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BOARD OF EDUCATION

Special Meeting - Monday, November 24, 2025 - 4:00 PM
Creekside
16000 41st Ave N.
Plymouth, MN 55446

Minutes of Regular Meeting Meeting

A Regular Meeting Meeting of the Board of Education of Wayzata Public Schools was held Monday, November 24, 2025, beginning at 4:00 PM in the Creekside
16000 41st Ave N.
Plymouth, MN 55446.

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Board of Education
Regular Meeting – November 24, 2025

AGENDA SECTION: Call to Order

ITEM: Roll Call Attendance

COMMENTS BY: Heidi Kader, Acting Board Chair

	PRESENT	ABSENT
Milind Sohoni	_____	_____
Sheila Prior	_____	_____
Sarah Johansen	_____	_____
Paras Bhende	_____	_____
Valentina Eyres	_____	_____
Dan Ginestra	_____	_____
Heidi Kader	_____	_____
Chace Anderson, ex-officio	_____	_____



Board of Education
Regular Meeting – November 24, 2025

AGENDA SECTION: Approval of Agenda Items

ITEM: Approval of Agenda Items

COMMENTS BY: Heidi Kader, Acting Board Chair

Recommended Action: Approve the full agenda as presented.

Motion by: _____

ROLL CALL

Passed: _____

Second by: _____

Failed: _____

Abstentions: _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
November 24, 2025

AGENDA SECTION: **OTHER BOARD ACTION**

ITEM: **Approve Superintendent Search Firm Contract**

COMMENTS BY: **Dave Lutz, Executive Director of Human Resources**

**Board Action to Approve Contract with Minnesota School Boards Association (MSBA)
Executive Search Service:**

On November 10, 2025, the Wayzata School Board voted to approve entering into a contract with MSBA for superintendent search services. Attached is the MSBA Executive Search Service Agreement, which has been review by the Superintendent Search Committee, Executive Director of Finance & Operations, Trevor Peterson, and the school district's legal counsel.

RECOMMENDED ACTION: Approve the Executive Search Service Agreement with MSBA.

Motion by: _____ ROLL CALL Passed _____

Second by: _____ Failed _____

Abstentions: _____

Executive Search Service Agreement

This Executive Search Service Agreement (hereinafter "Agreement") is a contract for services made and entered into effective as of November 13, 2025, and between the Minnesota School Boards Association, a Minnesota nonprofit corporation (hereinafter "MSBA"), and the School Board of Wayzata Public Schools, a Minnesota independent school district (hereinafter "School Board").

I. MSBA

A. MSBA agrees to provide the services as indicated below.

- Conduct an initial planning meeting with the school board to establish the search timeline, discuss hiring criteria and public involvement, identify the district's position in the marketplace, determine advertising venues, and finalize all processes and procedures for conducting the search. *
- Collect public input through an online qualifications and quantitative data survey (in multiple languages, if requested). Results will be summarized for the school board by MSBA.
- Hold Search Preview meetings with district leadership to share information and answer their questions.
- Conduct focus groups and/or listening sessions with a cross-section of district constituencies if requested by the district. Results will be summarized for the school board by MSBA.
- Host an online informational **Q&A with MSBA** session regarding the superintendent search process, and provide the recording for placement on the district's website. * *
- Develop a two-sided color vacancy announcement and post on statewide job sites, post in Revelus through the national NASS network, and post on national job sites.
- Directly contact Superintendents, Assistant/Associate Superintendents, Service Cooperative Directors, Cabinet Members, Principals, and Assistant Principals across the state to inform them of the vacancy and application procedures.
- Develop all application procedures, handle applicants' calls and correspondence, collect and review applicants' files, and receive applicants' credentials.
- Screen the applicant pool against the school board's established hiring criteria and leadership profile.
- Conduct preliminary verification of references and pre-interviews and vetting of applicants who best meet the school board's hiring criteria and leadership profile as determined by MSBA's screening team.
- Conduct a meeting with the school board for purposes of interview training, developing interview questions, and clarifying interview schedules. * *



- Conduct a meeting with the school board for purposes of presenting candidate recommendations so the school board can select finalists for interviews, and clarifying remaining steps of the search process. * *
- Coordinate with finalists and be present during the first and second rounds of interviews. *
- Prepare a news release for the district to send to the media, school district staff, and community that includes the names of the finalists who will be interviewed.
- Facilitate audience input forums in conjunction with the second round of interviews, if requested. *
- Prepare a news release for the district to send to the media, school district staff, and community introducing the new superintendent.
- Assist in developing a transition plan for the new superintendent, if requested.
- Visit the new superintendent during their first year of employment. *
- Facilitate a Transition Workshop to develop goals and/or expectations for the school board and superintendent within six months after the new superintendent begins work in the school district.
* *

* **Designates in-district meetings, if possible.**

* * **Designates virtual meetings. However, at the board's request in-district meetings may be substituted for an additional \$300 per meeting.**

B. Additional Services

1. Upon request, additional services may be included as enhancement to the search for a fee mutually agreed upon by the School Board and MSBA.
2. The School Board may independently contract, at its own expense, for testing or evaluation services in addition to the services provided by MSBA's search team under this Agreement. MSBA does not recommend or endorse the necessity of such services. MSBA will not collect, receive, maintain, consider, or interpret the results of any testing or evaluation services as a part of, or with respect to, the services provided under this Agreement. Any recommendation(s) provided by MSBA in accordance with this Agreement will be based solely upon the services provided by MSBA under this Agreement and not upon any additional services obtained independently by the School Board.

C. Satisfaction Guarantee

MSBA will conduct the Wayzata Public Schools superintendent search from a strong school board perspective, and with impartiality and professionalism while focusing on the School Board's identified hiring criteria. If, at any time during the first year of the new superintendent's contract the School Board releases the superintendent, MSBA will conduct a second superintendent search



for no additional fee. However, the School Board would be responsible for new direct expenses, if any, incurred by MSBA for the second search. NOTE: this guarantee is dependent upon the board's participation in the Transition Workshop, which must be held within six months after the new superintendent begins work in the district. In addition, the candidate hired as superintendent must have been included in MSBA's recommended slate of finalists.

II. The School Board

- A. The School Board agrees to pay \$TBD for the search services provided by MSBA according to this Agreement (\$29,900 base fee + \$TBD for optional customized stakeholder involvement as outlined in the proposal). The School Board will pay the full amount due upon termination of this Agreement, within thirty (30) days after receipt of an MSBA invoice.
- B. The School Board agrees to follow MSBA's executive search process, as described in **Section I.A.** and **I.B.** above.
- C. The School Board agrees that the School Board alone will select finalists for interviews.
- D. The School Board agrees to complete the superintendent search process unless this Agreement is terminated in accordance with Section IV below.
- E. The School Board agrees to fulfill all state and federal hiring obligations.
- F. To the extent permitted by Minnesota law, the School Board agrees to hold harmless MSBA, its officers, directors, employees, and agents for any damages caused by any service or advice rendered pursuant to this Agreement.
- G. The School Board agrees that it will be solely responsible for responding to any request for government data regarding the executive search process, including compliance with the Minnesota Government Data Practices Act and the Minnesota Open Meeting Law.

III. Term

If this Agreement is not terminated as provided in Section IV. A., B., or D. below, it shall continue in effect until it terminates pursuant to Section IV. C. below.

IV. Termination

This Agreement shall terminate as follows:

- A. immediately, upon written agreement of MSBA and the School Board; or
- B. immediately, upon receipt of written request of the School Board;
- C. sixty (60) days after the signing of a contract between the School Board and a new superintendent or completion of the post-hiring workshop (if requested) dealing with goals



and/or team-building if scheduled beyond the sixty (60) days by mutual agreement of the parties; or

- D. at the written election of the aggrieved party, upon the occurrence of a material breach of this Agreement, provided that (i) the aggrieved party gives the other party that is in breach written notice of such breach; (ii) the aggrieved party is not itself then in material breach of any obligation, undertaking, or agreement that it is required to observe or perform pursuant to the terms of this Agreement; and (iii) the party receiving such notice does not cure such breach to the reasonable satisfaction of the aggrieved party within thirty (30) days following receipt of such notice.

V. Effect of Expiration or Termination

In the event this Agreement is terminated as provided in **Section IV.** above, this Agreement shall be of no further force or effect as of the date on which the termination is effective, and MSBA and the School Board shall thereafter be relieved and discharged from their obligations hereunder, except that:

- A. the School Board shall remain liable for obligations, including, but not limited to, a proportional fee plus expenses incurred by MSBA or its agents or employees, arising while this Agreement is in effect; and
- B. each party shall retain the right to seek any redress available under law for any loss or injury caused by the other party as the result of such party's breach of its obligations under this Agreement; and
- C. the parties shall cooperate to resolve promptly any outstanding financial or administrative matters.

VI. Notices

All notices and other communications called for by this Agreement shall be in writing and shall be deemed to be duly received (i) on the date given if delivered personally or by confirmed fax copy or e-mail; or (ii) five (5) days following posting if mailed or shipped postage prepaid, return receipt requested, by certified mail or reputable overnight carrier to the parties at the following addresses:

If to MSBA:	Minnesota School Boards Association 1900 West Jefferson Avenue St. Peter, MN 56082-3015
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If to the School Board:	Wayzata Public Schools 13305 12th Ave N Plymouth, MN 55441
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VII. Modification

This Agreement may be amended or modified only by a written instrument duly executed by both of the parties to this Agreement and may be waived only by a written instrument duly executed by the party waiving the right(s).

VIII. Independent Contractor

For all purposes under this Agreement, the relationship of MSBA to the School Board shall be that of an independent contractor. Nothing in this Agreement shall be deemed or construed to create an agency, an employer-employee relationship, or a partnership or joint venture relationship between the parties.

IX. Choice of Law

This Agreement is governed by the laws of the State of Minnesota. The parties agree that the courts of the State of Minnesota will be the sole forum in which any legal action concerning or relating to this Agreement will be brought.

X. Complete Agreement

This Agreement constitutes the entire agreement between MSBA and the School Board. No representations, alterations, variations, or oral understandings of the terms of this Agreement will be binding on either party.

XI. Data Practices

All of the data created, collected, received, stored, used, maintained, or disseminated by MSBA in its performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. MSBA must comply with these requirements as if it were a government entity. If this Agreement allows MSBA to have access to identifiable information on students, it is also subject to the Family Educational Rights and Privacy Act (FERPA), 20 United States Code § 1232g and rules and regulations promulgated under this law.

MSBA will report to the School Board any requests for data related to this Agreement or the services provided pursuant to this Agreement. MSBA will report to the School Board any data breaches it becomes aware of regarding data created, collected, received, stored, used, maintained, or disseminated by MSBA in performance of this Agreement.

XII. Audit Clause

The books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. When examinations are performed by the Minnesota State Auditor, the cost of the examination shall be borne as specified in Minnesota statutes.



XIII. Liability

The parties shall each be responsible for their own intentional or negligent acts and omissions and not the acts and omissions of the other party.

XIV. Severability

If any portion of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected. Obligations of the parties under this Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

XV. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together will be deemed to constitute one and the same Agreement. Pursuant to the Minnesota Uniform Electronic Transaction Act (Minnesota Statutes, Chapter § 325L), the exchange of copies of this Agreement and/or of the signature pages by facsimile or email transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, the parties below have signed and entered into this Agreement.

Authorized Signer
Wayzata Public Schools

Printed Name

Date



Kirk Schneidawind, Executive Director
Minnesota School Boards Association

Kirk Schneidawind
Printed Name

11/13/25
Date





Board of Education
Regular Meeting – November 24, 2025

AGENDA SECTION: Adjourn

ITEM: Adjourn

COMMENTS BY: Heidi Kader, Acting Board Chair

This agenda item brings closure to the School Board meeting.

Recommended Action: Call the meeting to a close.

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Time of Adjournment: _____ 11 _____