



St. Croix Preparatory Academy  
Board Meeting Agenda  
January 17, 2023

1. Call to Order
2. Open Forum
3. Consent Agenda (Board Minutes, Executive Director Report)
  - A. Board Minutes 2
  - B. Executive Director Report 5
  - C. Governance -- Policy Approval
4. Agenda
  - A. 2023 Gala Information
  - B. Succession Planning Discussion -- Scott Morrell
  - C. Succession Planning -- Template of Agreement, Status of Review, Next Steps 9
  - D. Board Elections 14
5. Adjourn Meeting

Members Present: N. Donnay, R. Hajlo, D. Keyes, A. Galati, C. Norman, A. Melendres, K. Denzer, S. Mueller

Members Absent: A. Galati, M. Stiles

Ex-officio Members Present: J. Gutierrez, K. Gutierrez

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## **Call to Order**

R. Hajlo called the meeting to order at 6:04 pm

## **3A - 3B Consent Agenda – J. Gutierrez**

Board minutes from the November 15, 2022 meeting and the Executive Director’s Report.

- Motion to Approve: C. Norman
- Second: S. Mueller
- Approved: All, except K. Denzer abstention

## **3C - Governance Committee - J. Gutierrez**

1. Policy work is being worked on by legal counsel, utilizing MSBA templates as the framework for future governance work.

## **4A - Charting the Course Gala Information**

- Mark calendars for February 11, 2023. Additional details at the January 17 meeting.

## **4B - Educational Leadership Board Reports**

- Reports presented by J. Karetov, A. Kleinboehl, A. Sachariason, P. Rosell – there was discussion.

## **4C - Audit Acceptance - K. Gutierrez**

- Presentation and review of the audit results – Executive Audit Summary, Report on Financial Statements, with highlights noted by Lucas Chase, CliftonLarsonAllen. CLA issued a “clean” audit or unmodified audit report.
- Motion to accept: A. Melendres
- Second: K. Denzer

- Approved: All

## **4D - School Calendar Approval**

- Motion to approve: S. Mueller
- Second: D. Keyes
- Approved: All

## **4E -2022-2023 Compensation Adjustment**

1. Motion to change Susan Peterson’s title to Events and Communications Manager and change her from an hourly employee to annual salary of \$60,000. There is no impact to the budget as the annual salary equals the total hourly compensation.
  - Motion to approve: C. Norman
  - Second: S. Mueller
  - Approved: All
2. Motion to transition Beth Grubisch from hourly employee to annual salary of \$67,000. There is no impact to the budget as the annual salary equals the total hourly compensation.
  - Motion to approve: K. Denzer
  - Second: A. Melendres
  - Approved: All
3. A majority of faculty received annual increase of 17% on July 1. This was due to the 15% increase plus the 2% increase for the additional year of service. Some employees did not receive the additional increase due to being at the top of the payment scale. K. Gutierrez explained the three options available. Funding is available due to fund balance dollars currently being invested at higher interest rates – above 4%. – Motion to increase both 19+ year teacher compensation and 12-month employees and EA/Paras who didn’t receive at least a 17% salary increase.
  - Motion to approve: B. Hajlo
  - Second: N. Donnay
  - Approved: All

## **4F Succession Planning Update**

- Discussion of Succession Planning Committee work and information submitted in the board packet, namely the Succession Planning timeline, the sample employment agreements from similar charter schools, annual review process of employees who report to the Board, and potential consultants who can assist with the succession planning process. Agreed to have legal counsel draft a sample employment agreement; agreed to have Scott Morrell, Rebar Leadership, attend the next board meeting on January 17 to explain the process and considerations in succession planning.

## **Adjournment:**

- Motion to adjourn: N. Donnay 8:08 PM
- Second: C. Norman
- Approved: All

Respectfully Submitted by J. Gutierrez



## Executive Director's Report to the Board

**Date of Report:** January 2023

**Report Prepared By:** Jon Gutierrez

### Operational Items:

- Weekly meetings with administrative leadership and individual leadership team members – A. Sachariason, J. Karetov, K. Gutierrez, P. Rosell, B. Blotske, S. Garceau, K. Seim, C. Olson; and weekly administrative leadership meeting.
- Continued work with the Succession Planning Committee on the first phase of their planning; coordinated S. Morrell and preparation for board meeting
- Continued work on board governance model resolution and Governance Committee
- Completed escalation items related to student situations
- Performing duties of Communication, including reestablishing process for the informal branding committee and its associated approvals.
- Conducted informational meeting on January 9 prior to close of open enrollment period. Over 70 in attendance which is higher than usual.
- Current enrollment information for the 2022-2023 school year wait list and registrations for 2023-2024 are:

Grade	2022-23 Enrollment	2022-23 Waitlist	2023-24 Applications
Kindergarten	90	187	241
1 <sup>st</sup> Grade	91	96	49
2 <sup>nd</sup> Grade	91	87	52
3 <sup>rd</sup> Grade	94	89	53
4 <sup>th</sup> Grade	91	90	49
<b>LS Total</b>	<b>457</b>	<b>549</b>	<b>444 (+122)</b>
5 <sup>th</sup> Grade	93	87	50
6 <sup>th</sup> Grade	93	74	73
7 <sup>th</sup> Grade	95	62	34
8 <sup>th</sup> Grade	93	38	27
<b>MS Total</b>	<b>374</b>	<b>261</b>	<b>184 (+60)</b>
9 <sup>th</sup> Grade	101	0	42
10 <sup>th</sup> Grade	90	0	3
11 <sup>th</sup> Grade	98	0	0
12 <sup>th</sup> Grade	97	0	1
<b>US Total</b>	<b>386</b>	<b>0</b>	<b>46 (+14)</b>
		5	
<b>School Total</b>	<b>1,217</b>	<b>810</b>	<b>674 (+196)</b>

**Comments on Enrollment**

- None at this time

Professional Development: *See Attachment*



**J. Gutierrez**  
**Professional Development Plan**  
**2022-2023**

Month	Category	Title	Description/Comments
July 2022	AudioBook – 12 hours	The Iliad, translation by Robert Fagles	
	Videos – 12 hours	Erica Stevenson, Iliad Books 1-24, Moan (Modern Ancients), Inc.	
	Audiobook – 12 hours	The Odyssey, translation by Robert Fagles	
	Videos – 12 hours	Erica Stevenson, Iliad Books 1-24, Moan (Modern Ancients), Inc.	
	Book	Hostages No More, The Fight for Education Freedom and the Future of the American Child, by Betsy DeVos	
	Video Lecture – 48 minutes	The Heroic Quest, Vergil, Aeneid – Missouri State University	
	Book	Aeneid, by Virgil, books 1-7	
August 2022	Video Lectures – 15 hours	Aeneid, Books 1-7, Video lectures by Erica Stevenson, Tim McGee	
	Professional Development	Active Shooter Training – ALICE (Alert, Lockdown, Inform, Counter, Evacuate) training, Reunification Site Procedures to potentially implement	7
	Podcast – 2.5 hours	Legacy of Speed: Relax and Win – host Malcolm Gladwell	St. Jose State track team and events and context of Tommie Smith/John Carlos Mexico Olympic stand protest in 1968
	Documentary Film – 70 minutes	The Stand: How One Gesture Shook the World	Context and background of 1968 Olympic games protest
	Podcast – 30 minutes	The Daily, Inside the Adolescent Mental Health Crisis	
September	Podcast – 42 minutes	The Daily, How Gorbachev Changed the World	
	Book	The Aeneid, by Virgil	
	Videos, podcasts – 24 hours	Various Aeneid resources, Course Hero, Modern Ancients, Tim McGee	
	Book	All Quiet on the Western Front, by Erich Maria Remarque	Contrast to the glory/honor of war as depicted in The Iliad and The Aeneid. A German soldier's account of WWI – front line trench warfare
	School Law Seminar	September 30 – Rupp, Anderson, Squires, Waldspurger & Mace – topics included recent lawsuits against schools, student/staff freedom of speech issues, expulsion (and exclusion) procedures. Student searches in a digital age, data practices considerations for school administrators, discrimination claims, effective investigations.	
October	Movie – 2:35:00	All Quiet on the Western Front (1979)	
	Book	The Red Badge of Courage, by Stephen Crane	
	Book	The Revolt of the Black Athlete, by Harry Edwards	
	Conference	Minnesota Classical Education Conference <ul style="list-style-type: none"> <li>• Dr. Anika Prather: <i>Why Classical Education is the best education for our children:</i></li> </ul>	





## EXECUTIVE DIRECTOR AGREEMENT

This Executive Director's Agreement ("Agreement") is entered into by and between the Board of Directors ("Board") of \_\_\_\_\_ Academy ("Academy") and [INSERT NAME] ("Executive Director"). The Academy and Executive Director are hereinafter collectively referred to as "the parties."

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of the Executive Director's employment with the Academy;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, including the relinquishment of certain legal rights, the parties hereby agree as follows:

- 1) **Term.** This Agreement will be in effect from [July 1, \_\_\_\_\_ to June 30, \_\_\_\_\_], unless early termination occurs pursuant to paragraph 8 or 10 of this Agreement. Absent early termination, the Executive Director's employment will terminate effective at the close of business on [June 30, \_\_\_\_\_]. This Agreement will not automatically renew.
- 2) **Position and Duties.** Subject to the other provisions of this Agreement, the Academy hereby agrees to employ the Executive Director as an at-will employee in the position of "Executive Director" for the Academy, and the Executive Director hereby accepts such employment, upon the terms and conditions set forth in this Agreement.
  - a) The position of Executive Director is a full-time position with exempt status under the Fair Labor Standards Act. Regular attendance is an essential function of the job. A regular work day will be eight (8) hours in length, but the Executive Director is expected to work the number of hours necessary to perform his job duties and to meet the professional expectations of the job. In light of the exempt status of the position, additional hours worked beyond a forty-hour workweek will not constitute overtime. Beyond the basic duty day, the Executive Director is expected and may be required to attend and participate in meetings and school-sponsored events, such as curriculum nights, informational meetings, student and parent conferences, professional trainings, meetings called by the Board, and other similar events.
  - b) Subject to the Board's oversight, the Executive Director will direct and assign employees of the Academy in a reasonable manner and will generally be responsible for the day-to-day operations and management of the Academy. The Executive Director will also perform the job duties and meet the professional expectations established in the job description for the position of "Executive Director." In addition, the Executive Director must perform all services that the Board prescribes or assigns, regardless of whether those services are specifically described in this Agreement or in the related job description.
  - c) The Board retains the right to modify the Executive Director's written job description as it sees fit; to oversee and direct the Executive Director's performance as it sees fit; and to review the Executive Director's performance as it sees fit.
- 3) **Compensation.** While this Agreement is in effect, the Executive Director will earn a gross annual salary of [WRITE OUT AMOUNT] ([INSERT DOLLAR AMOUNT]) for the period [July 1, \_\_\_\_\_ – June 30, \_\_\_\_\_] in consideration for faithfully performing the duties of the Executive Director for the Academy. The gross annual salary for the period July 1, 20\_\_\_\_ – June 30, 20\_\_\_\_ will be determined

by mutual agreement between the Board and the Executive Director. The gross annual salary may be modified, but will not be reduced during the term of this Agreement. In accordance with its regular payroll schedule, the Academy will pay the Executive Director this annual salary in twenty-four equal installments (i.e. twice a month), less applicable withholdings and deductions. If this Agreement is terminated during the middle of a pay period, the salary paid to the Executive Director for that period will be prorated and decreased to reflect the number of days actually worked.

- 4) **Insurance Benefits.** The Executive Director will be eligible to enroll in the Academy's group health insurance plan, dental plan, life insurance plan, short-term disability plan, and long-term disability plan. The details of the benefit plans, applicable premiums, and eligibility for coverage are fully outlined in the [INSERT where benefits description may be found, such as the Employee Handbook or Employee Benefit Summary].
- a) In order to receive any insurance benefits described in the Employee Benefit Summary, the Executive Director must pay his percentage of the applicable premiums for coverage, and he must timely enroll in and qualify for the insurance plans selected by the Academy.
  - b) The Executive Director is solely responsible for the cost of any premiums for insurance in excess of the Board's contribution for single coverage and the percentage determined by the Board for dependent coverage.
  - c) The description of insurance benefits in this Agreement is intended to be informational only. The Executive Director agrees that no action may be brought against the Academy for any particular claim that is not covered or paid by insurance. The Academy is not insuring or guaranteeing that any particular claim will be paid or covered by insurance. The eligibility and coverage of the Executive Director and dependents will be governed entirely by the terms of the applicable insurance policy.
  - d) The Academy's contribution will be made so as to provide coverage through the month in which this Agreement terminates. If the Parties agree to extend this Agreement pursuant to paragraph 9 of this Agreement, the Academy's contribution will be made so as to provide coverage through the month in which the extended Agreement terminates.
  - e) In the event this Agreement will cause or does cause penalties, fees, fines, or additional taxes to be assessed against the Academy, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminates or reduces penalties, fees, fines, or additional taxes to be assessed against the Academy. The amount of any reduction in the Academy's contribution toward the Executive Director's health care benefits as a result of addressing the "highly compensated employee" component of the Affordable Care Act may be placed into another Academy provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.
  - f) **Term Life Insurance.** While this Agreement is in effect, the Academy will pay the premiums for a group term life insurance policy for the Executive Director with a death benefit in the amount of [REDACTED] thousand dollars (\$ [REDACTED],000). The eligibility of the Executive Director and his beneficiaries for these insurance benefits will be governed by the terms of the insurance policies selected by the Academy. The parties agree that the Academy's only obligation is to pay the premiums for the insurance policy described in this paragraph, and no claim may be brought

against the Academy for any particular claim or benefit not paid by insurance. The Academy is not ensuring or guaranteeing that any particular claim or benefit will be paid or covered by insurance.

5) **PERA Contributions.** While this Agreement is in effect, the Executive Director will be a member of the Minnesota Public Employees Retirement Association (PERA). The Academy and the Executive Director will each contribute at least the minimum amounts required by PERA. The Academy's obligation to make any contribution to PERA will cease immediately in the event that the Executive Director resigns or his employment is terminated for any reason. The Academy is authorized to make payroll deductions for paying the Executive Director's PERA contributions.

6) **Paid Time Off.**

The Executive Director will not be expected to work on the following days: Labor Day; Thanksgiving Day; the day after Thanksgiving; Christmas Eve, December 24<sup>th</sup>; Christmas Day, December 25<sup>th</sup>; New Year's Eve Day; New Year's Day; Martin Luther King Day; Presidents' Day; Good Friday; Memorial Day and July 4<sup>th</sup>, if applicable. In addition, the Executive Director may take up to ( ) days of paid time off during each year of the term of this Agreement with the understanding that the Executive Director will be expected to be working on student non-session days or use paid time off. Any additional days of paid time off must be mutually agreed to by the Executive Director and the Board.

a) **FMLA Leave.** Pursuant to the Family Medical Leave Act (FMLA), the Academy allows employees to use their accumulated Paid Time Off during a period of FMLA leave. If the Executive Director takes a leave of absence for a serious health condition, the Executive Director's accumulated Paid Time Off will be applied beginning at the time the leave commences.

b) **Sick Leave.** Any absences due to illness that are in excess of the Executive Director's accumulated Paid Time Off days will be without pay.

7) **Covenant of Diligence, Good Faith, and Loyalty.** The Executive Director agrees to perform his job duties diligently, in good faith, to the best of his ability. The Executive Director further agrees to be loyal to the Board and to the Academy.

a) The Executive Director may not, directly or indirectly, engage or participate in any action or conduct that conflicts in any respect with the interests of the Academy, nor may the Executive Director engage or participate in any action or conduct that is inconsistent with the Board's policies or actions, his duties as the Executive Director, the basic educational mission of the Academy, or the desired image of the Academy.

b) The Executive Director must fully comply with all federal and state laws and with all policies, procedures, and rules of the Academy. The Executive Director must perform his duties in a trustworthy, ethical, legal, and diligent manner and must use his best efforts to promote the interests of the Academy.

c) During the term of this Agreement, the Executive Director must not enter into another employment contract or an independent contract with another entity, or write a grant for another entity, without the prior written approval of the Academy's Board.

- d) The Executive Director must not and agrees to refrain from using any Academy time, property or resources or allowing Academy employees to use Academy time, property or resources:
- i) for purposes of serving on the board of an educational entity or school, or
  - ii) to promote, market or assist the founding and opening of an educational entity or school. This must not restrict the Executive Director's ability to devote non-Academy time, property and resources to such purposes.
- 8) **Employment Status and Termination.** The Executive Director is an at-will employee regardless of any statements, representations, procedures, or policies that may be made or promulgated by the Academy or its agents or representatives. Accordingly, the Board may terminate this Agreement and Executive Director's employment as it sees fit. The Board is not required to show cause for termination of this Agreement and the Executive Director's employment. After the effective date of any termination or non-renewal, Executive Director is not entitled to receive any form of unearned salary, severance, payment of any insurance premium, unused vacation or sick leave, or any other employer-paid benefit.
- 9) **Notice of Intent to Continue as Executive Director.** The intent of this position is to serve the Academy as an Executive Director for a two-year term. On or before [December 31, 20\_\_], the Executive Director must provide the Board with written notice stating whether or not he will request to be employed by the Academy as Executive Director for the [202\_-202\_] school year.
- 10) **Resignation.** The Executive Director may terminate this Agreement and his employment with the Academy by providing the Board Chair with written notice of his resignation no less than thirty (30) calendar days in advance of the effective date of the resignation. In the event that such notice is given, the Executive Director must continue to perform his job duties diligently, in good faith, and to the best of his ability until the effective date of the resignation. The Executive Director must also act in good faith to facilitate the transfer of job duties to a new Executive Director. In the event that the Executive Director resigns and provides less than thirty (30) days advance written notice to the Academy, he will be liable to the Academy for liquidated damages in the amount of two thousand five hundred dollars (\$2,500). With the Executive Director's written authorization, the Academy may deduct this sum from the Executive Director's final paycheck. If the Executive Director does not give the Academy authorization to deduct this amount from his paycheck or in the event that his final paycheck is less than two thousand five hundred dollars (\$2,500), the Executive Director will be liable to the Academy for the \$2,500 or the balance of that sum plus any costs, expenses, and attorney fees incurred by the Academy in recovering or collecting the outstanding sum. After the effective date of any resignation, the Executive Director is not entitled to receive any form of unearned salary, severance, payment of any insurance premium, unused vacation or sick leave, or any other employer-paid benefit.
- 11) **Choice of Law and Severability.** This Agreement must be governed by the laws of the State of Minnesota, regardless of whether any change occurs in the Executive Director's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

12) **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

13) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the employment of the Executive Director. No party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbooks or policies. The Executive Director understands and agrees that any handbooks or policies adopted by the Academy do not create an express or implied contract. No waiver or modification of any provision of this Agreement is valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below. This Agreement will not become effective unless and until it is approved by the Board of Directors of \_\_\_\_\_ Academy and signed by both parties.

**By signing below, each party acknowledges that it has read this Agreement; that it understands the terms of the Agreement; and that it intends to be legally bound by the terms of the Agreement.**

**Executive Director**

Dated: \_\_\_\_\_  
[INSERT NAME]

**Board Chair of \_\_\_\_\_ Academy**

Dated: \_\_\_\_\_  
[INSERT NAME]

Name of School: ST CROIX PREPARATORY ACADEMY

District #: 4120

Date of Report: October 2022

**BOARD MEMBER ROSTER**

	Check One		E or A	Terms	Term		Officer	Director Contact	Affiliation - Check One			Date Obtained Required Training			Appointed 2021	Elected 2022	
	Current Director	Elect			Appointed	Date Seated			Date Term Expires	Teacher *	Parent *	Community Member *	Finance	Government			Employment
1	Bob Hajlo	X		E	2	8/19/19	8/19/25	Chair	<a href="mailto:bobhajlo@stcroixprep.org">bobhajlo@stcroixprep.org</a>	X			12/10/16	12/10/16	12/10/16		x
	Christina Norman		X	E	1	8/16/22	8/31/25		<a href="mailto:christinanorman@stcroixprep.org">christinanorman@stcroixprep.org</a>	X							x
	Matthew Stiles		X	E	1	8/16/22	8/31/25		<a href="mailto:matthewstiles@stcroixprep.org">matthewstiles@stcroixprep.org</a>	X							x
2	Nicole Donnay	X		E	2	3/25/14	8/18/23		<a href="mailto:ndonnay@stcroixprep.org">ndonnay@stcroixprep.org</a>	X			8/12/14	8/12/14	8/12/14		
3	Angela Galati			A		10/19/21	8/18/23		<a href="mailto:angelagalati@stcroixprep.org">angelagalati@stcroixprep.org</a>	X			8/9/16	8/10/16	8/11/16	x	
4	Kristen Denzer	X		E	2	8/21/18	8/17/24		<a href="mailto:kristendenzer@stcroixprep.org">kristendenzer@stcroixprep.org</a>	X			8/13/18	8/21/18	8/21/18		
5	Deb Keyes	X		E	4	8/18/15	8/31/25		<a href="mailto:dkeyes@stcroixprep.org">dkeyes@stcroixprep.org</a>	X			4/21/12	4/21/12	4/21/12		x
6	Shane Mueller	X		E	3	8/21/18	8/31/25	Vchair	<a href="mailto:shanemueller@stcroixprep.org">shanemueller@stcroixprep.org</a>		X		4/1/15	4/1/15	4/1/15		x
7	Andrew Melendres	X		E	1	9/15/20	8/18/23		<a href="mailto:drewmelendres@stcroixprep.org">drewmelendres@stcroixprep.org</a>	X			9/1/20	9/1/20	9/1/20		
9	Teacher	X		A													
*Teacher = Licensed Teacher Employed at the School																	
*Parent = Parent of Student Enrolled at the School																	
*Community Member = Individual who is neither a teacher employed at school nor a parent of student enrolled in the school																	

## Board Election Update (2022-2023 school year)

The following is a summary of the board election update:

- The Board Election will be held on **May 16, 2023**.
- The Board Nomination Form will be included in the Parent Update on **February 10, 2023**.
- The Board Nomination Form has been updated for the 22-23 school year. Candidates must submit a Board Nomination Form by **April 6, 2023**.
- The candidates' names will be published in the Parent Update on **April 14, 2023**.
- Candidates will complete Voter's Guide questions by **April 20, 2023**.
- The Executive Committee will request a meeting with all candidates to review expectations, responsibilities, etc.
- The Voter's Guide will be distributed the last week of April. The Voter's Guide will be included in the Parent Update on **April 28, 2023**.
- A Voter's Forum will only be held if the number of candidates warrants it.
- All of the above dates will make St. Croix Prep in compliance with state statutes and its bylaws.

"Board elections must be held during the school year but may not be conducted on days when the school is closed." (Minn. Stat. 124E.07 Subd. 2). "At least sixty (60) days prior to the Corporation's School Board election, the Board of Directors, or its committee, will solicit nominations from teachers, parents/legal guardians, and community members, for all of the Director positions that will be filled at the next election." (SCPA Bylaws – Article IV, Section 4). "A charter school must notify eligible voters of the school board election dates at least 30 days before the election." (Minn. Stat. 124E.07 Subd. 5).

### **Seats up for re-election in 2023:**

Parent seats: Drew Melendres (3 year term), Open (2 term - to replace R. Hajlo)

Community member: NA

Teacher seats: Nicole Donnay (3 year term), Angelia Galati (3 year term), Open (3 year term - to replace a resignation)

Note: Shane Mueller, the current community member, will be resigning June 11th, 2023. The Board has made a resolution to have Robert Hailjo, a current parent member, take over the remaining two years left on the community member's term. Robert Hajlo will no longer be a parent in the school as his son will graduate in June.