alterations, decorations, additions, or improvements in or to the Premises or the Project made by Tenant will become the property of Landlord upon expiration of the Term and must remain upon and be surrendered with the Premises as a part thereof without disturbance or injury, unless Landlord requires specific items thereof to be removed by Tenant at Tenant's sole expense, in which event Tenant must do so prior to the expiration of the Term and must repair any damage caused thereby. Notwithstanding the foregoing, if (x) there has been no breach or Event of Default by Tenant in the performance of any of its obligations under this Lease, (y) if any and all damage resulting therefrom be repaired, and (z) Tenant posts such security with respect thereto as Landlord may reasonably request, Tenant will have the right to remove, during the last ninety (90) days of the Term of this Lease, all movable furniture, furnishings or trade fixtures installed in the Premises at the direct expense of Tenant, provided the same is completed with no damage to the Premises.

- 12.2. Tenant must make all improvements to the Premises as required by the Minnesota State Building Code and any state or local ordinances, or other law which become necessary as a result of Tenant's use or particular type of occupancy of the Premises. Tenant will bear all costs and expenses in making such improvements upon the Premises.
- 12.3. Tenant is responsible for installation of all of its equipment and fixtures which may be installed by Tenant in the Premises prior to or after the Commencement Date in a manner such as not to interfere with Landlord and Landlord's other tenants. Tenant must employ qualified contractors pursuant to state and city laws and codes governing such installation. Such contractors must carry worker's compensation insurance in accordance with statutory requirements and comprehensive public liability insurance in amounts not less than those described in Section 16 hereof.
- 12.4. Tenant must not place or maintain any sign, advertisement or notice on any part of the outside of the Premises or the Project except (i) in such place, number, size, color, and style as has been approved in writing by Landlord and (ii) in accordance

with the sign criteria to be developed by Landlord. Any such signs will be at the sole expense of the Tenant. Tenant must remove all signs at the expiration or termination of this Lease and restore the affected area to its original condition.

- 12.5. Tenant must not install any equipment which will or may necessitate any changes, replacements, or additions to, or in the use of, the heating, ventilating or air-conditioning system, or electrical system of the Premises or the Project nor any equipment containing Hazardous Materials or chlorofluorocarbons without first obtaining the written consent of Landlord. Equipment belonging to Tenant which causes noise or vibration that may be transmitted to the structure of the Project or to any space therein to such a degree as to be objectionable to Landlord or to any tenant in the Project must be installed and maintained by Tenant, at Tenant's expense on vibration eliminators or other devices sufficient to eliminate noise and vibration. Landlord may at any time to limit the weight and prescribe the position of safes and other heavy equipment or fixtures, based upon structural and mechanical building constraints.
- 12.6. Except for furniture and equipment that can reasonably be received through the entrance directly into Tenant's Premises, no personal property of a bulky nature may be received into the Project or carried in an elevator except as approved by Landlord, which approval will not be unreasonably withheld. Except as otherwise permitted by Landlord, all moving of furniture, equipment and other material must be done at other than normal business hours, under the direct control and supervision of Landlord. Landlord will not be responsible for any damage to or charges for moving the same unless damage is the direct result of Landlord's sole and gross negligence. Any and all damage or injury to the Premises or the Project caused by moving the property of Tenant in or out of the Premises, or due to the same being on the Premises, must be repaired by, and at the sole cost of, Tenant.

13. RIGHT OF ENTRY.

- 13.1. Tenant must furnish a master key to the Premises to Landlord and permit Landlord, or its representative, to enter the Premises to examine, inspect and protect the Premises, and to make such alterations, renovations, restorations and/or repairs as in the judgment of Landlord may be deemed necessary or desirable for the Premises, for any other Premises in the Project, or the Project itself (including access to distribution systems above the ceiling of the Premises). In addition, Landlord may exhibit the Premises to prospective tenants during the last 360 days of the Term of this Lease, any extension thereof, or during any period of breach or Event of Default of Tenant hereunder, or to prospective purchasers or lenders at any time. Landlord will use reasonable efforts to not unreasonably interfere with the conduct of Tenant's use of the Premises. Except in cases of emergency, Landlord must provide 24 hour notice of such entry to Tenant.
- 13.2. Landlord reserves the right to impose such security restrictions in the Building as it deems appropriate, provided however, such restrictions will acknowledge such

Tenant's use of the Premises seven (7) days a week and includes both day and evening activities.

14. SERVICES AND UTILITIES. During Project business days and hours as established by Landlord from time to time, Landlord will furnish reasonably adequate water, elevator service, electric, and heat and air conditioning during such seasons of the year when such services are normally furnished in office buildings in the Minneapolis/St. Paul metropolitan area. Landlord will provide evening cleaning and janitorial service to the Building (excluding the Premises) Saturdays, Sundays and holidays excluded. Landlord will provide access to electric, telephone, and internet distribution closets in accordance with Landlord's electric, telephone, and internet service regulations in effect from time to time, and Tenant must comply with such regulations. Tenant will bear the cost of installation and use of telephone and internet service to the Premises. Landlord will not be liable for damages, and there will be no abatement of rent by reason of, failure to furnish, or for delay or suspension in furnishing, any services to be provided by Landlord, caused by breakdown, maintenance, repairs, strikes, scarcity of labor or materials, energy conservation pursuant to Section 30 hereof, Act of God, or causes beyond Landlord's control, nor will the same be considered an eviction or disturbance of Tenant's use and possession. Tenant must conserve heat, air conditioning, water and electricity and must use due care in the use of the Premises and of the public areas in the Project. If Tenant uses the cafeteria or other Common Area on Saturdays, Sundays and holidays, Tenant must provide cleaning and janitorial service to that part used so as to leave it in a neat and clean condition. All thermostats within the Common Area are under the sole control of Landlord, and Tenant must not, nor must it permit any of its employees, agents, representatives, guests, or invitees to open, change or tamper with those thermostats without Landlord's consent. Notwithstanding the general limitations as to business days and hours set forth above, Landlord will provide services and utilities to the Premises and Common Areas used in conjunction with the Premises on such days and hours consistent with the needs and operations of Tenant.

15. WAIVER AND INDEMNITY.

15.1. Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective officers, employees and property manager from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by insurance required by Section 16 even if such loss or damage is caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, but only to the extent such release does not abrogate or negate such insurance or policy of insurance.

15.2. Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant and their officers, employees and Landlord's property manager will not be liable to the other and both hereby releases the other from all damage, compensation or claims from any cause other than the intentional misconduct of the others officers, employees or Landlord's property manager arising from: loss or damage to personal property or trade fixtures in the Premises including books, records, files, computer

equipment, computer data, money, securities, negotiable instruments or other papers; lost business or other consequential damage arising out of interruption in the use of the Premises; and any criminal act by any person other than Landlord, Tenant or their officers, employees, or Landlord's property manager.

16. INSURANCE. Prior to the Possession Date and during the full Term of this Lease, Tenant must purchase and carry in full force and effect the following insurance:

- 16.1. Tenant must procure, maintain, and pay for such insurance as will protect against claims or loss which may arise out of Tenant's use and possession of the Premises. Such insurance must include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law, whichever is greater.

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability	\$1,500,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations
Aggregate	\$100,000 fire legal liability each occurrence \$5,000 medical expense
All Risk	"All Risk" or "Special Cause of Loss" property insurance for fire, casualty, theft, vandalism, malicious mischief, sprinkler damage etc. insuring all contents of the Premises for not less than full replacement value.
	Umbrella or Excess Liability \$1,000,000

- 16.2. Commercial General Liability. The Commercial General Liability Policy must be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance must cover liability arising from premises, operations, independent contractors, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There must be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by Tenant.

- 16.3. Tenant must maintain “stop gap” coverage if Tenant obtains Workers’ Compensation coverage from any state fund if Employer’s liability coverage is not available.
- 16.4. All policies, except the Worker’s Compensation Policy, must name the Landlord as an additional insured on ISO forms CG 20 10 07 04 or CG 20 10 04 13; and CG 20 37 07 04 or CG 20 37 04 13, or their equivalent.
- 16.5. All policies must contain a waiver of subrogation in favor of the Landlord.
- 16.6. All policies must be primary and non-contributory.
- 16.7. All policies, except the Worker’s Compensation Policy, must insure the defense and indemnity obligations assumed by Tenant under this Agreement.
- 16.8. Tenant must pay any retention or deductible for the coverages required herein.
- 16.9. All policies must contain a provision or endorsement that coverages afforded thereunder will not be cancelled or non-renewed or restrictive modifications added, without thirty (30) days’ prior notice to the Landlord, except that if the cancellation or non-renewal is due to non-payment, the coverages may not be terminated or non-renewed without ten (10) days’ prior notice to the Landlord.
- 16.10. Tenant must maintain in effect all insurance coverages required under this Paragraph at Tenant’s sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by Landlord in writing.
- 16.11. A copy of the Tenant’s Certificate of Insurance that evidences the compliance with this Paragraph must be filed with Landlord prior to the Possession Date. Upon request, Tenant must provide a copy of the Tenant’s insurance declaration page, Rider, or Endorsement. Such documents evidencing Insurance must be in a form acceptable to Landlord and must provide satisfactory evidence that Tenant has complied with all insurance requirements. Renewal certificates must be provided to Landlord prior to the expiration date of any of the required policies. Landlord will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Tenant of any deficiencies in such documents, and Landlord’s receipt thereof will not relieve Tenant from, nor be deemed a waiver of, Landlord’s right to enforce the terms of Tenant’s obligations hereunder. Landlord reserves the right to examine any policy provided for under this paragraph.
- 16.12. Effect of Tenant’s Failure to Provide Insurance. If Tenant fails to provide the specified insurance, then Tenant will defend, indemnify, and hold harmless the Landlord, the Landlord's officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorney's fees and expenses of

litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the Landlord (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Tenant, its subcontractors, agents, employees or delegates. Tenant agrees that this indemnity will be construed and applied in favor of indemnification. Tenant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

- 16.13. If a claim arises within the scope of the stated indemnity, the Landlord may require Tenant to furnish and pay for a surety bond, satisfactory to the Landlord, guaranteeing performance of the indemnity obligation; or furnish a written acceptance of tender of defense and indemnity from Tenant's insurance company. Tenant must take the action required by the Landlord within fifteen (15) days of receiving notice from the Landlord.
17. FIRE OR OTHER CASUALTY. Tenant covenants and agrees that if the Premises is damaged or destroyed by fire or other casualty, Tenant will promptly give written notice thereof to Landlord. If the Premises or the Project is damaged by fire or other casualty, Landlord will, at its option, either (a) undertake to restore such damage with all due diligence, or (b) in the event the Premises or the Project are damaged by fire or other cause to such extent that the damage cannot, in Landlord's sole judgment, be economically repaired within 180 days after the date of such damage, terminate this Lease, by notice given to Tenant within 60 days after the date of the damage. Any termination hereunder by reason of damage to the Premises will be effective as of the date of the damage. Any termination by reason of damage to the Project but not the Premises will be effective as of the date notice is given. If Landlord elects to restore, Landlord will not be obligated to restore any improvements in the Premises that are trade fixtures or personal property of the Tenant nor any improvement made by Tenant in violation of Tenant's obligations under Section 12.1 hereof. Upon substantial completion by Landlord of its work, Tenant must undertake to restore its leasehold improvements with all due diligence. This Lease will, unless terminated by Landlord pursuant to this Section 17, remain in full force and effect following such damage, and, in the case of damage to the Premises, the Base Rent and Additional Rent, prorated to the extent that the Premises are rendered untenable, will be equitably abated until such repairs are completed.
18. CONDEMNATION.
 - 18.1. If the whole or any substantial part of the Premises is taken or condemned or purchased under threat of condemnation by any authority having the power of taking by eminent domain, then the Term of this Lease will cease and terminate as of the

date when the condemning authority takes the Premises. In the event part of the Project, but not the Premises, is condemned or purchased under threat of condemnation by any such authority to the extent that the Project cannot, in Landlord's sole judgment, be economically restored within a reasonable time, Landlord will have the option by notice given to Tenant within ninety (90) days after the date the condemning authority takes such part of the Project to terminate this Lease as of the date of such taking.

- 18.2. In the event of such condemnation or purchase, Landlord will be entitled to the entire amount, including the value of Tenant's interest in the Lease, awarded pursuant to such condemnation or of the purchase price. Tenant will not be entitled to any amount for the value of its interest in the Lease and Tenant hereby assigns the same to Landlord. Tenant will be entitled to relocation costs, if any, as may be awarded to it.

19. TERMINATION.

- 19.1. In the event of the sale or lease of the entire Project to an unrelated third party, Landlord may, at its sole option by 12 months prior written notice to Tenant, terminate this Lease.

- 19.2. Tenant may terminate this Lease at its sole option by providing 18 months' prior written notice to Landlord.

20. DEFAULT BY TENANT.

- 20.1 Any one of the following events will constitute an "Event of Default" by Tenant:

(a) If Tenant fails to pay Base Rent, Additional Rent or any other charges required to be paid by Tenant when same is due and payable, and such failure continues for five (5) days after written notice from Landlord;

(b) If Tenant fails to perform or observe any terms and conditions of this Lease, and such failure continues for ten (10) days after written notice from Landlord;

(c) If Tenant refuses to take possession of the Premises at the Possession Date, or fails to open its doors for business on the Term Commencement Date as required herein;

(d) If Tenant, or any guarantor of Tenant's obligations hereunder, makes an assignment for the benefit of creditors or files a petition, in any state court, in bankruptcy, reorganization, composition, or makes an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property;

(e) If any petition is filed under state law against Tenant or any guarantor of Tenant's obligations hereunder in any bankruptcy, reorganization, or insolvency proceedings, and said proceedings are not dismissed or vacated within thirty (30) days after such petition is filed;

(f) If a receiver or trustee is appointed under state law for Tenant or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship is not set aside within thirty (30) days after such appointment; or

(g) If any execution, levy, attachment, or other legal process of law occurs upon Tenant's goods, fixtures, or interest in the Premises.

20.2 If an Event of Default occurs as set forth above, Landlord may at its sole option upon written notice to Tenant immediately terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default will limit Landlord's rights under this Section 20.

20.3 If an Event of Default occurs as set forth above, Landlord may enter upon and repossess the Premises (said repossession being hereinafter referred to as "Repossession") by summary proceedings, ejectment or otherwise as permitted by law, and may remove Tenant and all other persons and property therefrom. Tenant agrees that such re-entry by Landlord will not be construed as an election on Landlord's part to terminate this Lease, that right, however, being continuously reserved by Landlord. Landlord will not be deemed to have elected to terminate this Lease unless Landlord provides Tenant with written notice of that election.

20.4 From time to time after Repossession of the Premises, whether or not this Lease has been terminated, Landlord may, but will not be obligated to, attempt to sublet the Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and for such terms (which may include concessions or free rent) and for such uses as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rent therefor. Any rent received must be applied against Tenant's obligations hereunder, but Landlord will not be responsible or liable for any failure to collect any rent due upon any such subletting.

20.5 No termination of this Lease pursuant to Section 20.2 and no Repossession of the Premises pursuant to Section 20.3 or otherwise will relieve Tenant of its liabilities and obligations under this Lease, all of which will survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises has been sublet, Tenant must pay to Landlord the Base Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such termination or Repossession, must pay to Landlord, as and for

liquidated and agreed current damages for Tenant's breach or Event of Default, the equivalent of the amount of the Base Rent, Additional Rent and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any subletting effected pursuant to the provisions of Section 20.4 after deducting all of Landlord's expenses in connection with such subletting, including, without limitation, all Repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such subletting. Tenant must pay such current damages to Landlord semi-annually on the days on which the Base Rent would have been payable under this Lease if this Lease were still in effect, and Landlord will be entitled to recover the same from Tenant on each such day. At any time after such termination or Repossession, whether or not Landlord has collected any current damages as aforesaid, Landlord will be entitled to recover from Tenant, and Tenant must pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's breach or Event of Default, an amount equal to the then present value of the excess of the Base Rent, Additional Rent and other sums or charges reserved under this Lease from the day of such termination or Repossession for what would be the then unexpired Term if the same had remained in effect, over the amount of rent Tenant demonstrates that Landlord could in all likelihood actually collect for the Premises for the same period, said present value to be arrived at on the basis of a discount of four percent (4%) per annum.

- 20.6 Pursuit of any of the foregoing remedies will not preclude pursuit of any of the other remedies provided in this Lease or any other remedies provided by law (all such remedies being cumulative), nor will pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease.
- 20.7 No act or thing done by Landlord or its agents during the Term will be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises will be valid, unless in writing signed by Landlord. No waiver by Landlord of any violation or breach or Event of Default of any of the terms, provisions and covenants contained in this Lease will be deemed or construed to constitute a waiver of any other violation or breach or Event of Default of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of the payment of rental or other payments after the occurrence of a violation, breach, or Event of Default will not be construed as a waiver of such breach or Event of Default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies provided in this Lease upon a violation, breach, or Event of Default will not be deemed or construed to constitute a waiver of such violation, breach, or Event of Default or of Landlord's right to enforce any such remedies with respect to such violation, breach, or Event of Default or any subsequent violation, breach, or Event of Default.

20.8 In addition to all other remedies of Landlord, Landlord will be entitled to reimbursement upon demand of all reasonable attorneys' fees incurred by Landlord in connection with any Event of Default.

21. DEFAULT BY LANDLORD.

21.1. Landlord will be in default if Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than ninety (90) days after written notice by Tenant to Landlord, specifying how Landlord has failed to perform such obligations provided, however, that if the nature of Landlord's obligation is such that more than fifteen (15) days are required for performance, then Landlord will not be in default if Landlord commences performance within such fifteen (15) day period and thereafter diligently prosecutes the same to completion.

22. LANDLORD'S RIGHT TO CURE DEFAULT. If Tenant commits an Event of Default (or if any breach exists and Landlord has good cause for action prior to expiration of Tenant's grace period), then Landlord may, but is not required to, make such payment or do such act, or correct any damage caused by such prohibited act and to enter the Premises as appropriate in connection therewith, and the amount of the expense thereof, if made or done so by Landlord, must be paid by Tenant to Landlord and will constitute Additional Rent hereunder due and payable with the next installment of rent but the making of such payment or the doing of such act by Landlord will not operate to cure such Event of Default or breach or to estop Landlord from the pursuit of any remedy of which Landlord would otherwise be entitled.

23. WAIVER. No waiver by either party of any breach of any agreement herein contained will operate as a waiver of such agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated will be deemed to be other than on account of the earliest stipulated rent nor will any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor will acceptance of rent with knowledge of breach constitute a waiver of the breach, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent, to terminate this Lease, to Repossession of the Premises, or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, will be considered an acceptance of a surrender of the Lease.

24. RULES AND REGULATIONS. Tenant must use the Premises and the Common Areas of the Project only in accordance with the terms of this Lease and such additional rules and regulations as may from time to time be reasonably made by the Landlord, after consultation with Tenant, for the general safety, comfort and convenience of the owners, occupants and tenants of the Project, and Tenant must use its best efforts to cause Tenant's officers, employees, agents, and invitees to abide by such rules and regulations. Landlord will in no event be responsible to Tenant for enforcement of such rules and regulations against other tenants.

25. COVENANT OF QUIET ENJOYMENT. Landlord covenants that it has the right to make this Lease for the Term and covenants that if Tenant pays the rent and performs all of the covenants, terms, and conditions of this Lease to be performed by Tenant, Tenant will, during the Term, freely, peaceably, and quietly occupy and enjoy the full possession of the Premises. The liability of the original Landlord and any successor Landlord under this Lease is limited to its interest in the Project.
26. NO REPRESENTATIONS BY LANDLORD. Neither Landlord nor any officer, agent or employee of Landlord has made any representations or promises with respect to the Premises or the Project except as herein expressly set forth, and no right, privileges, easements, or licenses are acquired by Tenant except as herein expressly set forth. No exhibit attached to this Lease nor any other materials provided by Landlord will constitute a warranty or agreement as to the configuration of the Project or the occupants thereof. Landlord reserves the right from time to time to modify the Project, including Common Areas, appurtenances, and rentable areas, without in any case reducing the obligations of Tenant hereunder. Tenant has no right to light or air over any Premises adjoining the Project. The Tenant, by taking possession of the Premises, accepts the same “as is” except as expressly provided in this Lease and such taking of possession is conclusive evidence that the Premises and the Project are in good and satisfactory condition at the time of such taking of possession.
27. NOTICES. All notices or other communications hereunder must be in writing and must be hand delivered or sent by registered or certified first-class mail, postage prepaid, or by overnight air express service:

if to Landlord:
City of Eden Prairie
Attn: City Manager
8080 Mitchell Road
Eden Prairie, MN 55344-2230

if to Tenant:
Independent School District No. 272
Attn: Superintendent
8100 School Road
Eden Prairie, MN 55344

or at such place as a party has given notice to the other. The day notice is given by mail or overnight air express service will be deemed to be the day following the day of mailing or delivery to such express service.

28. ESTOPPEL CERTIFICATES. Tenant agrees at any time and from time to time, upon not less than five (5) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord or a party designated by Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications, (ii) stating the dates to which the rent and other charges hereunder have been paid by Tenant, (iii) stating whether

or not Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default (iv) agreeing that Tenant and Landlord will not thereafter modify the Lease without the approval of any mortgagee identified by Landlord, and (v) agreeing that, except for any security deposit required herein, Tenant will not prepay any rent more than six (6) months in advance, and (vi) such other matters relating to this Lease as may reasonably be requested. It is understood that clause (v) will not limit Landlord's right to liquidated or other damages as provided in this Lease. Any such statement delivered pursuant hereto may be relied upon by any owner of the Project, any prospective purchaser of the Project, any mortgagee or prospective mortgagee of the Project or of Landlord's interest, or any prospective assignee of any such mortgagee. Tenant acknowledges that failure to comply with this Section 28 on a timely basis could result in loss of a favorable sale or financing and Tenant agrees to be liable for any consequential damages resulting from Tenant's breach hereunder.

29. SURRENDER; HOLDING OVER. Upon the expiration of this Lease or the earlier termination of Tenant's right to possession, Tenant must immediately vacate the Premises, remove all of its property, remove any Hazardous Materials installed, used, generated, stored, or disposed of by Tenant, and leave the Premises in the condition required by this Lease. Any property not removed will be deemed abandoned, and Tenant will be liable for all costs of removal. Should the Tenant continue to occupy the Premises, or any part thereof, after the expiration or termination of the Term, whether with or without the consent of the Landlord, such tenancy will be from month to month. Tenant must pay to Landlord on or before the first day of each month of the holding over period 1.25 times the fair market rental value of the Premises as determined by reference to the market for comparable facilities without reference to the Base Rent provided herein. Tenant will be liable for Additional Rent and all other sums and charges required by it to be paid under this Lease. If Tenant's holdover is without the consent of Landlord, neither this Section 29 nor the acceptance of any rent hereunder will prevent Landlord from exercising any remedy to regain immediate possession of the Premises.
30. ENERGY CONSERVATION. Wherever in this Lease any terms, covenants or conditions are required to be kept or performed by the Landlord, the Landlord will be deemed to have kept and performed such terms, covenants and conditions notwithstanding any act or omission of Landlord, if such act or omission is pursuant to any governmental regulations, requirements, or directives. Without limiting the generality of the foregoing, the Landlord may reduce the quantity and quality of all utility and other services and impose such regulations as the Landlord deems necessary in order to conserve energy, so long as Landlord does not unreasonably interfere with the Tenant's use of the Premises.
31. BROKERS. Tenant and Landlord each warrants that it has not engaged or dealt with any broker in connection with this Lease, and Tenant and Landlord each agrees to be responsible for broker's fees or finder's fees asserted by anyone on account of any dealings with it in connection with this Lease.
32. TENANT'S TAXES. At least ten (10) days prior to delinquency, Tenant must pay all taxes, if any, levied or assessed upon (i) Tenant's equipment, furniture and other personal property

located in or about the Premises, and (ii) this Lease or the rent paid hereunder or any portion thereof, excluding any tax measured by Landlord's net income. If any such taxes are imposed upon Landlord, Tenant must pay to Landlord, at least twenty (20) days before the date each installment is due to the taxing authority, the portion allocable to Tenant pursuant to this Section 32.

33. MISCELLANEOUS.

- 33.1. This is a Minnesota contract and must be construed according to the laws of Minnesota.
- 33.2. The captions in this Lease are for convenience only and are not a part of this Lease.
- 33.3. Time is of the essence.
- 33.4. The provisions of this Lease which relate to periods subsequent to the expiration of the Term will survive expiration.
- 33.5. If any provision of this Lease is invalid or unenforceable to any extent, then the remainder of such provision and the remainder of this Lease will continue in effect and be enforceable to the fullest extent permitted by law.
- 33.6. This Lease contains the entire agreement of the parties hereto with respect to the Premises and Project. This Lease may be modified only by a writing executed and delivered by both parties.
- 33.7. This Lease will be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

34. DISPUTE RESOLUTION PROCEDURE. Except as provided for in Section 20, prior to the initiation of litigation all disputes arising between the parties involving the interpretation or application of the terms and conditions of this Agreement, including, but not limited to, any alleged breach and the rights and obligations of the parties, both monetary and non-monetary, are subject to the dispute resolution procedure set forth herein.

- 34.1. Conference. The first stage of dispute resolution is a conference. When a dispute has arisen between the parties and is not settled promptly in the normal course of business, the complaining party must notify the other party of its complaint by means of a brief written statement. The statement must describe with specificity the alleged wrong and must set forth the complaining party's position.

The parties must meet within ten (10) calendar days of receipt of the complaining party's written statement. Each party may designate those person(s) who will meet as representatives on that party's behalf. The complaining party will present its position, claims, defenses, and other relevant information. Following the

complaining party's presentation, the other party will present its position, claims, defenses, and other relevant information. Each party will have up to one (1) hour to make its presentation.

Immediately following the parties' presentations, the parties must meet for the purpose of resolving the dispute.

- 34.2. Mediation. The second stage of dispute resolution is mediation. If the parties are unable to negotiate an amicable resolution of a dispute in the first stage described above, the parties must submit the dispute to mediation before commencing any judicial proceeding. Upon service of a written notice requesting mediation, the parties will have ten days to select one person to act as a mediator. If the parties are unable to agree upon a mediator, the Chief Judge of the Hennepin County District Court of Minnesota will select a mediator. The mediation will be conducted pursuant to the procedures used by the mediator. Each party will bear its own cost of the mediation process. The parties will share equally the fees and expenses of the mediator. Any dispute not resolved by mediation may be submitted to a court of competent jurisdiction.
35. SUBORDINATION AND NON-DISTURBANCE. This Lease is subject and subordinate to all present and future mortgages, indentures, trusts and other instruments which create a lien upon the Premises ("Mortgages"). In confirmation of such subordination, Tenant must, at Landlord's request from time to time, promptly execute any certificate or other document requested by the holder of any Mortgage, provided that as to factual matters it is true and accurate. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any Mortgage, Tenant will immediately and automatically attorn to the purchaser at such foreclosure sale, as the Landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease or the obligations of Tenant hereunder in the event that any such foreclosure proceeding is prosecuted or completed. Neither the holder of any Mortgage (whether it acquires title by foreclosure or by deed in lieu thereof) nor any purchaser at foreclosure sale will be liable for any act or omission of Landlord, subject to any offsets or defenses which Tenant might have against Landlord or by any modification of this Lease made subsequent to written notice to Tenant specifying the name and address of any holder of a Mortgage. Notwithstanding anything to the contrary in this Section 35, so long as there is no breach or Event of Default by Tenant under this Lease, this Lease will remain in full force and effect and the holder must not disturb Tenant's possession hereunder. For the purposes of this Section 35, a Mortgage will be deemed to continue in effect after foreclosure thereof and during the period of redemption therefrom.
36. ORIGINAL LEASE AGREEMENT. Landlord and Tenant specifically agree to the following regarding the Original Lease Agreement referenced in Recital Paragraph A:
- 36.1. Tenant will vacate the premises described in the Original Lease Agreement, with the exception of the TASSEL Space that is the "Premises" defined in this Lease (the "Vacated Space"), on or before August 31, 2021.

36.2. Tenant must comply with all terms and conditions of the Original Lease Agreement, with respect to the Vacated Space, including its obligation to pay rent to Landlord, through December 31, 2021; provided, however, that if Landlord enters into a lease with a new tenant for all or any portion of the Vacated Space that commences prior to January 1, 2022, Tenant will be released from its obligations with respect to that space under the Original Lease Agreement, except for its obligation to pay rent.

36.3. The Original Lease Agreement will terminate effective December 31, 2021.

IN WITNESS WHEREOF, Independent School District No. 272 has caused this Lease to be executed in its corporate name by its duly authorized officers and the City of Eden Prairie has caused this Lease to be executed in its name by its duly authorized officers as of the date first above written.

[Signature and notary page follows]

INDEPENDENT SCHOOL DISTRICT NO. 272

By: _____
Josh Swanson, Superintendent

By: _____
Adam Seidel, Board Chair

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on _____ by Josh Swanson and Adam Seidel, the Superintendent and Board Chair, respectively, of Independent School District No. 272, a Minnesota public school corporation, on behalf of the public school corporation.

Notary Public

CITY OF EDEN PRAIRIE

By: _____
Ronald A. Case, Mayor

By: _____
Rick Getschow, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on _____ by Ronald A. Case and Rick Getschow, the Mayor and City Manager, respectively, of the City of Eden Prairie, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

Exhibit A: Legal Description of Land
Exhibit B: Description of Premises
Exhibit C: Improvements

Exhibit A

Legal Description of Land

That part of the East 1/2 of the Northeast 1/4 of Section 16, Township 116, Range 22, West of the 5th principal meridian, lying Southerly of a line drawn from a point on the East line of the Northeast 1/4 of said section which is distant 1106.50 feet North along said East line from the Southeast corner of said Northeast 1/4 to a point on the West line of the East 1/2 of said Northeast 1/4 which is distant 953.5 feet North along said West line from the Southwest corner of said East 1/2; except the South 298.20 feet of the West 323.90 feet of the East Half of the Northeast Quarter of Section 16, Township 116, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota; subject to the rights of way of Scenic Heights Road, Mitchell Road and Technology Drive

Exhibit B
Description of Premises

Exhibit C

Improvements

Tenant will be making deferred maintenance updates to the Premises, including painting the interior of the Premises, installing new doors, and installing new flooring.



Eden Prairie Schools Program Partnerships

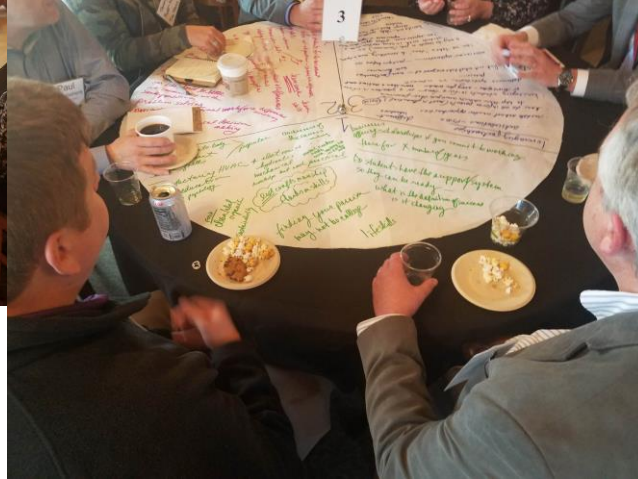
April 26, 2021



EDEN PRAIRIE SCHOOLS

Inspiring each student every day

May 2, 2019



Focus Areas:

- 1. EPHS Externships
- 1. Workforce Skill Development
- 1. Multiple Pathways to Career

EPS Inspires

**Work Group
November 2019**



EDEN PRAIRIE SCHOOLS

Inspiring each student every day

EPS Inspires Business Partners

Pat Mulqueeny	President	Eden Prairie Chamber
Laura Karow	President	Gunnar Electric
Amir Berenjjan	Business Owner/Eden Prairie Alum	Rem5 VR Laboratory
Shawnte Jensen	Human Resources Manager	Republic Services
Brad Thorpe	Faculty, Automated Robotics Engineering Technology	Hennepin Technical College
Jacqueline Reding	Program Coordinator	Goodwill Easter Seals
Deon Clark	CEO	TCI Solutions
Chief Greg Weber	Chief	Eden Prairie Police
Bob Jaspersen	Director	Flying Cloud Museum
Dr. Robert Kantor	Chief Medical Officer, MN, ND, SD	United HealthCare
Bob Albertson	Entrepreneur and Inventor	Personal Business Owner
Dondi Edwards	VP Data Strategy	Wells Fargo
Hanane Kachman	Workforce Development Consultant	Fairview Health Services

Partnership Impact

1. EPHS Externships

- a. Allow educators to *spend a day in industry fields*.
- b. Provided teachers with *much needed up to date experiences & information* that allows them to *refine their course content and instructional practices* to make certain our students have the most up to date information and background. We look forward to expanding partnerships in the coming years.

1. Multiple Pathways to Career

- a. A pilot of our *K-5 INSPIRE Choice school-wide enrichment programming* in 2 of our elementary schools (full implementation by 2023-2024),
- b. Nearly *2 dozen* new CTE electives at our middle school,
- c. *Five pathway clusters* along with *2 Senior Capstones* at our high school. Cyber Security & Entrepreneurship Courses added/enhanced.

1. Workforce Skill Development

- a. The development of a *student office of Diversity, Equity and Inclusion*, which will also launch this fall.
- b. Students who serve in the office will be formally trained on the Tools of Cultural Proficiency and *receive a credential (either a certification or badge)*. Social Justice & Community organizing pathway.

THANK YOU



EDEN PRAIRIE SCHOOLS

Inspiring each student every day

**Eden Prairie School Board
Board Development Committee Meeting Minutes**

Wednesday, April 14, 2021

Via Zoom Conferencing

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.

Committee Members: Beth Fletcher, Aaron Casper, Adam Seidel

Agenda Items

1. Approve Agenda
2. Update on Disc Assessment -
Saturday, May 22nd, 9am-2pm
3. 4/13/21 Workshop Recap- meeting canceled- no discussion
4. Cultural Proficiency Planning Discussion-
 - a. Dr Swanson has connected with Dr Trudy Arriaga, planning is underway. Stay tuned
5. Next Meeting 5/12/21 @ 9:30 AM- may have an earlier meeting to discuss rescheduled meeting
6. Agenda Structure- Will discuss after rescheduled workshop
7. Agenda setting rotation - beginning Q2, AS setting schedule
8. Adjournment

2021 Proposed Board Development Committee Yearly Plan (subject to change)

Quarter 1, 2021 Jan-Mar

- Emphasize Mentoring Opportunities/Procedures for New Board Members
- Feb: Finalize DISC Assessment Scheduling with Susan Hintz
- Continue to Develop the Yearlong Committee Plan
- Gather and reorganize existing committee Google Doc into central, district-controlled location
- Follow up as Committee and with the Board after the Agenda workshop (and subsequent training workshops)

Quarter 2, 2021 Apr-June

- Work with Board to develop continued Board development agenda for quarters 3 and 4 including major BDC workshop topic or event
- May: Mechanics of monitoring follow up and debrief
- Process and scheduling ideas for Agenda Setting Meeting third member
- Start agenda structure review

Quarter 3 2021 July-Sep

- Execution of topics from Q2
- Cultural Proficiency Trainings



EDEN PRAIRIE SCHOOLS

Inspiring each student every day

Quarter 4 2021 Oct-Dec
-Develop ideas and bring to Board proposals for 2022 major consultant/training topics
Remaining Items

**Eden Prairie School Board
Community Linkage Committee Minutes
Monday, March 29th, 2021
6:00PM at Crumb Deli, Eden Prairie**

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.

Committee Members: Debjyoti Dwivedy, Kim Ross, CJ Strehl

Agenda:

1. Approval of Agenda
2. Approval of the minutes
3. Round robin: Voices from the community
4. Working Plan:
 - a. Ownership
 - b. Action items/deadlines
6. New Business
7. Committee report summary
8. Adjournment

Called to order 6:23pm Central @ Crumb Deli Eden Prairie.

The CLC minutes from 2/17/2021 and 3/2/2021 were approved at last School Board meeting.

The agenda above was approved and will be our standard operating agenda moving forward.

Round Robin:

Discussed the meeting with the Communication Lead of EP Schools. Brought DD up to speed on the action items of each party including:

- Survey ideas and timeline
- Community organization outreach
- Demographic group outreach
- Metric of the month/District dashboard
- Discussed data usage

Working Plan:

Worked to establish ownership and action items. See updated workplan.

Key items to discuss with board:

- Listen and learn attendance, can we delegate
- Investment in "District Dashboard/Metric of the month"
- Listen and Learn formats (Large and small)
- Liaison role with community organizations

New Business:

We discussed Inspiring New article and provided feedback on draft proposal. Kim to bring to full board for review at workshop.

We will need to develop a repository to collect and maintain data we receive from the community in order to use it effectively.

CJ to follow-up with Adam regarding logistic questions.

Committee Report Summary:

Chair will report out the working plan, requesting input from the Board on updated action plans. Goal to execute “pilot program” in May, then roll out improved 2021-22 schedule (Large/small scale formats). Our goal will be to have the discussion from above, get alignment, and approve plan in April board meeting.

Inspiring News School Board Column – Spring 2021 – Second Draft

Thank you

As we approach the end of this school year, the School Board would like to express our profound gratitude to the staff, students and families in our district for their tremendous creativity, resilience, and persistence, and for the care they have shown for each other. Their extraordinary efforts maximized learning opportunities for every student in Eden Prairie during very challenging times. We would also like to thank the entire community for supporting our schools. Because of you, the district had the resources and technology to develop new learning pathways and delivery channels, and to provide a safe and healthy learning environment for students and staff. During these final weeks, please take a moment to recognize a teacher, staff member, or school leader for their dedication and commitment to our children.

Delivering Results

The efforts on the part of staff, parents, and caregivers have been enormous and, most importantly, our schools continued to deliver results. Although pandemic-related challenges hampered some efforts, ongoing assessment data confirms steady academic achievement and narrowing of the achievement gap. That said, we understand that many have experienced loss and pain; and we are committed to ensuring that staff, students, and families have the support they need to recover and move forward.

What's Next

District staff continued moving forward to ensure the on-going success of our students. Designing Pathways initiatives such as personalized learning programs, the Central Middle School construction, and new grade configurations are on track for implementation next fall. In the coming months, the School Board will return to meeting with the community in person. Our listen and learn series will use outdoor venues as weather permits, and will host the community in the new Central Middle School Performing Arts Center next year. We look forward to engaging with the community, using what we have learned to emerge stronger, and delivering results for students. We are truly grateful to be a part of an extraordinary community and look forward to ensuring that Eden Prairie Schools continue to be among the best places to educate your children in Minnesota.

Eden Prairie School Board
2020–21 WORK PLAN CHANGES
“Proposed” Changes for the
April 26, 2021

Date of Meeting/Workshop	Changes Requested
Monday, May 10, 2021 – Workshop	
Saturday, May 22, 2021 – Workshop/Retreat	
Monday, May 24, 2021	- Add: <i>Closed Session: Negotiation Strategy (MN Statue 13D.03, Subd.1)</i>
Monday, June 14, 2021 – Workshop	
Monday, June 28, 2021	
Placeholder – General Board Work	
<ul style="list-style-type: none"> • Cultural Proficiency Continuum – <i>Moved to the Board Development for further planning on 2/22/21</i> • School Board Listening Session Discussion 	
Placeholder – Policy Review	
<ul style="list-style-type: none"> • <i>Policy GP 4.9.1.1 to be sent to the Policy Committee to create language requested</i> • A review of all Board Policies as it relates to race inclusion for all students in all ethnic groups – <i>Moved to Policy Committee on 2/22/21</i> 	

EDEN PRAIRIE SCHOOL BOARD
2020-2021 ANNUAL WORK PLAN

Board Meetings
Board Workshops
Other Meetings

April 26, 2021

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>*****2021*****</p> <p>Annual Organizational Meeting Mon, Jan 4, 2021 6:00 PM</p>			<ul style="list-style-type: none"> • 2021 Annual Organizational Mtg. <ul style="list-style-type: none"> - Election of Officers - School Board Compensation - School Board Calendar • 2022 Resolution for Combined Polling Places for the General Elections • School Board Meeting Calendar: Jan 1, 2021 through Jun 30, 2021 • Appointment of Intermediate District 287 Representative 		<ul style="list-style-type: none"> • 2021 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 to Sign Contracts - Local Education Agency (LEA) Representative - MDE Designation of Identified Official with Authority (IoWA) - Seek Bids 		95
<p>Board Workshop Mon, Jan 4, 2021 6:30 PM Convene (5-10 minutes) following the Annual Organizational Meeting</p>							<ul style="list-style-type: none"> • 2021 Committees & Outside Organization Discussion • CLC: Senior Center Talking Points, Agenda &

EDEN PRAIRIE SCHOOL BOARD
2020-2021 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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			
							Attendance Discussion <ul style="list-style-type: none"> Budget: 5-Year Financial Forecast Levy's & Schedule School Wide Enrichment Model (SEM) –1, (Move from the February 2021 Workshop) Engagement Strategies Confirm agenda for next Board Workshop
Board Meeting Mon, Jan 25, 2021 6:00 PM		<ul style="list-style-type: none"> FY 2021-22 Final School Calendar (Draft) FY 2022-23 Preliminary School Calendar (Draft) FY 2021-22 Budget Timelines – First Reading FY 2021-22 Budget Assumptions – First Reading 	<ul style="list-style-type: none"> FY 2020-21 Mid-Year Budget Approval Record of Board Self-Evaluation 	<ul style="list-style-type: none"> 2021 School Board Committee & Outside Organization Assignments 	<ul style="list-style-type: none"> Monthly Reports FY 2021-22 Bus Purchase (moved to 10/26/20) 		
Post Meeting Board Workshop Mon, Jan 25, 2021							<ul style="list-style-type: none"> School Board Meeting Self-Assessment

EDEN PRAIRIE SCHOOL BOARD
2020-2021 ANNUAL WORK PLAN

Board Meetings
Board Workshops
Other Meetings

April 26, 2021

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 Workshop Mon, Feb 8, 2021 6:00 PM							<ul style="list-style-type: none"> • Finance 101 • Transportation: Funding & Options • School-Wide Enrichment Model (SEM) – 1 (Move to January 2021 Workshop) • Walk through School Board Agenda • Confirm agenda for next Board Workshop
Board Meeting Mon, Feb 22, 2021 6:00 PM			<hr/> <ul style="list-style-type: none"> • Record of Board Self-Evaluation 		<ul style="list-style-type: none"> • Monthly Reports • Approval of FY 2021-22 School Calendar • Approval of Preliminary FY 2022-23 School Calendar – Moved to April 26, 2021 	• Ends 1.1.2	
Post Meeting Board Workshop Mon, Feb 22, 2021							<ul style="list-style-type: none"> • School Board Meeting Self-Assessment
Board Workshop Mon, Mar 8, 2021 6:00 PM							<ul style="list-style-type: none"> • Communications • Define Policy under Policy Governance: Ends, EL's, GP's and BMD's

EDEN PRAIRIE SCHOOL BOARD
2020-2021 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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 Workshop: Discuss Potential Policy Changes •Confirm agenda for next Board Workshop
Board Meeting Mon, Mar 22, 2021 6:00 PM	<ul style="list-style-type: none"> •Re-monitor GP 4.5 for FY 2020-21 	<ul style="list-style-type: none"> •FY 2021-22 Capital Budget – <i>First Reading</i> •FY 2021-22 Capital Outlay 	<ul style="list-style-type: none"> •Resolution to Release Probationary Teachers •Final FY 2021-22 Budget Assumptions <hr/> <ul style="list-style-type: none"> •Record of Board Self-Evaluation 		<ul style="list-style-type: none"> •Monthly Reports 	<ul style="list-style-type: none"> •Designing Pathways Update 	98
Post Meeting Board Workshop Mon, Mar 22, 2021							<ul style="list-style-type: none"> •School Board Meeting Self-Assessment
Board Workshop Mon, Apr 12, 2021 6:00 PM							<ul style="list-style-type: none"> •Agenda Items: Sample Agenda & Discussion of Agenda Elements •Source of Agenda Items: Board Request for Information; Superintendent Information; Agenda Timeline

EDEN PRAIRIE SCHOOL BOARD
2020-2021 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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"> • FY 2021-2022 Annual Work Plan Calendar Discussion • Discussion/Review all items in Placeholder area on "Work Plan Changes Document" '99 • FY 2021-2022 School Board Meeting Calendar Discussion • FY 2021-2022 School Board Budget Discussion • Mechanics of Monitoring • Choice for Each: School-Wide Enrichment Model (SEM) – Moved to the 5/10/21 Workshop • Inspiring News Discussion • Workshop Skeleton Summary Discussion • Confirm agenda for next Board Workshop

EDEN PRAIRIE SCHOOL BOARD
2020-2021 ANNUAL WORK PLAN

Board Meetings
Board Workshops
Other Meetings

April 26, 2021

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, Apr 26, 2021 6:00 PM		<ul style="list-style-type: none"> FY 2021-22 School Board Work Plan – First Reading Closed Session: Negotiation Strategy (MN Statue 13D.03, Subd.1) FY 2021-22 School Board Budget – First Reading FY 2022-2023 Preliminary School Calendar – First Reading – Moved to 5/24/21 Mtg. 	<ul style="list-style-type: none"> Approval of FY 2021-22 Capital Budget Approval of FY 2021-22 School Board Meeting Calendar Approval of Board Workshop Skelton Summary <hr/> <ul style="list-style-type: none"> Record of Board Self-Evaluation 		<ul style="list-style-type: none"> Monthly Reports ALC Fiscal Agent Agreement with District 287 		100
Post Meeting Board Workshop Mon, Apr 26, 2021							<ul style="list-style-type: none"> School Board Meeting Self-Assessment
Board Workshop Mon, May 10, 2021 6:00 PM							<ul style="list-style-type: none"> Strategic Plan Choice for Each: School Wide Enrichment Model (SEM) – Moved from 4/12/21 Community Ed Y-T-D Update and Plan Update Choice

EDEN PRAIRIE SCHOOL BOARD
2020-2021 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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 Workshop/Retreat Sat, May 22, 2021 9:00 AM							• <i>Retreat/Workshop</i>
Board Meeting Mon, May 24, 2021 6:00 PM		<ul style="list-style-type: none"> • FY 2021-22 Budget – First Reading • FY 2022-2023 Preliminary School Calendar – <i>First Reading – Moved from 4/26/21 Mtg.</i> • <i>Closed Session: Negotiation Strategy (MN Statute 13D.03, Subd.1)</i> 	<ul style="list-style-type: none"> •Approval of FY 2021-22 School Board Work Plan •Approval of FY 2021-22 School Board Budget •FY 2022-23 Preliminary School Calendar - Moved to 6/28/21 Mtg. •Record of Board Self-Evaluation 		<ul style="list-style-type: none"> •Monthly Reports •MSHSL Resolution for Membership •Approval of FY 2021-22 School Meal Prices 		101
Post Meeting Board Workshop Mon, May 24, 2021							•School Board Meeting Self-Assessment
Board Workshop Mon, June 14, 2021 6:00 PM							<ul style="list-style-type: none"> •General Fund Budget Q&A •<i>Ends 1.1, 1.2. 1.3 OI</i> •Confirm agenda for next Board Workshop

EDEN PRAIRIE SCHOOL BOARD
2020-2021 ANNUAL WORK PLAN

Board Meetings

Board Workshops

Other Meetings

April 26, 2021

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, June 28, 2021 6:00 PM	•Ends 1.1, 1.2, 1.3 OI		<ul style="list-style-type: none"> •Approval of FY 2021-22 Adopted Budget •ISD 287 10-Year Facilities Maintenance Resolution •FY 2022-23 Preliminary School Calendar – <i>Moved from 5/24/21 Mtg.</i> <hr/> <ul style="list-style-type: none"> •Record of Board Self-Evaluation 		<ul style="list-style-type: none"> •Monthly Reports •EPS 10-Year Facilities Maintenance Plan •Q-Comp Annual Report •Annual Review of District Mandated Policies •Approval of Updated District Policies 		102
Post Meeting Board Workshop Mon, Jun 28, 2021							•School Board Meeting Self-Assessment