



St. Croix Preparatory Academy
Board Meeting Agenda
June 20, 2023

1. Call to Order
2. Agenda
 - A. Board Officer Election 2
 - B. Executive Committee Appointment of M. Stiles -- by J. Gutierrez,
per Governance Manual, approval not necessary, so
informational 5
 - C. Job Description Review 14
 - D. Employment Agreement Review 20
 - E. Stipend Recommendation 32
 - F. Negotiation Next Steps -- Executive Committee or Board, Timeframes, etc.
3. Adjourn Meeting

regulations which shall be consistent with the Articles of Incorporation, these Bylaws and the policies of the Corporation. The Board Chair shall be an ex-officio member of all committees, unless he serves as a member of such committee.

Section 10. Conflict of Interest. Statutory and common law conflicts of interest are prohibited. A Conflict of Interest Policy will be established by the Board of Directors.

ARTICLE V OFFICERS AND EMPLOYEES

Section 1. Number, Election, and Experience.

- (a) Number of Officers. The officers of this Corporation shall consist of a President (Chief Executive Officer), Vice President, Treasurer (Chief Financial Officer), Secretary and such other officers as the Board of Directors shall determine from time to time.
- (b) Election of Officers & Term. The officers of the Corporation shall be elected by the Board for the lesser of a one (1) year term or the remaining unexpired term of the Director.
- (c) Experience. It is preferred that the President and Vice President each have at least one year of service as a Director on the Board of Directors before serving in the capacity as the President or Vice President.

Section 2. Vacancies. A vacancy in any office of this Corporation occurring by reason of death, disqualification, resignation or removal shall be filled for the unexpired portion of the term by election of a successor by a majority vote of the Board.

Section 3. President (Chief Executive Officer). The President shall:

- (a) Exercise the functions of the Office of the President of the Corporation;
- (b) Preside at all meetings of the Board of Directors;
- (c) Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation as directed by the Board of Directors;
- (d) Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments requiring an officer's signature, unless otherwise directed by the Board;
- (e) Have the general powers and duties usually vested in the office of the president and;
- (f) Have such other powers and perform such other duties as are prescribed by Minnesota Statutes, Section 317A.305, subd. 2, as amended, and as the Board of Directors may from time to time prescribe.

CHAIR

Section 4. Vice-President. The Vice-President shall:

- (a) Exercise the functions of the Office of the President of the Corporation, in the absence of the President;
- (b) Preside at all meetings of the Board of Directors, in the absence of the President;
- (c) Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation as directed by the Board of Directors, in the absence of the President;
- (d) Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments requiring an officer's signature, unless otherwise directed by the Board, in the absence of the President;
- (e) Have the general powers and duties usually vested in the Office of the President, in the absence of the President and;
- (f) Have such other powers and perform such other duties as the Board of Directors may from time to time prescribe.

VICE
CHAIR

Section 5. Treasurer (Chief Financial Officer). The Treasurer or the Treasurer's designee shall:

- (a) Keep accurate financial records for the Corporation and accurate accounts of all monies of the Corporation received or disbursed;
- (b) Deposit all monies, drafts and checks in the name of, and to the credit of, the Corporation in such banks and depositories as the Board of Directors shall from time to time designate;
- (c) Ensure the proper care and custody of the corporate funds and securities;
- (d) Have the power to endorse for deposit all notes, checks and drafts received by the Corporation at the direction of the Board, making proper vouchers for the deposit;
- (e) Disburse the funds of the Corporation and issue checks and drafts in the name of the Corporation as order by the Board of Directors;
- (f) Render to the Board President and the Board of Directors, whenever required, an account of all of the transactions as Chief Financial officer and of the financial condition of the Corporation; and,
- (g) Perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 6. Secretary. The Secretary shall maintain the records of the Office of the Corporation and shall:

CLERK

- (a) Attend all meetings of the Board of Directors and all committees as required;
- (b) Record all proceedings in the Minutes of the Board of Directors and committees in a book to be kept for that purpose;
- (c) Preserve all documents and records belonging to the Corporation;
- (d) Give or cause to be given notice of all meetings of the Board of Directors and its committees; and,
- (e) Perform such other duties as may be prescribed by the Board of Directors.

Section 7. Management and Administrative Employees. The Corporation may have such management and administrative employees as the Board of Directors deems necessary. The Board of Directors shall determine the hiring process and the duties and responsibilities for such employees.

Section 8. Compensation. The employees of the Corporation may be paid such reasonable compensation, if any, for their services rendered to the Corporation in such capacity, and may be reimbursed for reasonable out-of-pocket expenses, as the Board of Directors from time to time determines to be directly in furtherance of the purposes and in the best interests of the Corporation.

Section 9. Bond. The Board of Directors of this Corporation shall from time to time determine which, if any, of the officers, agents or employees of this Corporation shall be bonded and the amount of each bond.

Section 10. Removal of Officer. Any officer may be removed at any time, by the vote of a majority of a quorum of the Board of Directors at any regular meeting or at a special meeting called for that purpose.

Section 11. Resignation. Any officer may resign at any time. Such resignation shall be made in writing to the President or Secretary of the Corporation and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

ARTICLE VI DISTRIBUTION OF ASSETS



st.croixprep

Board Roster May-September 2023

May 16

Last Board Meeting

June 11

June 20

Current Board Meeting

September 1

NOTES

Fully Staffed

Shane Mueller steps down

FILL BOARD OFFICERS

Terri Gulbransen seated

VICE CHAIR Opens

STAFF EXEC COMMITTEE

Parent Appointment seated

EXEC COMMITTEE Opening

BOARD MEMBERS

Bob Hajlo
Shane Mueller
Kristen Denzer
Matt Stiles
Drew Meledres
Deb Keyes
Nicole Donnay
Angela Galati
Rita Thorson

Bob Hajlo
Kristen Denzer
Matt Stiles
Drew Meledres
Deb Keyes
Nicole Donnay
Angela Galati
Rita Thorson

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Angela Galati
Rita Thorson

Bob Hajlo
Kristen Denzer
Matt Stiles 4
Deb Keyes
Nicole Donnay
Angela Galati
Rita Thorson
Terri Gulbransen
Parent Appointment

BOARD OFFICERS

Bob Hajlo - Chair
Shane Mueller - V Chair
Kelly Gutierrez - Treasurer
Angela Galati - Clerk

Bob Hajlo - Chair
V. Chair -- Open
Kelly Gutierrez - Treasurer
Angela Galati - Clerk

FILL
FILL
FILL
FILL

EXECUTIVE COMMITTEE

Bob Hajlo
Shane Mueller
Drew Melendres

Bob Hajlo
Open
Drew Melendres

STAFF
STAFF
STAFF



St. Croix Preparatory Academy
Board Governance Manual

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School Information

School History

St. Croix Preparatory Academy (SCPA, School) is a K-12 charter school that opened in the Stillwater area in the fall of 2004. The School serves nearly 1,200 students in grades K-12, and employs over 170 staff members. Located on 59 acres of land, St. Croix Preparatory Academy's educational philosophy is based on the classical methodology of grammar, logic, and rhetoric, an educational philosophy proven to achieve outstanding academic results.

St. Croix Preparatory Academy, a Minnesota nonprofit corporation, has as its purpose education within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including but not limited to, the establishment and operation of a charter school under the laws of the State of Minnesota.

School Mission

St. Croix Preparatory Academy will develop each student's academic potential, personal character, and leadership qualities through an academically rigorous and content rich educational program grounded in a classical tradition.

School Philosophy

The educational philosophy is founded in three characteristics noted in the mission statement:

Academics. The School is based on a classical model of education. A classical model focuses on providing students with the lifelong educational tools to learn and think for themselves. The classical tradition is grounded in the time-tested methodology of learning called the "Trivium", which recognizes that critical learning skills must precede critical thinking skills. The Trivium methodology is organized into the three stages of learning -- grammar, logic, and rhetoric -- which correspond to the general stages of a student's cognitive development.

Character. At St. Croix Preparatory Academy, the values of citizenship, courage, honesty, integrity, perseverance, respect, responsibility, compassion, self-control, and service will be identified, modeled and clearly conveyed. Administrators and faculty will encourage and promote these traits so that all students might practice and develop them. Upper School students are required to document at least 10 hours annually of community service in an effort to emphasize the importance of giving to their community.

Leadership. St. Croix Preparatory Academy views leadership as the ability to first think and reason, then act with integrity and responsibility. The founders of St. Croix Preparatory Academy view leadership as the product of education and character development. Real leadership entails knowledge, understanding and the ability to communicate--in conjunction with citizenship, courage, honesty, integrity, perseverance, respect, responsibility, compassion, self-control, and service. Students will examine various models and styles of leadership from American and world history. In addition, students will analyze their own unique leadership style, character attributes, and personal strengths.

Board Information

Board Guiding Documents

Aside from original incorporation documents, on a regular basis the SCPA board will refer to its bylaws, Minnesota statutes on charter schools (Chapter 124E), Minnesota Open Meeting Law (Chapter 13D), Minnesota Government Data Practices Act (Chapter 13D), Minnesota statutes on nonprofit corporations (317A) and the agreement with its authorizer, Friends of Education.

Board Structure

The St. Croix Preparatory Academy "Board of Directors shall consist of at least five (5) and no more than eleven (11) members" (SCPA Bylaws Article IV, Section 2(a); Minn Stat. 124E.07. Subd.3). The board shall include "at least one licensed teacher who is employed as a teacher at the school or provides instruction under contract between the charter school and a cooperative; (2) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (3) at least one interested community member who resides in Minnesota, is not employed by the charter school, and does not have a child enrolled in the school." (Minn.Stat. 124E.07. Subd. 3). "The chief financial officer and the chief administrator may only serve as ex-officio nonvoting board members." (Minn. Stat. 124E.07 Subd. 3).

SCPA Note: As of September 1, 2022, the SCPA board consists of four parents, four faculty members, and one community member.

The board structure may include a majority of teachers . . . or parents or community members, or it may have no clear majority. (Minn. Stat. 124E.07 Subd. 3). Any changes in governance structure must follow the process defined in the School's bylaws (Article 4, Section 3) and Minnesota statute (Chapter 124E.07 Subd. 4).

SCPA Note: The SCPA Board is constituted as a "no clear majority" board.

Board Elections

"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).

SCPA Note: Currently, SCPA board elections are conducted near the end of the school year, with official seating occurring after training requirements have been completed - "A person elected or appointed to hold office as a director does not automatically assume the duties of that office. A person cannot assume the duties of the office of a director until he or she has qualified for the office. Qualification for an incoming director requires that the person complete the training requirements described in the training policy . . ." (SCPA Bylaws - Article IV, Section 2c(ii)).

Board Training and Requirements

The board training requirements are based on requirements of Minnesota statute and a policy implemented by St. Croix Prep's Board.

State Mandated Training. Board members must meet the state mandated training requirements that they successfully complete state-approved training on board governance, the board's role and responsibilities, employment, policies and practices, and financial management as found in Minn. Stat. 124E.07. subd.7. Per this statute, this training must begin within six months of taking office, and be completed within 12 months of taking office.

SCPA Training Prior to Seating. In accordance with Board policy, SCPA will conduct training prior to a board member being seated. This training will include reading material; meeting with the Board Chair, Vice Chair, and Executive Director about the role and responsibilities of a St. Croix Prep board member; meeting with the Executive Director to discuss an overview of the School, its history, organizational structure, and the reading material and its impact on strategic decision making; meeting with the Executive Director of Finance & Operations (EDFO) to discuss school financing, budgeting, lease aid, funding challenges, and bondholder communication; and meeting with the Executive Director and Principals to discuss communication protocol and homework philosophy.

Ongoing Training. Additionally, ongoing training will be provided by the Executive Director, school staff and other personnel throughout the Directors' tenure.

Carver Governance Model

St. Croix Preparatory Academy has followed the Carver governance model. This model is designed to empower boards of directors to fulfill their obligations of accountability for the organizations they govern. The model enables the board to focus on the larger issues (e.g. fiscal accountability, student achievement, and strategic initiatives), delegate operational responsibility with clarity (e.g. hiring, curriculum, student discipline, programming, etc.), to oversee management's job, and to rigorously evaluate the accomplishment of the organization. Some defining principles of the Carver Governance model include:

- Board Decisions are predominantly Policy Decisions. These policies relate to mission, executive and operational limitation by which mission may be accomplished, and the board's own job, responsibility, and accountability.
- The Board Defines and Delegates. The Board does not want to get bogged down in detail by approving all staff plans; board policies need to be in place to allow staff to formulate plans to fulfill the mission of the School.
- The Board Speaks with One Voice or Not at All. If the Board is to lead, then it must speak with one voice. This one-voice principle does not require or imply unanimity. On the contrary, the Board must embrace all the diversity it can, differences must be respected and encouraged. Once the board has voted and spoken, its decisions can be implemented. The board should not present conflicting messages to its community.
- The Board Explicitly Designs its Own Products and Process. The Board defines its job, its products, its processes, and how it will accomplish its work.

The Board & Board Member Roles and Responsibilities

The governing board of St. Croix Preparatory Academy is primarily responsible for governance, fiscal accountability, student achievement, strategic direction, and fulfilling the mission of the School in accordance with its bylaws and founding documents.

Each board member reports to the Board of Directors and is responsible for actively participating and contributing to the purpose of the Board. The average time commitment to fulfill this work will average between 8-10 hours per month with additional work required for additional project or committee work.

The essential duties and responsibilities primarily include but are not limited to:

- Governance. This includes familiarity and adherence with public charter school statute (124E.07), the School's Bylaws, Open Meeting Law (Chapter 13D), Minnesota Government Data Practices Act (Chapter 13D), MDE and Authorizer compliance requirements, authorizer contract, and other related legal requirements. Board members are expected to be familiar with the Carver Governance model which the School has adhered to since its inception. The Board establish policies for governing the school and students consistent with the Minnesota Board of Education rules, state and federal laws.
- Financial Accountability. This includes annual budget review, annual report preparation, audit review, awareness of financial metrics to ensure continued favorable review from outside business partners (e.g. banking, investors, etc.) and to guarantee future sustainability and program growth.
- Student Achievement. This includes an annual review of student performance in comparison with state and national standardized tests and an annual evaluation of post-secondary and workforce readiness in accordance with state requirements.
- Meeting Attendance. The Board generally meets on the third Tuesday of every month. Board members are expected to review their board information prior to the meeting and to meet the attendance requirements specified in Minnesota statute.

- **Strategic Direction.** The Board is responsible for the continued strategic direction of the institution in alignment with the School's mission, definition of classical education, and implementation of the diffusions of innovation theory. Examples of strategic discussions may include the following: facility development, compensation models to ensure fiscal responsibility, board policy development, school replication, succession planning, revenue generation opportunities, community relations, etc.

Board Officers

Per Minn. Stat. 317A, a nonprofit corporation must, at a minimum, have a President and a Treasurer (Minn. Stat. 317A.301). Per the SCPA Bylaws, the officers of the Board will "consist of President (Chief Executive Officer), Vice President, Treasurer (Chief Financial Officer) and Secretary. (SCPA Bylaws - Article V, Section 1(a)) "The officers of the Corporation shall be elected by the Board for the lesser of a one (1) year term or the remaining unexpired term of the Director." (SCPA Bylaws - Article V, Section 1(b)).

SCPA Note: Currently, SCPA officers are called Board Chair, Vice Chair, Treasurer, and Board Clerk. This differs from the naming convention in Minn. Stat 317A and the bylaws. General board officer responsibilities are listed in the bylaws.

Board Committees

A summary of board committees and their authority is noted below:

Committees of the Board. The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate, define the authority of, set the number and determine the identity of, members of one or more committees. Committee members must be natural persons, but need not be members of the Board of Directors.

Authority of Committees. Committees shall make recommendations to the Board of Directors. No committee shall have the authority to act on behalf of the Board of Directors unless such authority is specifically delegated to the committee by the Board of Directors; provided, however, that no committee shall be **granted any powers** or authority exceeding that granted to the Board of Directors. Each committee shall be under the direction and control of the Board and shall keep regular minutes of their proceedings

SCPA Note: Currently, the SCPA Board currently has a

- Finance Committee. The Finance Committee is designated to support the Board in understanding its financial accountability and strategic initiatives; and to support the EDFO in assessing internal controls, clarifying operational roles, and providing training for new personnel.
- Executive Committee. The Executive Committee consists of the Board Chair, Vice Chair and a parent board member selected by the Executive Director. The purpose of this committee is to serve in an advisory role to the Executive Director for operational items that require additional guidance.
- Governance Committee. The Governance Committee oversees policy development/review, board training, the annual election process, and issues related to its own governance.
- Succession Planning Committee. The Succession Planning Committee oversees the succession plans, timelines, and processes for the two current positions which report to the Board - the Executive Director and the Executive Director of Finance & Operations.

Board Meetings

The types of meetings, their purposes and requirements are noted below:

Regular Meetings. Regular meetings of the Board of Directors are usually held the third Tuesday of each month (SCPA Bylaws – Article III, Section 1). The annual meeting schedule is established at the beginning of the fiscal year.

Special Meetings. Special meetings may be called by the Chair or at least three Directors. Notice of the special meeting shall be provided in accordance with Minnesota Statutes, section 13D.04, as amended. Notice will contain the date, time, place and purpose of the meetings. Only subject listed on the agenda may be acted upon at the meeting. (SCPA Bylaws – Article III, Section 2).

Closed Meetings. The Board may call a closed meeting if the subject matter of discussion requires a closed meeting. Such subject matters include security, labor negotiations, negotiations related to real estate, items protected under attorney/client privilege or employee/student discipline. In the case of employee/student discipline, the subject of the discussion may ask that the meeting be open (Minn. Stat. 13D).

Quorum and Adjourned Meeting. A meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, such quorum shall not be present at any scheduled meeting, the director or directors present thereat shall have the power to adjourn without notice other than announcement at the meeting, until a quorum shall be present. The meeting shall be rescheduled in accordance with the Open Meeting Law. The existence of a quorum is determined when a duly called meeting is convened.

Open Meeting Law. All Board of Director meetings, and notice of all such meetings, shall comply with the Open Meeting Law, Minnesota Statutes chapter 13D, as amended. General comments about Open Meeting Law are:

- Email discussion amongst a quorum of board members may be a violation of open meeting law.
- Consecutive meetings with board members constituting less than a quorum may be a violation of open meeting law if the meeting covers the same content. This is commonly called a serial board meeting.
- Board meetings require 72 hour publication notice in order to comply with the open meeting law.
- Board attendance via electronic means (e.g. phone, Skype, Facetime, etc.) are subject to the previously mentioned 72 hour publication notice requirement. This means attendance via electronic means requires public notice of the location where the participant will be located; and this also becomes a public site for those wishing to attend the meeting.

Meeting Procedure. Meetings normally proceed along the following agenda:

- Open Forum. Prior to the meeting, community members may sign up to address the board for a two minute period. The Board will not address the comments of the speaker or interact with the topic discussed.
- Consent Agenda. For sake of expediency, these items (e.g. administrative reports, previous board minutes, etc.) are items that will be approved in a single motion. Question and discussion of the items can occur prior to approval.
- Business items. The agenda for the meeting will be followed as noted in the board packet.
- Agenda. The board meeting agenda is normally determined by the Board Officers, Executive Director and EDFO. While not always possible every attempt is made to introduce items a month before requiring a vote. This gives the board members the opportunity to be briefed on the information, ask preliminary questions, then use the time between meetings to investigate, ask questions, etc. A more thorough discussion and vote will occur in the following month. Note: At times, due to deadlines, items may be added to the agenda without following the above noted procedures. Items may be submitted to the Board Officers, Executive Director or EDFO for addition to the agenda. Factors determining whether these items are added include current agenda, strategic vs. operational consideration, data privacy issues, etc.

- Roberts Rules of Order. Currently a strict adherence to Roberts Rules of Order is not utilized. The principles of Roberts Rules of Order are utilized in order to maintain order, guarantee discussion, and encourage independent voting.

Board Communication Plan

The Board of Directors shall utilize SCPA web site as the primary means of distribution of information. The website shall contain announcements of upcoming regular meetings, board contact information, previous board minutes as well as all public documents from the Board in accordance with the existing policies and bylaws.

As a Board member you may be contacted by parents in an effort to resolve a situation related to the school's operations. In an effort to adhere to the Carver Governance Model and in alignment with the St. Croix Prep board training, it is important for board members to listen thoughtfully, then direct parents to follow the Communication Protocol which has been in place since the School's inception. The protocol is noted below:

- Direct communication with the teacher. This shows respect for the teacher and also for the parent communicating the information.
- Direct communication with the Principal if the matter remains unresolved. The Principal will coordinate a meeting between the parents, teacher, and Principal
- Direct communication with the Executive Director if the matter remains unresolved. The Executive Director will coordinate a meeting with the appropriate parties.
- Direct communication with the Board of Directors. The Executive Director will coordinate a meeting with the appropriate parties.

The general rule is to communicate with the person closest to the situation and best able to address the issue quickly and effectively. This communication protocol has been in effect since the beginning of the school. Attempts to circumvent the communication process will be directed back to the process outlined in the protocol.

Board Member Appointments

Vacancies on the board may be filled at the Board's discretion. Items considered are:

Resignation. Any Board member may resign at any time. Such resignation shall be made in writing to the President or Secretary and shall take effect at the time specified in the notice.

Vacancies on the Board. A Board member so elected/appointed as a replacement will serve the remaining year(s) of the term of office of the Board member being replaced. In the event of multiple vacancies the position of the Board member who resigned first will be filled first. In addition, per the bylaws (Article IV, Section 7), the most recent board election results shall be considered in making appointments to fill vacancies.

Board Member Compensation

Non teacher board members shall not receive compensation for their services as a member on the board. Board members may be reimbursed for reasonable out-of-pocket expenses incurred by them in serving as a board member.

Board Member Conflicts of Interest

No Board member will use their official position or office to obtain personal financial benefit or detriment or financial gain or detriment for relatives or for any business with which the Board member or a relative is associated. Business means any corporation, partnership, proprietorship, enterprise, association, franchise, firm, organization, self-employed individual or any legal entity operated for economic gain.

Miscellaneous Board Information/Practices

Board Insurance

The School maintains Director's & Officer's (D & O) insurance, therefore Directors are not personally liable for decisions made by the School.

Board Communication with the Media

Unless otherwise designated, the only personnel who may speak on behalf of the School are the Board Chair, Executive Director, and Communications Director.

Board Engagement with Legal Counsel

The only personnel who have authorization to engage with legal counsel on behalf of the School are the Board Chair, Executive Director, EDFO, and Special Education Director.

Board Communication with Friends of Education, the School's Authorizer

Unless otherwise designated, the only personnel who may speak on behalf of the School are the Board Chair, Executive Director, and EDFO.

Board Communication with the School Staff

Communication to all of the employees at the School is reserved for the administrative team in accordance with their duties. Any Board communication to all employees will be mutually determined and approved by the Board Chair and Executive Director.

Board Members, Key Employees and Data Privacy

Data privacy related to employees, students (and their families) is important. Due to the responsibilities of certain positions, members of the Executive Committee, Executive Director, and EDFO may have access to private employee and student data. Board members may have access to private data if they have a "legitimate educational interest" in the data.



Executive Director of Finance and Operation (EDFO) Job Description

General Purpose: The EDFO will set SCPA's financial policy and direction while also being an active participant in, and driver of, the organization's overall strategy. The EDFO will lead all operational aspects of the school.

Reports To: Board of Directors

Hours: Full-Time; 12 month

Essential Duties and Responsibilities:

- Develop and manage operations and finance staff, which include:
 - HR Director
 - Facilities Director
 - Food Service Director
 - Development Director
 - Events Manager
 - Senior Accountant
 - Central Office Administrative Assistants
 - School Nurse.
- Financial responsibilities include:
 - Ensure all appropriate information is provided in a timely manner to school accounting service by EDFO and business office associate.
 - Ensure an accurate, continuous record of the cash and financial operation of the school so that the institution remains financially stable.
 - Monitor bank accounts monthly.
 - Oversee preparation of monthly operating statement for the Executive Director of school and the Board of Directors to be received by them at least one week prior to the Board meeting.
 - Oversee preparation of quarterly report of the expenditures for use of each individual budget center within the school, and provide advance warning of potential over-expenditures of budgeted funds.
 - Oversee all billing related to Title and Special Education, Lunch, and Community funds as well as student fees, to ensure the school is getting all the income from all possible sources.
 - Ensure the school maintains appropriate cash flow and fund balance as established by the Board of Directors.
 - Establish a plan and schedule for the preparation of the annual budget that will permit the setting of the succeeding year's budget at a Board of Director's meeting.
 - Provide for the securing of an annual audit of the school's financial records and financial positions, providing the information, as requested to the auditors.
 - Oversee all school purchasing, financial investments, banking activities, payroll and benefits program.
 - Develop and maintain effective business relationships with vendors, creditors, bankers, and Minnesota Department of Education.
 - Represent the school in contract negotiations with vendors.
 - Maintain appropriate levels of insurance to protect the property and to cover the liability of the school.
- Serve on the SCPA Foundation board.
- Serve on the School Board Finance Committee.

- Serve on the Friends of SCPA board
- Responsible for bond investor and bond rating agency relations as well as bond compliance.
- Provide quarterly Financial and Operational reports to the School Board.
- Develop and execute development plan in collaboration with the Board of Directors.
- Assist the Executive Director of school with decisions regarding salaries and benefits for all personnel, providing the appropriate and necessary comparative research to make these decisions.
- Represent the school at various regional, state, and national associations relative to the role of being the EDFO.
- Be a member of the administrative team and support the school and its leadership.
- Perform other duties as assigned by the Executive Director or the Board of Directors.

Education, Experience and Skills Required:

- A minimum of a BS, BA or BBA in Accounting, and CPA/CMA highly recommended.
- Demonstrated excellence in managing finance, accounting, budgeting, control, and reporting.
- Skill in examining, developing, reengineering, and recommending financial, HR, and facilities policies and procedures.
- Strong analytical skills and experience interpreting a strategic vision into an operational model.
- A collaborative and flexible style, with a strong service mentality. Needs to be seen as a team player who is committed to lifelong learning.
- A hands-on manager with integrity and a desire to work in a dynamic, mission-driven environment.
- An effective communicator, with strong oral and written skills.
- Strong commitment to developing team members.
- Demonstrated commitment, with a passion for the organization's mission is essential.



Executive Director Job Description

General Purpose: Responsible for the effective operation of the District; general administration of all instructional, business or other operations of the District; and for advising and making recommendations to the Board of Directors with respect to such activities. To enforce all provisions of law and all rules and regulations relating to the management of SCPA and other educational, social and recreational activities under the direction of the Board.

Reports To: Board of Directors

Hours: Full-Time; 12 month

Essential Duties and Responsibilities:

- Communicate and implement a shared vision for the school and Board that focuses on academics, character and leadership.
- Provide purpose and direction for administrators, **Board** and staff.
- Shape the leadership team culture and climate.
- Promote understanding and celebrating school/community cultures.
- Promote and expect a school-based climate of civility.
- ~~Establish procedures for the Executive Director and Board interpersonal and working relationships.~~
- ~~Ensure timely Board meetings, agendas, minutes, establish appropriate Board committees, and reports. Assist the Board nomination and election procedures for the Board, and annual meetings that are accessible to all staff and parents.~~
- Ensure the timely development, implementation and posting of school operating policies.
- File annual reports to the **authorizer**, MDE. Monitor and comply with charter school, state and federal laws and regulations as well as the school's bylaws.
- Use legal counsel in governance and procedures to avoid civil and criminal liabilities.
- Demonstrate effective communication skills.
- Represent the school and its vision to the greater community including all external constituencies and associations with whom the school should be engaged for the achievement of its mission and goals.
- ~~Develop and implement a communication plan to convey important information to stakeholders of the school.~~
- With the Board of Directors create a strategic plan collaboration with important stakeholders of the school. Assist the Board in establishing timelines.
- Create partnerships with the community including businesses, civic organizations, etc. to gain school support and resources to achieve strategic initiatives.
- ~~Develop a consistent marketing and recruitment plan for the school.~~
- Identify, track and proactively respond to issues.
- Monitor short and long-term strategic plans, particularly in the areas of curriculum, technology and facility needs of the school.
- Establish procedures and practices for dealing with emergencies such as weather, threats to the school, student violence, active shooter, etc.
- Create a management annual evaluation plan.
- Make sure appropriate policies and procedures are in place to effectively run the organization.
- Support administrators in the use of valid and reliable indicators to ensure that high levels of student and staff performance are achieved and regularly examined by school-wide assessment data.

- Oversee the enhancement and renewal of curriculum to ensure alignment of curriculum, instruction and assessment to State, Core Knowledge and classical standards.
- Ensure school administrators utilize effective research when instituting instructional practices.
- Promote academic rigor character and leadership.
- Assist **Executive Director of Finance & Operations** to demonstrate budget management including financial forecasting, planning, cash flow management, account auditing and monitoring state and federal funding.
- Assist **Executive Director of Finance & Operations** to ensure the development and/or maintenance of an adequate reserve fund in accordance with the direction of the Board of Directors.
- Identify and apply appropriate policies, criteria and processes for the recruitment, selection, training, professional development, and compensation of personnel with attention to issues of equity and diversity.
- Hire, supervise and evaluate administrators, in accordance with school policies.
- Ensure all legal requirements for personnel selection, development, and retention are followed.
- Model high moral and ethical standards in all interactions.
- Explore and develop ways to find common ground in dealing with difficult and divisive issues.

Education, Experience and Skills Required:

- A minimum of a B.S. or B.A.
- Strong analytical skills and experience interpreting a strategic vision into an operational model.
- A collaborative and flexible style, with a strong service mentality.
- A hands-on manager with integrity and a desire to work in a dynamic, mission-driven environment.
- An effective communicator, with strong oral and written skills.
- Strong commitment to developing team members.
- Demonstrated commitment, with a passion for the organization's mission is essential.



Executive Director Job Description

General Purpose: Responsible for the effective operation of the District; general administration of all instructional, business or other operations of the District; and for advising and making recommendations to the Board of Directors with respect to such activities. To enforce all provisions of law and all rules and regulations relating to the management of SCPA and other educational, social and recreational activities under the direction of the Board.

Reports To: Board of Directors

Hours: Full-Time; 12 month

Essential Duties and Responsibilities:

- Communicate and implement a shared vision for the school and Board that focuses on academics, character and leadership.
- Provide purpose and direction for administrators and staff.
- Shape the leadership team culture and climate.
- Promote understanding and celebrating school/community cultures.
- Promote and expect a school-based climate of civility.
- Ensure the timely development, implementation and posting of school operating policies.
- File annual reports to the authorizer, MDE. Monitor and comply with charter school, state and federal laws and regulations as well as the school's bylaws.
- Use legal counsel in governance and procedures to avoid civil and criminal liabilities.
- Demonstrate effective communication skills. Serves as the chief spokesperson for St. Croix Prep, assuring proper representation and response to critical matters.
- Represent the school and its vision to the greater community including all external constituencies and associations with whom the school should be engaged for the achievement of its mission and goals.
- With the Board of Directors create a strategic plan collaboration with important stakeholders of the school. Assist the Board in establishing timelines.
- While serving as an ex-officio member of the Board of Directors, works with the Executive Committee to enable the board to fulfill its governance functions.
- Keeps the board informed on the condition of St. Croix Prep, factors influencing it, trends, forthcoming issues, and potential opportunities.
- Keeps informed of developments in classical education, public education reform, the charter school movement, and not-for profit management and governance.
- Create partnerships with the community including businesses, civic organizations, etc. to gain school support and resources to achieve strategic initiatives.
- Identify, track and proactively respond to issues.
- Monitor short and long-term strategic plans, particularly in the areas of curriculum, technology and facility needs of the school.
- Establish procedures and practices for dealing with emergencies such as weather, threats to the school, student violence, active shooter, etc.
- Create a management annual evaluation plan.
- Make sure appropriate policies and procedures are in place to effectively run the organization.
- Support administrators in the use of valid and reliable indicators to ensure that high levels of student and staff performance are achieved and regularly examined by school-wide assessment data.
- Oversee the enhancement and renewal of curriculum to ensure alignment of curriculum, instruction and assessment to State, Core Knowledge and classical standards.

- Ensure school administrators utilize effective research when instituting instructional practices.
- Promote academic rigor character and leadership.
- Assist EDFO to demonstrate budget management including financial forecasting, planning, cash flow management, account auditing and monitoring state and federal funding.
- Assist EDFO to ensure the development and/or maintenance of an adequate reserve fund in accordance with the direction of the Board of Directors.
- Identify and apply appropriate policies, criteria and processes for the recruitment, selection, training, professional development, and compensation of personnel with attention to issues of equity and diversity.
- Hire, supervise and evaluate administrators, in accordance with school policies.
- Ensure all legal requirements for personnel selection, development, and retention are followed.
- Model high moral and ethical standards in all interactions.
- Explore and develop ways to find common ground in dealing with difficult and divisive issues.

Education, Experience and Skills Required:

- A minimum of a B.S. or B.A.
- Strong analytical skills and experience interpreting a strategic vision into an operational model.
- A collaborative and flexible style, with a strong service mentality.
- A hands-on manager with integrity and a desire to work in a dynamic, mission-driven environment.
- An effective communicator, with strong oral and written skills.
- Strong commitment to developing team members.
- Demonstrated commitment, with a passion for the organization's mission is essential.

EXECUTIVE DIRECTOR AGREEMENT

This Executive Director's Agreement ("Agreement") is entered into by and between the Board of Directors ("Board") of St. Croix Preparatory Academy ("Academy") and Jon Gutierrez ("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, 2023 to June 30, 2025, 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, 2025. 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 one hundred eighty thousand seven hundred seventy eight dollars ((\$180,778) for the period July 1, 2023 – June 30, 2024; for the period July 1, 2024 – June 30, 2025, the annual compensation amount will be equal to the fiscal year 2024 annual salary increased by the same percentage increase

received by the majority of employees at St. Croix Preparatory Academy for this period.

Compensation is in consideration for faithfully performing the duties of the Executive Director for the Academy. The gross annual salary may be modified, but will not be reduced during the term of this Agreement. In the event, faculty receive annual compensation increases greater than 4%, the gross annual salary for the Executive Director will be increased at that greater percentage rate. 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 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 fifty thousand dollars (\$50,000). 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) **Connectivity Allowance.** While this Agreement is in effect, the Parties agree that the Academy will provide the Executive Director with an allowance of up to \$100 per month for technology needs (e.g. cell phone, Wi-Fi hotspot, etc.).
- 7) **Professional Development Allowance.** While this Agreement is in effect, the Parties agree that the Academy will provide the Executive Director with an annual allowance of up to \$2,000 for professional development (e.g. seminars, workshops, conferences, books, etc.).
- 8) **Paid Time Off.**

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The Executive Director will not be expected to work on the holidays approved in the Employee Handbook.

The Executive Director has the following paid time off available for each year of the term of this Agreement:

Vacation – 30 days
Sick – 10 days
Personal – 3 days

It is 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.

Sick Day and Personal Day accrual and payout are defined in the Employee Handbook. Payout of these days will be made at the Executive Director daily rate:

Daily rate for July 1, 2023 to June 30, 2024 ---- $\$695.30 * 0.75 = \521.48
Daily rate for July 1, 2024 to June 30, 2025 ---- 75% of the daily rate based on annual compensation for this period.

If the compensation in paragraph 3 is adjusted, the daily rates will be adjusted accordingly.

The Executive Director may carry over a maximum of fifteen (15) days of vacation per school year, cumulative up to forty five (45) days. Upon the termination of this agreement, the Executive Director

will have the right to receive a cash payout for no more than forty five (45) days of unused vacation days at the daily rate noted above.

Upon the termination of this agreement, the Executive Director will have the right to receive a cash payout of their sick bank hours (30 days) at their current daily rate.

- 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.
- 9) **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) 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.
- 10) **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 involuntary 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.

- 11) **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, 2024, the Executive Director and the Board may mutually agree with written notice stating whether or not he will be employed by the Academy as Executive Director for the 2025-2026 school year.
- 12) **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.
- 13) **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.
- 14) **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.
- 15) **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]

EXECUTIVE DIRECTOR OF FINANCE & OPERATIONS AGREEMENT

This Executive Director of Finance & Operations Agreement (“Agreement”) is entered into by and between the Board of Directors (“Board”) of St. Croix Preparatory Academy (“Academy”) and Kelly Gutierrez. The Academy and Executive Director of Finance & Operations 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 of Finance & Operations 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, 2023 to June 30, 2025, unless early termination occurs pursuant to paragraph 8 or 10 of this Agreement. Absent early termination, the Executive Director of Finance & Operations’ employment will terminate effective at the close of business on June 30, 2025. 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 of Finance & Operations as an at-will employee in the position of “Executive Director of Finance & Operations” for the Academy, and the Executive Director of Finance & Operations hereby accepts such employment, upon the terms and conditions set forth in this Agreement.
 - a) The position of Executive Director of Finance & Operations 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 of Finance & Operations 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 of Finance & Operations 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 of Finance & Operations 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 of Finance & Operations will also perform the job duties and meet the professional expectations established in the job description for the position of “Executive Director of Finance & Operations.” In addition, the Executive Director of Finance & Operations 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 of Finance & Operations written job description as it sees fit; to oversee and direct the Executive Director of Finance & Operations performance as it sees fit; and to review the Executive Director of Finance & Operations performance as it sees fit.

- 3) **Compensation.** While this Agreement is in effect, the Executive Director of Finance & Operations will earn a gross annual salary of one hundred fifty three thousand, six hundred eighty eight dollars (\$153,688) for the period July 1, 2023 – June 30, 2024; for the period July 1, 2024 – June 30, 2025, the annual compensation amount will be equal to the fiscal year 2024 annual salary increased by the same percentage increase received by the majority of employees at St. Croix Preparatory Academy for this period. Compensation is in consideration for faithfully performing the duties of the Executive Director of Finance & Operations for the Academy. The gross annual salary may be modified, but will not be reduced during the term of this Agreement. In the event, faculty receive annual compensation increases greater than 4%, the gross annual salary for the Executive Director of Finance & Operations will be increased at that greater percentage rate. In accordance with its regular payroll schedule, the Academy will pay the Executive Director of Finance & Operations 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 of Finance & Operations for that period will be prorated and decreased to reflect the number of days actually worked.
- 4) **Insurance Benefits.** The Executive Director of Finance & Operations 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 Employee Benefit Summary.
- a) In order to receive any insurance benefits described in the Employee Benefit Summary, the Executive Director of Finance & Operations 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 of Finance & Operations 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 of Finance & Operations 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 of Finance & Operations 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 of Finance & Operations 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 of Finance & Operations with a death benefit in the amount of fifty thousand dollars (\$50,000). The eligibility of the Executive Director of Finance & Operations 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 of Finance & Operations will be a member of the Minnesota Public Employees Retirement Association (PERA). The Academy and the Executive Director of Finance & Operations 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 of Finance & Operations resigns or his employment is terminated for any reason. The Academy is authorized to make payroll deductions for paying the Executive Director of Finance & Operations PERA contributions.
- 6) **Connectivity Allowance.** While this Agreement is in effect, the Parties agree that the Academy will provide the Executive Director of Finance & Operations with an allowance of up to \$100 per month for technology needs (e.g. cell phone, Wi-Fi hotspot, etc.).
- 7) **Professional Development Allowance.** While this Agreement is in effect, the Parties agree that the Academy will provide the Executive Director with an annual allowance of up to \$2,000 for professional development (e.g. seminars, workshops, conferences, books, etc.)
- 8) **Paid Time Off.**

The Executive Director of Finance & Operations will not be expected to work on the holidays approved in the Employee Handbook.

The Executive Director of Finance & Operations has the following paid time off available for each year of the term of this Agreement:

- Vacation – 30 days
- Sick – 10 days
- Personal – 3 days

It is the understanding that the Executive Director of Finance & Operations 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 of Finance & Operations and the Board.

Sick Day and Personal Day accrual and payout are defined in the Employee Handbook. Payout of these days will be made at the Executive Director of Finance & Operations daily rate:

Daily rate for July 1, 2023 to June 30, 2024 ---- $\$591.11 * 0.75 = \443.33

Daily rate for July 1, 2024 to June 30, 2025 ---- 75% of the daily rate based on annual compensation for this period.

If the compensation in paragraph 3 is adjusted, the daily rates will be adjusted accordingly.

The Executive Director of Finance & Operations may carry over a maximum of fifteen (15) days of vacation per school per year, cumulative up to forty five (45) days. Upon the termination of this agreement, the Executive Director of Finance & Operations will have the right to receive a cash payout for no more than forty five (45) days of unused vacation days at the daily rate noted above.

Upon the termination of the Executive Director of Finance & Operations employment, the Executive Director of Finance & Operations will have the right to receive a cash payout of their sick bank hours (30 days) at their current daily rate.

- 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 of Finance & Operations takes a leave of absence for a serious health condition, the Executive Director of Finance & Operations 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 of Finance & Operations accumulated Paid Time Off days will be without pay.
- 9) **Covenant of Diligence, Good Faith, and Loyalty.** The Executive Director of Finance & Operations agrees to perform his job duties diligently, in good faith, to the best of his ability. The Executive Director of Finance & Operations further agrees to be loyal to the Board and to the Academy.
- a) The Executive Director of Finance & Operations 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 of Finance & Operations engage or participate in any action or conduct that is inconsistent with the Board's policies or actions, his duties as the Executive Director of Finance & Operations the basic educational mission of the Academy, or the desired image of the Academy.
 - b) The Executive Director of Finance & Operations must fully comply with all federal and state laws and with all policies, procedures, and rules of the Academy. The Executive Director of Finance & Operations 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) The Executive Director of Finance & Operations 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 of Finance & Operations ability to devote non-Academy time, property and resources to such purposes.

- 10) **Employment Status and Termination.** The Executive Director of Finance & Operations 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 of Finance & Operations employment as it sees fit. The Board is not required to show cause for termination of this Agreement and the Executive Director of Finance & Operations employment. After the effective date of any involuntary termination or non-renewal, Executive Director of Finance & Operations 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) **Notice of Intent to Continue as Executive Director of Finance & Operations.** The intent of this position is to serve the Academy as an Executive Director of Finance & Operations for a two-year term. On or before December 31, 2024, the Executive Director of Finance & Operations must provide the Board with written notice stating whether or not he will request to be employed by the Academy as Executive Director of Finance & Operations for the 2025-2026 school year.
- 12) **Resignation.** The Executive Director of Finance & Operations 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 of Finance & Operations 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 of Finance & Operations must also act in good faith to facilitate the transfer of job duties to a new Executive Director of Finance & Operations. In the event that the Executive Director of Finance & Operations 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 of Finance & Operations written authorization, the Academy may deduct this sum from the Executive Director of Finance & Operations final paycheck. If the Executive Director of Finance & Operations 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 of Finance & Operations 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 of Finance & Operations 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.
- 13) **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 of Finance & Operations 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.
- 14) **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.

15) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the employment of the Executive Director of Finance & Operations. 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 of Finance & Operations 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 of Finance & Operations

Dated: _____
[INSERT NAME]

Board Chair of _____ Academy

Dated: _____
[INSERT NAME]



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**ST. CROIX PREPARATORY ACADEMY
STIPEND RECOMMENDATION FOR EXECUTIVE DIRECTOR**

The following is the stipend recommendation for work performed outside of the Executive Director duties:

Duties Performed	Hours	Comments
Our Story webpage	10	Developed for fundraising, preliminary Foundation material, and synopsis of school history
Coordinated Gym branding design	5	Branding coordination a primary responsibility of the Communications Director
Discussions of Email signatures with key personnel	5	Branding enforcement a primary responsibility of the Communications Director
Planned, scheduled, and conducted Informational meetings for enrollment recruitment	15	These duties are performed by marketing/communications personnel at other schools
Review and feedback of weekly Parent Update	20	
Coordinate Character attributes on Video Boards	5	
Communication related to weather – cancellation, elearning days – employee communication, school messenger, TV media notification – KSTP, WCCO, Fox, and KARE11	10	
Family Handbook	10	Should potentially be designated to Dean of Students
Decisions and communication related to student emergency situations	10	Involves communication to appropriate divisions, all school, and/or the entire parent community
Website	80	40 hours for set up each year and 4 hours per month
MDE Compliance – Annual Check	10	
Rebranding work on documents in review process	10	In the annual review many documents need to be updated with new branding standards. This was normally done by the front office manager, but due to turnover that was never transitioned back
Coordination/guidance on some of the Videos developed	5	This includes script review, edit, organizing the messaging, determining teleprompter needs, lighting, dress attire, etc.
Board Communication/Operations	80	8-10 hours per meeting. Includes all BoardBook administration, establishing new users, resetting passwords, board calendar, compiling materials, getting draft agenda for parent update/website, compiling board packet, distribution of that, posting of packet on website, ensuring room is set up for the meeting, packet available per state statute – post meeting involves communication of information for website updates (e.g. calendars, handbooks, open enrollment information, approved minutes, MDE compliance, Friends' portal submission, etc.



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		While a couple of these items would likely remain with the Executive Director, a majority of these are not the Executive Director's responsibility.
Total	275	
Rate \$50/hour which is a teacher's summer rate	\$50	
Total Stipend Request	\$13,750	
Friends of Education Funding	\$13,000	
Miscellaneous Items not Included		
Covid Monitoring – county transmission tracking, weekly cases, informing board when transition went from low/medium to medium/low	10	
Internal communication related to ALICE training – violent incidents, student emergencies, active shooter, preparation and presentation at parent meeting	15	
Branding of Policy documents	2	
20 th Anniversary Celebration Prep	3	
Website adjustments for board transitions, communication with Friends, and communication/prep for special board meeting communication in compliance with open meeting law	3	
Total Miscellaneous	33	
Rate \$50/hour which is teacher's summer rate	\$1,650	