

Public Copy

# Board Packet

Woodbury Leadership Academy Board of Directors Meeting (Regular)

Tuesday, December 5, 2017

5:30 P.M.

Woodbury Leadership Academy School

600 Weir Drive, Woodbury, MN – Room 1200 (2<sup>nd</sup> Grade Pod Area)

**PLEASE LEAVE THIS BINDER ON THE BACK SIGN-IN TABLE AND DO NOT  
REMOVE ANY DOCUMENTS.**

**THANK YOU.**

Property of: Woodbury Leadership Academy Board of Directors

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**Meeting:** Board of Directors Regular Meeting

**Date:** Tuesday, December 5, 2017

**Time:** 5:30 P.M.

**Location:** Woodbury Leadership Academy School – 600 Weir Drive, Woodbury, MN 55125 – 2<sup>nd</sup> Grade Pod Area

## AGENDA

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|----|--|-----------------|
| 1. | <b>Meeting Call to Order and Roll Call</b>                             | Info (1 minute) |
|    | 1.1. Meeting Call to Order (Mandi Folks, Board Chair)                  |                 |
|    | 1.2. Roll Call (Mandi Folks, Board Chair & Nancy Baumann, Board Clerk) |                 |

- |    |   |                 |
|----|---|-----------------|
| 2. | <b>WLA Mission &amp; Vision</b> (Presenter: Mary Hitzemann) | Info (1 minute) |
|----|---|-----------------|

The mission of WLA is to utilize leadership based programs and strategies grounded in solid research, combined with the demonstrated success of Core Knowledge curriculum as a basis of a rigorous overall educational program that builds strong skills in math, reading, literature, writing, music, science, and technology.

The vision of WLA is to be a school where students and graduates become exceptional leaders, and are prepared to take on the academic and leadership challenges they will face as they transition into high school.

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|----|---|--------------------------|
| 3. | <b>Approval of Agenda</b> (Presenter: Mandi Folks, Board Chair) | <b>Action (1 minute)</b> |
|    | 3.1. Approval of Meeting Agenda                                 |                          |
|    | Motion: _____ Second: _____ Vote: _____                         |                          |

- |    |   |                 |
|----|---|-----------------|
| 4. | <b>Conflict of Interest Declaration</b> (Presenter: Mandi Folks, Board Chair) | Info (1 minute) |
|    | 4.1. Conflict of Interest Declaration   |                 |

- |    |  |                   |
|----|--|-------------------|
| 5. | <b>Public Comment</b>                              | Info (10 minutes) |
|    | WLA Board of Directors Procedure on Public Comment |                   |

*Woodbury Leadership Academy welcomes and values the contribution of stakeholders in creating a learning environment where students can achieve goals and aspirations. Individuals must sign up in advance to speak during the Public Comment by signing up prior to the start of the meeting. **The sign-up ends when the meeting is called to order.** Individuals when addressing the board must indicate their name, connection to the school, and the subject they are addressing, noting if it is related to an agenda specific item or a non-agenda related topic. Individuals will have two (2) minutes to address the board. The Board will not engage in a discussion or debate with individuals, but will take the information and find answers if appropriate. Individuals **MUST NOT** include names of school employees and/or titles, or names of students in their remarks for their own legal protection and the legal rights of staff or students. Issues with school employees should be made directly to the School Administration in accordance with school policy. Professional conduct is expected when participating in the public comment. No protesting, signs, or posters are allowed during open forums. Per Minnesota's Open Meeting Law, if a person becomes disruptive or abusive and chooses to disregard the policy requirements, they will be asked to leave the meeting.*

# WOODBURY LEADERSHIP



6. **Board Action** (Presenter: Mandi Folks, Board Chair) Discussion (30 minutes)
  - 6.1. Services provided by The Nest
    - 6.1.1. The Nest Contract  
Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_
  - 6.2. Open Enrollment 2018-2019 SY
    - 6.2.1. 2018-19 Grade Offerings  
Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_
  - 6.3. Open Board Positions
    - 6.3.1. Recommendation of New Board Member  
Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_
  
7. **Board Communication & Future Items** (Presenter: Mandi Folks, Board Chair) Discussion (5 minutes)
  - 7.1. Board Communication - Reflection
  - 7.2. Future Items
  
8. **Housekeeping** (Presenter: Mandi Folks, Board Chair) Info (1 minute)
  - 8.1. Next Regularly Scheduled WLA Board of Directors Meeting  
Date: Tuesday, December 19, 2017  
Time: 5:30P.M.  
Location: WLA – 600 Weir Drive, Woodbury, MN 55125 –2<sup>nd</sup> Grade Pod Area
  - 8.2. Delegation of Public Comment Items (if necessary)
  - 8.3. New Board Members Oath of Office
  
9. **Adjournment** (Presenter: Mandi Folks, Board Chair) Action (1 minute)
  - 9.1. **Adjournment**  
Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

## CONSULTING SERVICES AGREEMENT

**THIS CONSULTING SERVICES AGREEMENT** (the “**Agreement**”) is made and entered into effective 28 November, 2017 (the “**Effective Date**”) by and between WOODBURY LEADERSHIP ACADEMY (“**Client**”), and The NEST, LLC (“**Consultant**”) (collectively, the “**Parties**”).

### RECITALS

Client wishes to have the Consultant provide certain educational consulting services to Client, as described below (the “**Services**”) relating to Client’s operations as a public charter school, and the Consultant is willing to furnish such Services on the terms and conditions as set forth in this Agreement.

**THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained, and for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

### **ARTICLE 1. TERM**

The obligations of Client and Consultant under this Agreement shall commence on the Effective Date and shall continue until 30 June, 2019 (the “**Expiration Date**”).

### **ARTICLE 2. SERVICES PROVIDED BY THE CONSULTANT**

Client hereby retains the Consultant to provide the Services as specified in this Agreement, and the Consultant accepts such engagement.

The Services will consist of Consultant assisting/advising Client, at the Client request, with operational and employment questions concerning Client’s business operations, including **the following efforts and activities intended to accomplish three related goals:**

- 1) **Secure necessary and adequate facilities for FY19**
- 2) **Execute a Charter Contract with VOA (Authorizer) no later than 30 June 2018**
- 3) **Coordinate the efforts to create a 5-year strategic plan**

#### **WLA Board Recruitment, Training, Development, and Technical Assistance**

- Attend WLA board meetings
- Recruit Community Members
- Create an on-boarding process for new board members
- Convene two board retreats in FY18 and two retreats in FY19 (dates TBD, mutually)
- Governance, Bylaws review
  - C. Kepler, Partner, Lindquist & Vennum
- Governance, Meetings
  - C. Kepler, Partner, Lindquist & Vennum
- Governance and Leadership
  - Strengths Finder (Agenda for Board Retreat)
    - T. Fish, University of St. Thomas
- Creating a sightline to establish an Affiliated nonprofit building corporation (ABC) pursuant to Minnesota Statutes §124E.13, Subd. 3
  - Symposium, XX.XX.2018, 4:30-8:00 p.m. (including dinner)(TBD, mutually).

- C. Kepler, Partner, Lindquist & Vennum
- Communication/Messaging
  - Provide technical assistance (including critical review and editing) of bi-weekly and ad hoc missives.
  - Symposium, XX.XX.2018, 4:30-8:00 p.m. (including dinner)(TBD, mutually).
    - E. Holte, NEST Lead
- State and Charter Contract Goals, Student Growth and Achievement ('Z' scores, MCA, ESEA, etc.)
  - D. Heistad, NEST Lead
  - Symposium, 02.06.2018, 4:30-8:00 p.m. (including dinner)
- Satisfy training requirements in Minnesota Statutes §124E.07, Subd 7, including:
  - board's roles and responsibilities
  - employment policies and practices
  - financial management
- Executive Director Evaluation
  - Per Minnesota Statutes §124E.12 and §123B.147, board of directors are obligated to design and implement performance evaluations of those who hold administrative, supervisory, or instructional leadership roles.
    - Phase I, FY 18:
      - A comprehensive process for evaluation of the Director that is in compliance with the Statutes, the mission/vision of the School and aligned with the contract obligations will be developed. The process will:
        - Define what the board's role is in regard to the evaluation and the logistics of completing the evaluation
        - Identify the information that will be part of the evaluation, along with who/what will have input.
        - Include the evaluation of other School leadership and administrative staffs.
        - Embrace a continuous improvement process
      - Product: Board approved procedure for conducting a Director Evaluation that is aligned to the statute and continuous improvement process.
    - Phase II, FY 19:
      - Design an evaluation that meets the board defined process and procedures.
      - The evaluation will:
        - Contain value added elements that will continue to move the School in the areas of academics, operations and fiscal quality.
        - The contractor will:
          - Provide training/assistance to the board on how to complete the evaluation and how it fits within the continuous improvement process.
      - Product: A Director Evaluation that is specifically designed for Woodbury Leadership Academy that will continue to move the School toward high quality.
  - B. Blue, NEST Lead

#### WLA Learning Program and Profile

- Technical assistance in the development and implementation of a middle school program FY19
- Right-Fitted to proposed facilities
  - D. Peterson, NEST Lead
- Recommendations for Professional Development to support the Learning Program

#### WLA Staff Support, Evaluation, and Professional DEvelopment

- Teacher Development and Evaluation (TDE)
  - NEST Integrated services embraces a somewhat different approach to performance evaluation by assisting the school in transforming the appraisal system into one that focuses on promoting authentic learning on the part of the teacher which will result in improved teacher performance and student learning. NEST training equips observers of classroom instruction with the skills and abilities to provide valid and reliable evaluations within a climate of trust, mutual respect and collaboration with teachers.
  - FY18
    - Conduct a review of all current appraisal systems and procedures.
    - Alternate Teacher Professional Pay System (ATPPS/Q-Comp).
      - Technical assistance: WLA Q-Comp application
      - Training sessions for administrators, supervisors and peer coaches in classroom observation skill.
    - Re-designing performance appraisal systems and documents to more fully align with the instructional goals of the school.
  - FY19
    - TDE (Q-Comp) implementation
      - Training of peer coaches, teachers.
      - Implementation of Q-Comp program.
      - Compliance reporting (MDE).
      - Capacity building internally.
  - B. Blue, NEST Co-Lead; G. Kibbel, NEST Co-Lead; D. Peterson, NEST Co-Lead

**Coordination of effort**

With the approval of the Client, the Consultant may engage counsel, or other consultants, with Client reimbursing Consultant, provided that Consultant may not incur an expense in excess of \$1,000 without Client’s advance consent.

**ARTICLE 3. COMPENSATION OF CONSULTANT**

The Consultant will be compensated as follows: \$65,700 USD in addition to any engagement of counsel or other consultants as delineated in ARTICLE 2.

Seven payments of equal amounts are due in FY18 beginning on 1 December through 1 June, \$5,300 USD/month; one payment of \$7,000 USD on or before 15 July 2018 and twelve payments of equal amounts are due in FY19 beginning on 1 July through 1 June, \$1,800 USD/month. If the 90 Termination (cf. Article 12) is exercised by the Client before 1 July 2018, \$7,000 USD is due within 30 days in addition to the payments due within the 90 day notice.

**ARTICLE 4. CONSULTANT REPRESENTATIONS**

The Consultant represents that the Consultant’s performance of all of the terms of this Agreement does not, and to the best of the Consultant's present knowledge will not, breach any agreement or duty to keep in confidence any proprietary information acquired by the Consultant in confidence or trust prior to the Consultant's engagement by Client. The Consultant has not entered into and will not enter into any agreement, whether written or oral, in conflict with this representation. The Consultant is not at the present time restricted from being engaged by Client or entering into this Agreement. The Consultant represents that the Consultant has the skills, expertise, knowledge, and experience necessary to render the services and will exercise professional judgment and use the same degree of care and skill ordinarily exercised by reputable consultants in similar circumstances

performing comparable services.

#### **ARTICLE 5. INDEPENDENT CONTRACTOR**

The Consultant is an independent contractor and not an employee, partner or co-venturer of, or in any other service relationship with, Client, and the manner in which the Consultant's services are rendered hereunder shall be within the Consultant's sole discretion. The Consultant is not authorized to speak for, represent, or obligate Client in any manner without the prior written authorization of a manager of Client. The Consultant shall be responsible for all payroll and other taxes arising from compensation and other amounts paid to the Consultant under this Agreement.

In performing the obligations hereunder, the Consultant is not expected to devote his or her full-time services to the services rendered hereunder. Client acknowledges and agrees that Consultant will have other consulting and employment obligations in addition to the services hereunder, and that it will be within the discretion of Consultant to determine when Consultant will complete the services hereunder, provided, however, that deadlines for completion of services hereunder required by Client will be fulfilled by Consultant.

#### **ARTICLE 6. LIABILITY AND INDEMNITY**

The Consultant shall indemnify, defend and hold harmless Client from and against all claims and actions, and all expenses (including reasonable attorney's' fees) incidental to such claims or actions, based upon or arising out of the breach of this Agreement by the Consultant or by the negligent or willful misconduct of the Consultant or anyone acting under the Consultant's direction or control or on the Consultant's behalf in the course of the Consultant's performance under this Agreement. The Consultant's aforesaid indemnity and hold harmless agreement shall not apply to any liability to the extent based upon the negligence or willful misconduct of Client.

Other than as specifically set forth above, the Client shall indemnify, defend and hold harmless Consultant from and against all claims and actions, and all expenses (including reasonable attorney's' fees) incidental to such claims or actions, based upon or arising out of the performance of the Parties of their respective obligations under this Agreement. The Client represents and agrees that the Consultant is not providing any assurance or guarantee that any recommendation in the Consultant's Report will result in any increase or success in the Client's educational or operational performance, and that each such recommendation is merely the Consultant's best opinion based on the Consultant's experience in the field of public charter school operations. The Client specifically waives any claim based upon any decrease in performance that results from the Client's attempt to implement any recommendation made by the Consultant.

#### **ARTICLE 7. ASSIGNMENT**

Neither party shall have the right, power or authority to assign any of its rights or obligations under this Agreement.

#### **ARTICLE 8. WAIVER; CONSENTS**

No consent or waiver, express or implied, by either party hereto or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any other instance by or on behalf of

Client or the Consultant shall not be construed to waive or limit the need for such consent in any other subsequent instance.

**ARTICLE 9. GOVERNING LAW**

This Agreement and the rights and obligations of the Parties hereto shall be interpreted and enforced in accordance with, and governed by, the laws of the State of Minnesota, without regard to the conflict of laws provisions of any jurisdiction.

**ARTICLE 10. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same Agreement.

**ARTICLE 11. SEVERABILITY**

Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

**ARTICLE 12. TERMINATION**

Either party may cancel this agreement at any time with a 90-day notice to the other party.

**IN WITNESS WHEREOF**, each of the undersigned Parties has caused this Agreement to be executed as of the dates acknowledged below.

WOODBURY LEADERSHIP ACADEMY  By: M. Folks Its: Board Chair	The NEST, LLC  By: B. Blue Its: Managing Partner
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