



St. Croix Preparatory Academy

Board Meeting Agenda

September 16, 2025

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6. Adjourn Meeting	



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ANNUAL BOARD CALENDAR 2025-2026

July	Responsible	Notes/Status
Public Hearing on Student Fees	K. Gutierrez	
Family Handbook Approval	J. Fuchs	
Seat New Board Members	Board Chair	
Foundation Update	M. Davis	
Conflict of Interest Form Disclosure	K. Gutierrez	
Annual Finance Designations for Next Year <ul style="list-style-type: none"> • Identified Official with Authority • Official Newspaper • Designation of Depository • Account Signatories • Collateralize Funds in Excess of FDIC Insurance • Delegation of Authority to Make Electronic Funds Transfers 		

August	Responsible	Notes/Status
Forward Together Retreat (08/07 and 08/08)	Succession Committee	
ByLaws Training	Governance	

September	Responsible	Notes/Status
Status of School Opening/Quarterly Report	Lower School Middle School Upper School Student Services	
Review of MCA Test Scores	J. Fuchs	
MN State Statute Training	Governance	
Emergency Operations Plan Approval	Incident Command/Safety Team	Moving to October due to policy updates needed and work on a crisis plan.
MDE Assurance of Compliance	J. Fuchs	
Q-Comp Goals	TLC/Q-Comp Leaders	
Unaudited Financials FY 25 - Review	EDoF	
October	Responsible	Notes/Status
Financial Statement Review	K. Gutierrez/Finance	
Foundation Update	M. Davis	
Quarterly Report	Activities Department	
Bi-Annual Report	Human Resources	
Bi-Annual Report	Academic Coordinators	
Annual Report Approval (if ready)	J. Fuchs	Can move to November?
World's Best Workforce Approval (if ready)	J. Fuchs	Can move to November?
November	Responsible	Notes/Status

Board Retreat??	T. Gulbransen	
Bi-Annual Report	Communications and Events Coordinator	

December	Responsible	Notes/Status
Affiliated Building Company Training	K. Gutierrez/Finance	
Audit Acceptance	K. Gutierrez/Finance	
FSCPA and Building Overview	B. Blotske	
Quarterly Report	Lower School Middle School Upper School Student Services	

January	Responsible	Notes/Status
Board Election Timeframe Discussion	Governance	
Food Services Report	M. Thole	
Technology Report	C. Olson	
Quarterly Report	Activities Department	

February	Responsible	Notes/Status
Financial Statement Review	K. Gutierrez/Finance	
Board Election Timeframe Discussion	Governance	
Approve School Calendar	J. Fuchs	

March	Responsible	Notes/Status
Approve Open Enrollment Period for Next Year	J. Fuchs	
Approve Board Calendar for Next Year <ul style="list-style-type: none"> • Meetings • Election • Retreat 	Board	
Board Election Status & Time Frame	Governance	
Quarterly Check-In	Lower School Middle School Upper School Student Services	
Compensation Plan Introduction	T. Smith	
Benefits Package Introduction	T. Smith	

April	Responsible	Notes/Status
Annual Budget Introduction	Finance	
Compensation Plan Approval	T. Smith	
Benefits Plan Approval	T. Smith	
Bi-Annual Report	Human Resources	
Quarterly Report	Activities Department	
Board Election Status & Time Frame	Governance	

May	Responsible	Notes/Status
Q Comp Report Presentation/Approval	Academic Coordinators	

Bi-Annual Report		
Financial Statement Review	K. Gutierrez/Finance	
Board Election Update	Governance	
Approve Annual Budget	K. Gutierrez/Finance	

June	Responsible	Notes/Status
Public Hearing on Fees – 2026	K. Gutierrez	
End of the Year Wrap Up Report	Lower School Middle School Upper School Student Services Activities Department	
New Board Member Training	Governance	
Read Well by Third Grade Approval	J. Karetov	
Introduction of Family Handbook	J. Fuchs	
Introduction of Employee Handbook	T. Smith	
Annual Finance Designations for Next Year <ul style="list-style-type: none"> • Identified Official with Authority • Official Newspaper • Designation of Depository • Account Signatories • Collateralize Funds in Excess of FDIC Insurance • Delegation of Authority to Make Electronic Funds Transfers 		



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2025-2026 Calendar

Board Approved: 02/06/24

July 1-4	Holiday
Aug 4-7	New Teachers Workshop
Aug 11-15	PD Day
Aug 18	First Day of School (Grades 5-12)
Aug 18-22	Prep for Success Conferences K-4
Aug 25	First Day of School (Grades K-4)
Aug 29	Teacher Non-Duty Day
Sept 1	Holiday
Sept 22	PD Day
Oct 15	End of Quarter 1
Oct 16	MN Classical Education Conference
Oct 16	PD Day
Oct 17	Teacher Non-Duty Day
Oct 20	Teacher Non-Duty Day
Oct 21	Grading Day
Nov 6	LS/MS/US PM Conferences
Nov 7	LS Conferences
Nov 26	PD Day
Nov 27-28	Holiday
Dec 19	End of Quarter 2/Semester 1
Dec 22-Jan 1	Holiday
Jan 2	Grading Day
Jan 5	PD Day
Jan 19	PD Day
Jan 23	LS Conferences
Feb 16	PD Day
Mar 12	End of Quarter 3
Mar 13	Grading Day
Mar 16-20	Spring Break - Teacher Non-Duty
April 3	Teacher Non-Duty Day
May 22	Last Day of School/ End of Semester 2
May 25	Holiday
May 26	PD/Grading Day
May 31	Graduation
June 19	Holiday
June 29-30	Holiday

July 2025				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

T0/S0

August 2025				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

T14/S9

September 2025				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

T21/S20

October 2025				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15*	16	17
20	21	22	23	24
27	28	29	30	31

T21/S19

November 2025				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

T18/S17

December 2025				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19*
22	23	24	25	26
29	30	31		

T15/S15

January 2026				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

T20/S18

February 2026				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

T20/S19

March 2026				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12*	13
16	17	18	19	20
23	24	25	26	27
30	31			

T17/S16

April 2026				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

T21/S21

May 2026				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22*
25	26	27	28	29

T17/S16

June 2026				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

T0/S0

School Day

No School Day
for LS Only

No School Day/
No Students Day/
OFFICES CLOSED

Quarter 1 = 40

Quarter 2 = 40

Semester 1 = 80

Quarter 3 = 46

Quarter 4 = 44

Semester 2 = 90

189 New Staff Days

8

185 Returning Staff Days

170 MS/US Student Days

163 LS Student Days

Members Present: T. Gulbransen (Chair), Bob Hajlo (Vice-Chair), D. Smith (Treasurer), A. Galati (Secretary), J. Johnson, R. Thorson, M. Adams, H. Gonzalez, K. Osberghaus

Members Absent: None

Remote Board Members: None

Ex-officio Members Present: J. Fuchs (Executive Director)

Guests: K. Gutierrez

1. Call to order: T. Gulbransen called the meeting to order at 6:00 PM.
2. Open Forum - None
3. [SCPA Board Calendar 2025-2026 - August 2025](#)
 - a. [St. Croix Prep 2025-2026 Board Meetings Calendar](#)
4. **Consent Agenda**
 - a. Board Minutes
 - i. [July 22, 2025 SCPA Board Minutes](#)
 - ii. [August 7, 2025 Minutes](#)
 - iii. [August 8, 2025 Minutes](#)
 - b. Executive Directors' Reports
 - o [Executive Director's Report August 2025](#) - J. Fuchs
 - ii. [EDFO Board Report August 2025](#) - K. Gutierrez
 - c. Governance Policies for Approval - None at this time.
 - Motion to Approve the Consent Agenda: K. Osberghaus
 - Second: H. Gonzalez
 - Approved: All

5. Agenda

a. Q - Comp Presentation (Updated Evaluation Rubrics)

- i. [DRAFT US Summative Eval w_ CRT.docx](#)
- ii. [Draft Lower School Summative Eval w/ CRT](#)
- iii. [Draft MS Summative Eval w/ CRT](#)
- iv. [Draft Special Education Teacher w/ Culturally Responsive](#)
- v. [Summative Evaluation Updates](#)
 - Motion to Approve: A. Galati
 - Second: J. Johnson
 - Approved: All

b. Governance

- i. [Annual Bylaws Training](#)
 - [SCPA Quick Reference Guide](#)
 - [Board Training Slides](#)
- ii. [Video Surveillance Policy 712](#)
- iii. [Acceptable Use Policy 712F Access and Use of Security Camera Footage](#)
- iv. [413 Harassment and Violence \(Redline Edits\)](#)
 - [413 Harassment and Violence Draft](#)

c. Manager of Executive and Board Services - Would act as a high level administrative support to the Executive Director.

- Motion to Approve as Presented: HR Department to Hire Manager of Executive and Board Services with a salary range of \$75,000 to \$90,000.
 - Motion: B. Hajlo
 - Second: K. Osberghaus
 - Approved: All

d. [Strategic Planning Committee](#) - R. Thorson

Adjournment: 6:51 PM



- Motion to adjourn: A. Galati
- Second: J. Johnson
- Approved: All

Respectfully Submitted by A. Galati, St. Croix Preparatory Academy Board Secretary

Members Present: T. Gulbransen (Chair), Bob Hajlo (Vice-Chair), D. Smith (Treasurer), A. Galati (Secretary), R. Thorson, H. Gonzalez, K. Osberghaus

Members Absent:

Remote Board Members: J. Johnson, M. Adams - via Zoom Link:

<https://stcroixprep-org.zoom.us/j/98221720783?pwd=oAVgUsG3l83L3odyD8YadSM2aU1j9F.1>

Ex-officio Members Present: J. Fuchs (Executive Director)

Guests: None

1. Call to order: T. Gulbransen called the meeting to order at 4:45 PM.

2. Open Forum: None

3. **Agenda**

a. Modifications to 2025-2026 and the 2026-2025 School Calendar

- i. [SCPA Instructional Hours](#)
- ii. [2025-2026 School Calendar Overview](#)
- iii. [Length of School Year Statute 120A.41](#)
- iv. [SCPA 2025-2026 Public Calendar](#)
- v. [Stillwater Staff Calendar 2526](#)
- vi. [Proposed Calendar Changes 25-26 and 26-27.](#)

Motion to approve the following changes to the 2025 - 2026 school year calendar:

1. October 21, 2025 will be changed from a PD day for teachers to an instructional day for ALL students.
2. October 31, 2025 will be changed from an instructional day for all students to a PD day for staff.
3. November 7, 2025 will be changed from an instructional day for grades 5 - 12 to an instructional day for all students K-12. LS conferences during the day will be cancelled.

4. January 23, 2026 will be changed from an instructional day for grades 5 - 12 to an instructional day for all students K-12. LS conferences during the day will be cancelled.

- Motion to Approve: D. Smith
- Second: T. Thorson
- Approved: All

Motion to approve the following changes to the 2026 - 2027 academic calendar:

1. August 20 and 21, 2025 will be changed from instructional days for grades 5 - 12 only to instructional days for ALL grades K-12.

- Motion: A. Galati
- Second: H. Gonzalez
- Approved: All

Adjournment: 4:55 PM

- Motion to adjourn: A. Galati
- Second: J. Johnson
- Approved: All

Respectfully Submitted by A. Galati, St. Croix Preparatory Academy Board Secretary



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Executive Director's Report to the Board

Date of Report: August 2025

Report Prepared By: Jenn Fuchs, Ph.D.

Goal 1: Analyze and Evaluate (Days 30-90)

- Evaluated and Restructured Admin Meetings
 - Agendas include Action Items, Revised Process Documents and Announcements
- Attended Board Retreat
 - Opportunity for Board and School Leaders to have a shared discussion about goals
- Facilitated School Leaders Retreat
 - Led School Leaders through a process for 25-26 that included:
 - Team Building
 - Goal Setting
 - Action Planning
 - Check-Ins and work time is embedded throughout the year
- Planning Leadership Training
 - Using The Thin Book of Trust
 - We will have 4 sessions embedded in upcoming Admin Meetings

Goal 2: Operational Leadership (Days 30-90)

- Meeting individually with School Leaders from Technology, Food Service, Communications, Facilities and Human Resources
- Evaluating resources for facilities/IT ticketing and calendaring
- Policy Review
 - Continue Reviewing the MSBA Charter School Policies compared to SCPA Policies



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Executive Director of Finance & Operations Report to the Board For Month ending September 12, 2025

Succession Planning

- Preparation for Sabbatical
 - Sabbatical dates confirmed: September 22 – November 12, with 13 PDO days added. Return date: December 8.
 - Preparation efforts focused on knowledge transfer, organizing key information, and updating system access levels to ensure continuity.
- Strategic Planning Committee- Interviewed by consultant in my role as school leader and participated in committee meetings.

Leadership Support

- Ongoing support for the operational leadership transition to Dr. Fuchs.

Governance & Accountability

- Regular meetings with the Board Chair and Executive Director to coordinate leadership transition duties and maintain alignment.

Fundraising & Development

- Facilitated knowledge transfer of financial responsibilities to the Foundation.
- Completed the Foundation's annual IRS tax filing and annual financial statements.
- Supported the transition of Monica Davis from SCPA employee to contracted employee with the Foundation.

Financial Management

- FY25 unaudited financial report finalized.
- FY26 year-to-date financial review and reforecast of key budget lines completed.

Consulting Engagements- 1 hour per week.

Professional Development -No formal activities completed since last report.

413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability (Protected Class).

II. GENERAL STATEMENT OF POLICY

- A. The policy of the charter school is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other charter school personnel harasses a student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the charter school.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other charter school personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel based on a person's Protected Class.
- D. The charter school will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school personnel found to have violated this policy.

III. DEFINITIONS

- A. "Assault" is:
 - 1. an act done with intent to cause fear in another of immediate bodily harm or 413-1 death;
 - 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 - 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

C. "Immediately" means as soon as possible but in no event longer than 24 hours. D.

Protected Classifications; Definitions

1. "Disability" means, with respect to an individual who
 - a. has a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
 - b. has a record of such an impairment;
 - c. is regarded as having such an impairment; or
 - d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
2. "Familial status" means the condition of one or more minors having legal status or custody with:
 - a. the minor's parent or parents or the minor's legal guardian or guardians; or
 - b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. "Sexual orientation" means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:

- a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
- b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
- c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

- a. unwelcome verbal harassment or abuse;
- b. unwelcome pressure for sexual activity;
- c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other charter school personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other charter school personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel should report the alleged acts immediately to an appropriate school official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The charter school encourages the reporting party or complainant to use the report form available from the executive director, principal, or building supervisor or available from the school office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a charter school human rights officer or to the executive director. If the complaint involves the building report taker, the complaint shall be made or filed directly with the executive director or the school human rights officer by the reporting party or complainant.
- D. In Each School Building

The executive director, building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult charter school personnel who receives a report of

harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the executive director or the charter school human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. Charter school personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the charter school human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

G. In the Charter School

The charter school board hereby designates as the charter school human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the executive director.¹

- H. The charter school shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The charter school will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.

N. False accusations or reports of violence or harassment against another person are prohibited.

O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the charter school's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from charter school property and events and/or termination of services and/or contracts.

V. INVESTIGATION

A. By authority of the charter school, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school officials or by a third party designated by the school.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the charter school should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

D. In addition, the charter school may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

F. The investigation will be completed as soon as practicable. The charter school human rights officer shall make a written report to the executive director upon completion of the investigation. If the complaint involves the executive director, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. CHARTER SCHOOL ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the charter school will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school policies and regulations.
- B. The school is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the charter school. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The charter school will discipline or take appropriate action against any student, teacher, administrator, or other school personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota 413-7 Statutes, chapter 260E may be applicable.
- B. Nothing in this policy will prohibit the charter school from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each charter school building in areas accessible to students and staff members.
- B. This policy shall be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school.
- C. This policy shall appear in the student handbook.
- D. The charter school will develop a method of discussing this policy with students and employees.
- E. The charter school may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education) Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

**ST. CROIX PREPARATORY ACADEMY
VIDEO SURVEILLANCE OTHER THAN ON BUSES
POLICY 712**

I. PURPOSE

Maintaining the health, welfare, and safety of students, staff, and visitors while on SCPA property and the protection of SCPA property are important functions of the school. The behavior of individuals who come on to SCPA property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and SCPA property. The school board recognizes the value of video/electronic surveillance systems in monitoring activity on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and SCPA property.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. SCPA buildings and grounds may be equipped with video cameras.
2. Video surveillance may occur in any SCPA building or on any SCPA property.
3. Video surveillance will normally not be used in bathrooms or locker rooms, although these areas may be placed under surveillance by individuals of the same sex as the occupants of the bathrooms or locker rooms.

B. Use of Video Recordings

1. Video recordings will be viewed by SCPA personnel on a random basis and/or when problems have been brought to the attention of appropriate SCPA administration.
2. A video recording of the actions of students and/or employees may be used by the appropriate SCPA administration as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct in SCPA buildings or on school grounds.
3. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, United States Code 1232g, and the rules and/or regulations promulgated thereunder.

C. Security and Maintenance

1. SCPA shall establish appropriate security safeguards to ensure that video recordings are maintained and stored in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.
2. SCPA shall ensure that video recordings are retained in accordance with SCPA's records retention schedule.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) Minn.
Stat. § 121A.585 (Notice of Recording Device)
Minn. Stat. § 138.17 (Government Records; Administration)
Minn. Stat. § 609.746 (Interference with Privacy)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of SCPA
Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks,
Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)

Acceptable Use Policy: Access and Use of Security Camera Footage

Purpose

The purpose of this policy is to ensure that all school employees with access to security camera footage do so in a manner that respects student and staff privacy, complies with legal standards, and supports the safety, security, and orderly operation of the school.

Scope

This policy applies to all employees of St. Croix Preparatory Academy who are granted access to view security camera footage.

Authorized Use

Employees may only access camera footage under the following conditions:

- To investigate a specific safety or security concern (e.g., altercations, vandalism, theft, unauthorized access).
- When directed by an administrator or law enforcement official.
- To monitor areas for ongoing safety issues (e.g., supervision during arrival/dismissal).
- As part of an administrative investigation involving staff, students, or visitors.

Access Guidelines

- Viewing access is limited to designated staff as approved by the Executive Director.
- Access to footage must be **purpose-driven**, not casual or curiosity-based.
- All viewing must occur on school devices and in a private or professional setting—not in public or shared areas.
- Employees may not save, download, or share footage unless specifically authorized by the Executive Director or their designee.
- If footage must be shared for investigation or documentation purposes, it must be shared securely and only with authorized individuals.

Prohibited Use

Employees may **not**:

- Access footage for personal reasons or to monitor individuals without cause.
- Use footage to settle personal disputes or circumvent proper reporting/investigative procedures.
- Share footage with unauthorized staff, parents, students, or the public.
- Record, screenshot, or photograph footage using personal devices.
- Use footage in any manner that violates FERPA, data privacy laws, or professional ethics.

Logging and Oversight

- All access may be logged and subject to review.
- Leadership reserves the right to audit usage and investigate any potential misuse.
- Misuse of camera footage access is a serious matter and may result in disciplinary action, up to and including termination.

Reporting Concerns

If an employee becomes aware of inappropriate or unauthorized use of security camera footage, they must report it to the Executive Director or Human Resources immediately.

Acknowledgment

All employees with access to security footage must review and sign this policy annually.

Employee Printed Name

Employee Signature

Quarterly School Administrator Report

General Information

Administrator Name: Peggy Rosell

School/Division: Director of Student Support Services

Quarter & Year: Quarter 1; 2025/2026

Section 1: SWOT Analysis

Category	Details (examples included, replace with your entries)
Strengths/Celebrations	<ol style="list-style-type: none">1. Fully staffed with SpEd teachers!2. Submission of ADSIS (Alternative Delivery of Specialized Instructional Services) Fall survey. A new 2-year cycle started this year.3.
Weaknesses	<ol style="list-style-type: none">1. Filling open paraprofessional positions (1 at US and 2 at LS)2. Start and end times determined by Stillwater.3.
Opportunities	<ol style="list-style-type: none">1. Explore transportation alternatives to address start and end times.2. Implementing the next level of screening for struggling readers by using/implementing CAPTI.3.
Threats	<ol style="list-style-type: none">1. Funding and connecting with other private/charter schools to maximize efficiency.2. Funding for implementing CAPTI.3. Unknown proposed SpEd funding cuts at the state and federal levels.

Section 2: Addressing Weaknesses and Threats

Question: What steps are being taken to address the identified weaknesses and threats?

Response:

- Transportation - continue to ask questions and explore options for busing.
- CAPTI - determine how much funding is needed and where the money comes from.
- Funding unknowns - staying informed by watching and reading updates as they happen to prepare an appropriate response.

Section 3: Family and Community Engagement

Prompt	Response
How have you engaged families to support student learning and school initiatives this quarter?	Case managers for students with IEPs have communicated with families to introduce themselves and provide families with a person to contact. Answering questions about student support services and we can support students.
How have you collaborated with staff to build a positive school culture and support instructional goals?	Biweekly meetings are scheduled with each division SpEd team. 1:1 meetings are scheduled with the Health Office and EL teacher. Biweekly meeting with school counselors.
What new strategies or practices are being introduced to strengthen family-school-staff partnerships?	

Section 4: Additional Notes & Future Planning

Upcoming priorities for next quarter:

- Implementation of ADSIS interventions will start soon. Quarter 2 will focus on refining the process for collecting/tracking intervention data for behavior (new to this application cycle).
- Complete round 1 of observations for direct reports.

Anticipated challenges and mitigation strategies:

Support requested from the School Board:

Quarterly School Administrator Report

General Information

Administrator Name: Joann Karetov

School/Division: Lower School

Quarter & Year: Section 1: Quarter 1 2025

Section 1: SWOT Analysis

Category	Details (examples included, replace with your entries)
Strengths/Celebrations	<p>Examples: Increased student achievement in math; Strong extracurricular participation</p> <ol style="list-style-type: none">1. Back to school PD week was positive2. Prep 4 Success conferences3. Over enrolled by 5 students/Onboarding new students
Weaknesses	<p>Examples: High teacher turnover in specific departments; Limited technology integration</p> <ol style="list-style-type: none">1. Staff resignations close to the beginning of the year2. Our later school day has been a transition3. Academic Coordinator started the year as a classroom teacher4. Not fully staffed
Opportunities	<p>Examples: New state grants for STEM programs; Partnerships with local businesses</p> <ol style="list-style-type: none">1. Explore transportation alternatives to address start and end times2. Data analysis review is underway3. Implementation of READ Act training
Threats	<p>Examples: Declining student enrollment; Legislative funding cuts</p> <ol style="list-style-type: none">1. Funding for next level of screenings for struggling readers by using/implementing Capti.

	2. Is QComp going away from state legislature? 3. Adapting to new paper STEP tests and not having STEP wall
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Section 2: Addressing Weaknesses and Threats

Question: What steps are being taken to address the identified weaknesses and threats?

Response:

Weaknesses	Examples: High teacher turnover in specific departments; Limited technology integration 1. Hired all teachers. Still working on finding times for training because immediately immersed in teaching. 2. Addressing quickness of bus departures in the p.m. 3. Since teacher hired, AC transitioning to support for new teacher while also back into AC role. 4. 1 applicant. Interview Thursday.
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Threats	Examples: Declining student enrollment; Legislative funding cuts 1. Only testing necessary students so not pulled from instruction for more assessments. 2. Monitoring local and federal legislature. Attending MN law conference in November. 3. Analyzing created documents; practicing and tweaking as necessary; spreadsheet created to emulate STEP wall (requires teacher to input instead of automatic calculations.
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Section 3: Family and Community Engagement

Prompt	Response
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How have you engaged families to support student learning and school initiatives this quarter?	Prep 4 Success Conferences Honest conversations with new families regarding where the student is coming in to Prep. Weekly classroom newsletters Monthly Paw Print
How have you collaborated with staff to build a positive school culture and support instructional goals?	Individual Goal Meetings with teachers Division meetings Grade level meetings Daily "today i will" inspiration based on author of this year's spirit week Jerry Spinelli
What new strategies or practices are being introduced to strengthen family-school-staff partnerships?	Discussions on conference changes for this year only so partnerships continue. New staff discussions on Prep culture.

Section 4: Additional Notes & Future Planning

Upcoming priorities for next quarter: Data reviews more regularly; Intentional WIN Time support for students based on data.

Anticipated challenges and mitigation strategies: Continued training for new staff and students.

Support requested from the School Board: None at this time.



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Quarterly School Administrator Report

General Information

Administrator Name: Andrew Sachariason

School/Division: Prep Upper School

Quarter & Year: Q1 2025

Section 1: SWOT Analysis

Strengths/Celebrations

New Teacher Training Preparation

Back to School Week with all staff

Freshman Orientation, Senior Breakfast/Senior Sunrise, Homecoming Planning Student Council, Buddy Day #1, Marathon Planning and Incentives,

US News and World Report - finally

Completed New Student 1-1 meetings discussing schedules, answering any questions, and reviewing email procedures.

20 New locker bay set up in the athletic hallway for seniors

A great team of teachers, Deanna Thompson has been extremely helpful in the Upper School with the resignation of Elaine Bransford.

Weaknesses/Challenges

PSEO - 28 Students Currently enrolled in both part time and full time.

11th - 18/12th - 10 - larger number of full and part time PSEO students. Roughly 50% are full time

Elaine Bransford - Upper School Teaching and Learning Coordinator resigned.

Onboarding New Teachers correctly without a TLC

Will Q Comp remain a priority at the Department of Education?

READ Act implementation and impact on Upper School - making it make sense.

Opportunities

Examples: New state grants for STEM programs; Partnerships with local businesses

Teaching and Learning Position responsibilities will be absorbed by Andrew along with support from Deanna Thompson and Nicole Donnay

New Family Outreach is happening

Working with Monica Davis on Foundation work focused on Alumni and Career Day

Current Enrollment

9th - 106

10th - 96

11th - 104

12th - 99

Total - 405

Explore transportation alternatives that promote stronger school hours.

Threats

Fears of accounting issues at other schools - change teacher's salaries i.e. Seven Hills.

PSEO. This year, 7 full time PSEO students returned to Prep this year FULL time.

School Times - lots of challenges with missing school for early release athletics

32 students were enrolled in the Upper School taking "a spot" last summer and DID NOT end up attending Prep. We are examining ways to prevent some of this, but most explained that the lack of bussing, later start times, and the inability to get siblings into Prep were their rationale.

Section 2: Addressing Weaknesses and Threats

Response: 1-1 Meetings are helpful for me in determining weaknesses and threats. I have also worked closely with a number of parents who have shared unintentional weaknesses in my processes. For example, communication with students during

schedule requests prior to school was not as beneficial as some had hoped. I have met with parents who offered helpful suggestions and am planning on applying those next year to improve overall satisfaction.

Section 3: Family and Community Engagement

Family Engagement:

We have a lot of opportunities to meet with families throughout the summer. I am hoping to provide a stronger structure to bring in potential families earlier in the summer to offer more information that will help families make an informed decision about attending Prep.

Early Student Study Team meetings are providing insights into our new students and where they are academically. I recently completed new student 1-1 meetings sitting down with each student to check in and answer questions.

We also have 3 exchange students this year, Emily from France, Aisha from Brazil, and Patricia from Spain.

Ongoing communication is happening with announcements and Parent Update.

Team Culture and Collaboration:

As Principal of the Upper School, it is important to me that teachers are supported. Our instructional efforts are challenging, and this can be difficult for students new to our school. School Culture is a big factor in making this work. Our efforts to share expectations and build rapport quickly result in an ongoing loop of student growth, professional satisfaction, and targeted coaching/professional development.

We are currently reviewing individual goal setting and opening year opportunities for further discussion.

Family/School Partnerships

Response: Nothing New. Family-Staff partnerships are important. We have hosted an “Open House” with staff presentations allowing families to get to know teachers and classroom expectations. Parents and Students were able to ask questions and share expectations. Staff are empowered to share key expectations with families as well

Deans are continuing their development with a commitment to improving attendance and upholding school behavioral expectations. Rita and Pat have helped set the tone

this year, also, a tremendous amount of work has been focused on improving study hall expectations.

Ongoing conversations with parents about how to help out and working with new students to feel comfortable and ready to learn each day.

Section 4: Additional Notes & Future Planning

As we look ahead into Q2, I am looking to develop thoughtful ongoing Professional Development within the building. I am hoping to help support our new teachers with clearly defined expectations and support as needed.

I would like to explore the connection between bussing, school hours, and our calendar to ensure a brighter future for our kids and families.

Quarterly School Administrator Report

General Information

Administrator Name: Amy Kleinboehl

School/Division: SCPA/Middle School

Quarter & Year: Section 1: Q1/2025

Section 1: SWOT Analysis

Category	Details (examples included, replace with your entries)
Strengths/Celebrations	<p>Examples: Increased student achievement in math; Strong extracurricular participation</p> <ol style="list-style-type: none">1. Fully enrolled/Fully Staffed2. 5th Grade orientation, Back to School Night3. Back to School PD - Division Time/Meetings - Worked on team building and communication which support growth mindset culture.
Weaknesses	<p>Examples: High teacher turnover in specific departments; Limited technology integration</p> <ol style="list-style-type: none">1. 8th graders who come in below grade level in math, push Algebra numbers up, and create scheduling issues in 7th grade. (Flux of class sizes from 8 - 34)2. Later start times3.
Opportunities	<p>Examples: New state grants for STEM programs; Partnerships with local businesses</p> <ol style="list-style-type: none">1. Explore transportation alternatives to address start and end times. (Other charter and private schools).2. Next level of screening for struggling readers, by using/implementing Capti - required and a financial commitment3.

Threats	<p>Examples: Declining student enrollment; Legislative funding cuts</p> <ol style="list-style-type: none"> 1. Legislative funding cuts - Q Comp, SPED 2. Stillwater determining our calendar/start and end time 3. Funding around the implementation of Capti
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Section 2: Addressing Weaknesses and Threats

Question: What steps are being taken to address the identified weaknesses and threats?

Response:

- Transportation - Continue to ask questions regarding and explore options.
- Funding for Capti - Determine how much funding is needed and where we are going to get.
- Legislative Cuts/Unknowns - staying informed by reading updates as they happen to anticipate and prepare next steps.
- Later Start times - Trying to get the buses out in 10 minutes at the end of the day.

Section 3: Family and Community Engagement

Prompt	Response
How have you engaged families to support student learning and school initiatives this quarter?	<p>New Students - Connect with new students, support staff, and student council.</p> <p>Returning students - 5th and 6th-grade teachers are sending weekly communication home. Emailing families regarding upcoming projects and assessments and concerns.</p>
How have you collaborated with staff to build a positive school culture and support instructional goals?	<p>Goals meetings with all staff regarding their professional and individual goals.</p> <p>Worked as a middle school team regarding culture.</p>
What new strategies or practices are being introduced to strengthen family-school-staff partnerships?	<p>Parent Group - trying to attend more parent group meetings.</p>

Section 4: Additional Notes & Future Planning

Upcoming priorities for next quarter: Identify students who are struggling after Q1 and partner with families on how they can grow.

Anticipated challenges and mitigation strategies:

As we look ahead, we spend time during Q1 developing more awareness of our new families, reaching out to families with concerns about academic performance and better understanding the needs of parents, kids, and teachers. Our SST meetings are helping to ensure that multiple teachers are on the same page and working in tandem to benefit the middle school in general.

Support requested from the School Board: If we could figure out a way to change our start times, it would be a massive win.

2025-2026 Q Comp Site Goals Overview

Lower School

Identify the standardized assessment in the SMART goal: DIBELS

Identify the academic content area assessed:

☒ Reading ☐ Mathematics ☐ Science ☐ Other: Enter text here

Identify assessed grades in the SMART goal: 3rd and 4th Grade

School Trend Data

(Note: All percentages must be calculated to at least one decimal place.)

School Year	Assessment Result
2024-2025	88.1% Starting Value

SMART Goal: By May 2026, 88.6% of 3rd and 4th-grade students at St. Croix Preparatory Academy will meet or exceed the DIBELS 8th Edition benchmark for Oral Reading Fluency (ORF), as measured by the spring benchmark assessment. This will be achieved through targeted instruction, quarterly progress monitoring, and the implementation of evidence-based reading interventions for students identified as below benchmark.

Middle School

Identify the standardized assessment in the SMART goal: MCA IV

Identify the academic content area assessed:

☒ Reading ☐ Mathematics ☐ Science ☐ Other: Enter text here

Identify assessed grades in the SMART goal: Grades 5-8

School Trend Data

(Note: All percentages must be calculated to at least one decimal place.)

School Year	Assessment Result
2022-2023	31.8%
2023-2024	26.4%
2024-2025	19.8% Starting Value

SMART Goal: By May 2026, the percentage of grade 5-8 students at St. Croix Preparatory Academy Middle School who meet proficiency standards on the Reading MCA IV will exceed the local district average by at least 10%, as measured by official MCA IV spring assessment results. This will be achieved through targeted instruction aligned to state standards, the use of evidence-based reading interventions for students below grade-level proficiency, and quarterly progress monitoring to adjust interventions and support.

Upper School

Identify the standardized assessment in the SMART goal: MCA IV

Identify the academic content area assessed:

☒ Reading ☐ Mathematics ☐ Science ☐ Other: Enter text here

Identify assessed grades in the SMART goal: 10th Grade

School Trend Data

(Note: All percentages must be calculated to at least one decimal place.)

School Year	Assessment Result
2022-2023	27.3%
2023-2024	17.5%
2024-2025	17.7% Starting Value

SMART Goal: By May 2026, the percentage of grade 10 students at St. Croix Preparatory Academy Upper School who meet proficiency standards on the Reading MCA IV will exceed the local district average by at least 10%, as measured by official MCA IV spring assessment results. Curriculum work focused on strong tier 1 instruction and ongoing progress monitoring will be implemented throughout the school year to support this growth.



Q Comp Site Goal Update Form

General Information: This form is to be used by all implementing schools as a means of updating the annual schoolwide (site) goal, as outlined in Minnesota Statutes, section 122A.414, subdivision 3(a). Goals should be in place by October 1 annually to ensure programs are fully implemented as required in Minnesota Statutes, section 122A.415, subdivision 1(d).

Contact the Q Comp team with any questions on this form and the goal-setting process at mde.q-comp@state.mn.us.

COMPLETE ONE FORM PER SCHOOL SITE

School Site Name: St. Croix Preparatory Academy Lower School

District/Charter School Name: St. Croix Preparatory Academy

Superintendent or Director: Jenn Fuchs

Email: jennfuchs@stcroixprep.org

Q Comp Coordinator (or common contact person)

Name: Deanna Thompson

Phone: 651-209-7371

Email: deannathompson@stcroixprep.org

The Minnesota Department of Education (MDE) will work with the identified coordinator or common contact person for all questions related to each site goal in the district/charter school. Accuracy of the goal(s) is the responsibility of the school site. MDE staff is available for assistance.

Please supply information where indicated (Steps 4 and 5):

In order for students to be successful, goals should be aligned across classrooms, learning teams, school sites, the district, and the state. As each school site develops their goal(s) for Q Comp, they should keep in mind the goals established by the district and state.

Step 1: Review existing state and district goals, including supporting state and district data as well as other plans (e.g., Title I, staff development, World's Best Workforce).

Step 2: Review schoolwide results for all state accountability tests [Minnesota Comprehensive Assessment (MCA) and Minnesota Test of Academic Skills (MTAS)] for *all students* in reading, mathematics, and science, as well as other schoolwide standardized academic achievement tests.

Step 3: Based on the data review, determine the academic content area focus and select a standardized assessment for the identified content area.

Step 4: Identify a measure of achievement defined by the standardized assessment and collect trend data. (If there is more than one goal for the site, please copy and complete this step for each goal.) Trend data must match all information identified in the specific and strategic, measurable, attainable, results-based, and time-bound (SMART) goal in Step 5.

Identify the standardized assessment in the SMART goal: MCA IV

Identify the academic content area assessed:

☒ Reading ☐ Mathematics ☐ Science ☐ Other: Enter text here

Identify assessed grades in the SMART goal: 10th Grade

School Trend Data

(Note: All percentages must be calculated to at least one decimal place.)

School Year	Assessment Result
2022-2023	27.3%
2023-2024	17.5%
2024-2025	17.7% Starting Value

Goals must include the following: grades assessed, school name, valid measure defined by the standardized assessment, academic content area, and a quantified starting and ending value. The starting value must match the assessment result found in the School Trend Data table and must be based on actual student achievement results and not based on an average over time.

If a site is using a goal for reducing the achievement gap, as outlined in Step 5, please add data showing proficiency trend data for the two student groups. Adjust the table accordingly by adding columns, or copying and adding another table.

Step 5: Write a schoolwide SMART goal using one of the templates listed below.

By May 2026, the percentage of grade 10 students at St. Croix Preparatory Academy Upper School who meet proficiency standards on the Reading MCA IV will exceed the local district average by at least 10%, as measured by official MCA IV spring assessment results. Curriculum work focused on strong tier 1 instruction and ongoing progress monitoring will be implemented throughout the school year to support this growth.

- *All State Accountability Tests (MCA and MTAS)*

The percentage of all students enrolled in grades #-# at SCHOOL NAME who are proficient on the ACADEMIC CONTENT AREA tests (MCA and MTAS) will increase from ##.##% in ##### (prior year) to ##.##% in ##### (current year).

NOTE: Data can be found in the Minnesota Report Card under: Are Students Mastering Standards?>Test Achievement Levels, Test Results and Participation>Test: All Academic Accountability Tests>Students Included: All tested

- *ACT*

The percentage of all students in grade # at SCHOOL NAME who meet or exceed the College Readiness Benchmark composite score as measured by ACT will increase from ##.##% in ##### (prior year) to ##.##% in ##### (current year).

- *FAST*

The percentage of all students in grades #-# at SCHOOL NAME who are in the "low risk" and "above average" categories on the FAST aReading (aMath) standardized assessment will increase from ##.##% in spring ##### (prior year) to ##.##% in spring ##### (current year).

The percentage of all students in grades #-# at SCHOOL NAME who meet their growth projection on FAST aReading (aMath) will increase from ##.##% in spring ##### (prior year) to ##.##% in spring ##### (current year).

- *NWEA RIT Growth Projection*

The percentage of all students in grades #-# at SCHOOL NAME who meet or exceed their fall to spring individual RIT Growth Projection on the NWEA MAP in ACADEMIC CONTENT AREA will increase from ##.##% in spring ##### (prior year) to ##.##% in spring ##### (current year).

- *Teaching Strategies GOLD*

The percentage of all students ages #-# at SCHOOL NAME who move up one level on the Teaching Strategies GOLD in DOMAIN AREA will increase from ##.##% in ##### (prior year) to ##.##% in ##### (current year).

Note: The goal must use all the indicators under one of the following sections: Language, Cognitive, Literacy, Mathematics, Science & Technology, Social Studies, The Arts, English Language Acquisition

- *Other Standardized Assessment*

The percentage of all students in grades #-# at SCHOOL NAME who meet or exceed the VALID MEASURE on the STANDARDIZED ASSESSMENT in ACADEMIC CONTENT AREA will increase from ##.##% in ##### (prior year) to ##.##% in ##### (current year).



Q Comp Site Goal Update Form

General Information: This form is to be used by all implementing schools as a means of updating the annual schoolwide (site) goal, as outlined in Minnesota Statutes, section 122A.414, subdivision 3(a). Goals should be in place by October 1 annually to ensure programs are fully implemented as required in Minnesota Statutes, section 122A.415, subdivision 1(d).

Contact the Q Comp team with any questions on this form and the goal setting process at mde.q-comp@state.mn.us.

COMPLETE ONE FORM PER SCHOOL SITE

School Site Name: St. Croix Preparatory Academy Lower School

District/Charter School Name: St. Croix Preparatory Academy

Superintendent or Director: Jenn Fuchs

Email: jennfuchs@stcroixprep.org

Q Comp Coordinator (or common contact person)

Name: Deanna Thompson

Phone: 651-209-7371

Email: deannathompson@stcroixprep.org

The Minnesota Department of Education (MDE) will work with the identified coordinator or common contact person for all questions related to each site goal in the district/charter school. Accuracy of the goal(s) is the responsibility of the school site. MDE staff is available for assistance.

Please supply information where indicated (Steps 4 and 5):

In order for students to be successful, goals should be aligned across classrooms, learning teams, school sites, the district, and the state. As each school site develops their goal(s) for Q Comp, they should keep in mind the goals established by the district and state.

Step 1: Review existing state and district goals, including supporting state and district data as well as other plans (e.g., Title I, staff development, World's Best Workforce).

Step 2: Review schoolwide results for all state accountability tests [Minnesota Comprehensive Assessment (MCA) and Minnesota Test of Academic Skills (MTAS)] for *all students* in reading, mathematics, and science, as well as other schoolwide standardized academic achievement tests.

Step 3: Based on the data review, determine the academic content area focus and select a standardized assessment for the identified content area.

Step 4: Identify a measure of achievement defined by the standardized assessment and collect trend data. (If there is more than one goal for the site, please copy and complete this step for each goal.) Trend data must match all information identified in the specific and strategic, measurable, attainable, results-based, and time-bound (SMART) goal in Step 5.

Identify the standardized assessment in the SMART goal: MCA IV

Identify the academic content area assessed:

☒ Reading ☐ Mathematics ☐ Science ☐ Other: Enter text here

Identify assessed grades in the SMART goal: Grades 5-8

School Trend Data

(Note: All percentages must be calculated to at least one decimal place.)

School Year	Assessment Result
2022-2023	31.8%
2023-2024	26.4%
2024-2025	19.8% Starting Value

Goals must include the following: grades assessed, school name, valid measure defined by the standardized assessment, academic content area, and a quantified starting and ending value. The starting value must match the assessment result found in the School Trend Data table and must be based on actual student achievement results and not based on an average over time.

If a site is using a goal for reducing the achievement gap, as outlined in Step 5, please add data showing proficiency trend data for the two student groups. Adjust the table accordingly by adding columns, or copying and adding another table.

Step 5: Write a schoolwide SMART goal using one of the templates listed below.

By May 2026, the percentage of grade 5-8 students at St. Croix Preparatory Academy Middle School who meet proficiency standards on the Reading MCA IV will exceed the local district average by at least 10%, as measured by official MCA IV spring assessment results. This will be achieved through targeted instruction aligned to state standards, the use of evidence-based reading interventions for students below grade-level proficiency, and quarterly progress monitoring to adjust interventions and support.

- *All State Accountability Tests (MCA and MTAS)*

The percentage of all students enrolled in grades #-# at SCHOOL NAME who are proficient on the ACADEMIC CONTENT AREA tests (MCA and MTAS) will increase from ##.##% in ##### (prior year) to ##.##% in ##### (current year).

NOTE: Data can be found in the Minnesota Report Card under: Are Students Mastering Standards?>Test Achievement Levels, Test Results and Participation>Test: All Academic Accountability Tests>Students Included: All tested

- *ACT*

The percentage of all students in grade # at SCHOOL NAME who meet or exceed the College Readiness Benchmark composite score as measured by ACT will increase from ##.##% in ##### (prior year) to ##.##% in ##### (current year).

- *FAST*

The percentage of all students in grades #-# at SCHOOL NAME who are in the “low risk” and “above average” categories on the FAST aReading (aMath) standardized assessment will increase from ##.##% in spring ##### (prior year) to ##.##% in spring ##### (current year).

The percentage of all students in grades #-# at SCHOOL NAME who meet their growth projection on FAST aReading (aMath) will increase from ##.##% in spring ##### (prior year) to ##.##% in spring ##### (current year).

- *NWEA RIT Growth Projection*

The percentage of all students in grades #-# at SCHOOL NAME who meet or exceed their fall to spring individual RIT Growth Projection on the NWEA MAP in ACADEMIC CONTENT AREA will increase from ##.##% in spring ##### (prior year) to ##.##% in spring ##### (current year).

- *Teaching Strategies GOLD*

The percentage of all students ages #-# at SCHOOL NAME who move up one level on the Teaching Strategies GOLD in DOMAIN AREA will increase from ##.##% in ##### (prior year) to ##.##% in ##### (current year).

Note: The goal must use all the indicators under one of the following sections: Language, Cognitive, Literacy, Mathematics, Science & Technology, Social Studies, The Arts, English Language Acquisition

- *Other Standardized Assessment*

The percentage of all students in grades #-# at SCHOOL NAME who meet or exceed the VALID MEASURE on the STANDARDIZED ASSESSMENT in ACADEMIC CONTENT AREA will increase from ##.##% in ##### (prior year) to ##.##% in ##### (current year).



Q Comp Site Goal Update Form

General Information: This form is to be used by all implementing schools as a means of updating the annual schoolwide (site) goal, as outlined in Minnesota Statutes, section 122A.414, subdivision 3(a). Goals should be in place by October 1 annually to ensure programs are fully implemented as required in Minnesota Statutes, section 122A.415, subdivision 1(d).

Contact the Q Comp team with any questions on this form and the goal setting process at mde.q-comp@state.mn.us.

COMPLETE ONE FORM PER SCHOOL SITE

School Site Name: St. Croix Preparatory Academy Lower School

District/Charter School Name: St. Croix Preparatory Academy

Superintendent or Director: Jenn Fuchs

Email: jennfuchs@stcroixprep.org

Q Comp Coordinator (or common contact person)

Name: Deanna Thompson

Phone: 651-209-7371

Email: deannathompson@stcroixprep.org

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Please supply information where indicated (Steps 4 and 5):

In order for students to be successful, goals should be aligned across classrooms, learning teams, school sites, the district, and the state. As each school site develops their goal(s) for Q Comp, they should keep in mind the goals established by the district and state.

Step 1: Review existing state and district goals, including supporting state and district data as well as other plans (e.g., Title I, staff development, World's Best Workforce).

Step 2: Review schoolwide results for all state accountability tests [Minnesota Comprehensive Assessment (MCA) and Minnesota Test of Academic Skills (MTAS)] for *all students* in reading, mathematics, and science, as well as other schoolwide standardized academic achievement tests.

Step 3: Based on the data review, determine the academic content area focus and select a standardized assessment for the identified content area.

Step 4: Identify a measure of achievement defined by the standardized assessment and collect trend data. (If there is more than one goal for the site, please copy and complete this step for each goal.) Trend data must match all information identified in the specific and strategic, measurable, attainable, results-based, and time-bound (SMART) goal in Step 5.

Identify the standardized assessment in the SMART goal: DIBELS

Identify the academic content area assessed:

☒ Reading ☐ Mathematics ☐ Science ☐ Other: Enter text here

Identify assessed grades in the SMART goal: 3rd and 4th Grade

School Trend Data

(Note: All percentages must be calculated to at least one decimal place.)

School Year	Assessment Result
2022-2023	-
2023-2024	-
2024-2025	88.1% Starting Value

Goals must include the following: grades assessed, school name, valid measure defined by the standardized assessment, academic content area, and a quantified starting and ending value. The starting value must match the assessment result found in the School Trend Data table and must be based on actual student achievement results and not based on an average over time.

If a site is using a goal for reducing the achievement gap, as outlined in Step 5, please add data showing proficiency trend data for the two student groups. Adjust the table accordingly by adding columns, or copying and adding another table.

Step 5: Write a schoolwide SMART goal using one of the templates listed below.

By May 2026, 88.6% of 3rd and 4th-grade students at St. Croix Preparatory Academy will meet or exceed the DIBELS 8th Edition benchmark for Oral Reading Fluency (ORF), as measured by the spring benchmark assessment. This will be achieved through targeted instruction, quarterly progress monitoring, and the implementation of evidence-based reading interventions for students identified as below benchmark.

- **All State Accountability Tests (MCA and MTAS)**

The percentage of all students enrolled in grades #-# at SCHOOL NAME who are proficient on the ACADEMIC CONTENT AREA tests (MCA and MTAS) will increase from ##.##% in ##### (prior year) to ##.##% in ##### (current year).

NOTE: Data can be found in the Minnesota Report Card under: Are Students Mastering Standards?>Test Achievement Levels, Test Results and Participation>Test: All Academic Accountability Tests>Students Included: All tested

- **ACT**

The percentage of all students in grade # at SCHOOL NAME who meet or exceed the College Readiness Benchmark composite score as measured by ACT will increase from ##.##% in ##### (prior year) to ##.##% in ##### (current year).

- **FAST**

The percentage of all students in grades #-# at SCHOOL NAME who are in the “low risk” and “above average” categories on the FAST aReading (aMath) standardized assessment will increase from ##.##% in spring ##### (prior year) to ##.##% in spring ##### (current year).

The percentage of all students in grades #-# at SCHOOL NAME who meet their growth projection on FAST aReading (aMath) will increase from ##.##% in spring ##### (prior year) to ##.##% in spring ##### (current year).

- **NWEA RIT Growth Projection**

The percentage of all students in grades #-# at SCHOOL NAME who meet or exceed their fall to spring individual RIT Growth Projection on the NWEA MAP in ACADEMIC CONTENT AREA will increase from ##.##% in spring ##### (prior year) to ##.##% in spring ##### (current year).

- **Teaching Strategies GOLD**

The percentage of all students ages #-# at SCHOOL NAME who move up one level on the Teaching Strategies GOLD in DOMAIN AREA will increase from ##.##% in ##### (prior year) to ##.##% in ##### (current year).

Note: The goal must use all the indicators under one of the following sections: Language, Cognitive, Literacy, Mathematics, Science & Technology, Social Studies, The Arts, English Language Acquisition

- **Other Standardized Assessment**

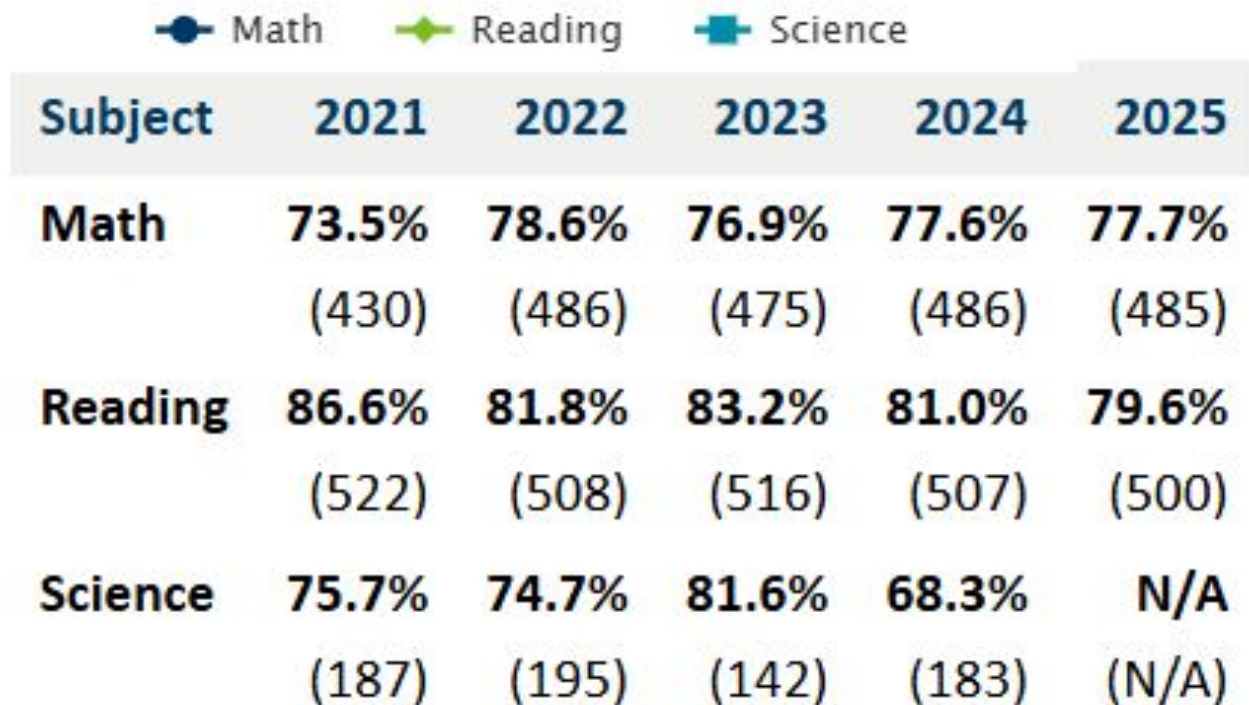
The percentage of all students in grades #-# at SCHOOL NAME who meet or exceed the VALID MEASURE on the STANDARDIZED ASSESSMENT in ACADEMIC CONTENT AREA will increase from ##.##% in ##### (prior year) to ##.##% in ##### (current year).

MCA Data 2025

55



MCA 21-25-All Students Tested



Legend: ● Math ◆ Reading ■ Science

Subject	2021	2022	2023	2024	2025
Math	73.5% (430)	78.6% (486)	76.9% (475)	77.6% (486)	77.7% (485)
Reading	86.6% (522)	81.8% (508)	83.2% (516)	81.0% (507)	79.6% (500)
Science	75.7% (187)	74.7% (195)	81.6% (142)	68.3% (183)	N/A (N/A)

What does “meeting report card criteria” mean?

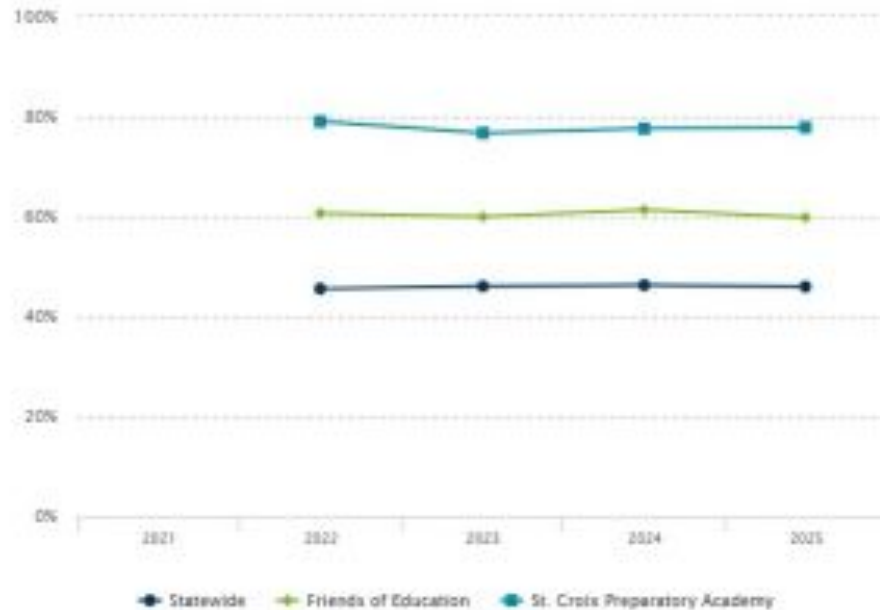
A student is included if they:

57

- Were enrolled for at least half an academic year;
- Were enrolled by December 15;
- Were enrolled on the first day of the assessment window.

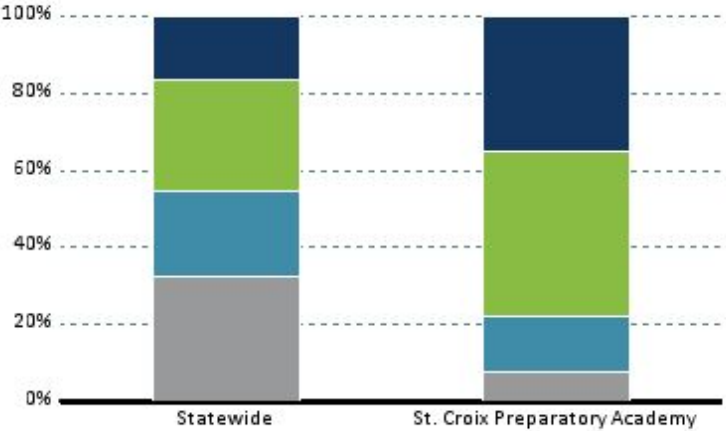
MCA Trend Math Proficiency-Only those meeting Report Card Criteria

2021 - 2025 Proficiency



Student Achievement Level

2025 Math All Standards-Based (MCA/MTAS/ALTMCA) Grade All
Grades
All Students

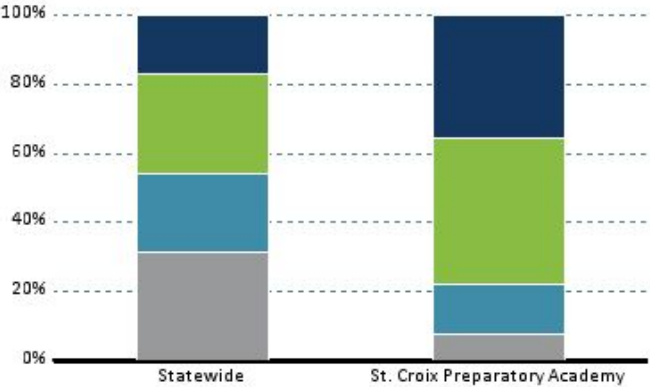


Measure	Exceeds	Meets	Partially Meets	Does Not Meet
Statewide				
Count	70,063	119,866	94,698	135,483
Percent	16.7%	28.5%	22.5%	32.2%
St. Croix Preparatory Academy				
Count	219	266	91	48
Percent	35.1%	42.6%	14.6%	7.7%

Math- All
tested

Group	% Proficient
MN	45.2%
SCPA	77.7%

Student Achievement Level
2025 Math All Standards-Based (MCA/MTAS/ALTMCA) Grade All
Grades
All Students



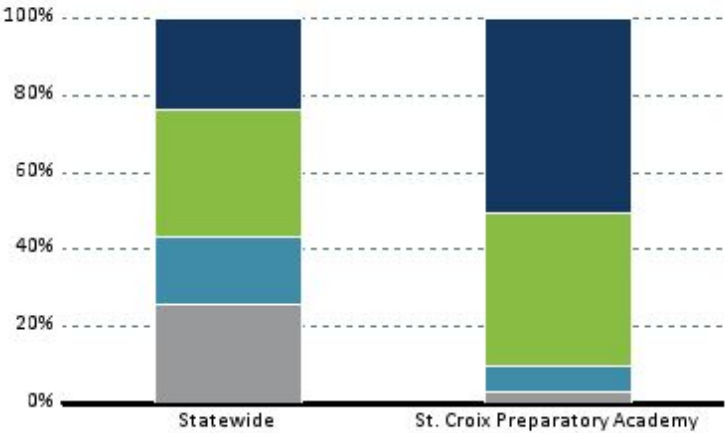
Measure	Exceeds	Meets	Partially Meets	Does Not Meet
Statewide				
Count	68,235	116,631	91,530	125,851
Percent	17.0%	29.0%	22.8%	31.3%
St. Croix Preparatory Academy				
Count	217	260	89	47
Percent	35.4%	42.4%	14.5%	7.7%

Math-Only
those meeting
Report Card
Criteria

Group	% Proficient
MN	42.6%
SCPA	77.8%

Student Achievement Level

2025 Math All Standards-Based (MCA/MTAS/ALTMCA) Grade 03, 04
All Students



Measure	Exceeds	Meets	Partially Meets	Does Not Meet
Statewide				
Count	29,542	40,895	21,775	31,835
Percent	23.8%	33.0%	17.6%	25.7%
St. Croix Preparatory Academy				
Count	91	71	12	6
Percent	50.6%	39.4%	6.7%	3.3%

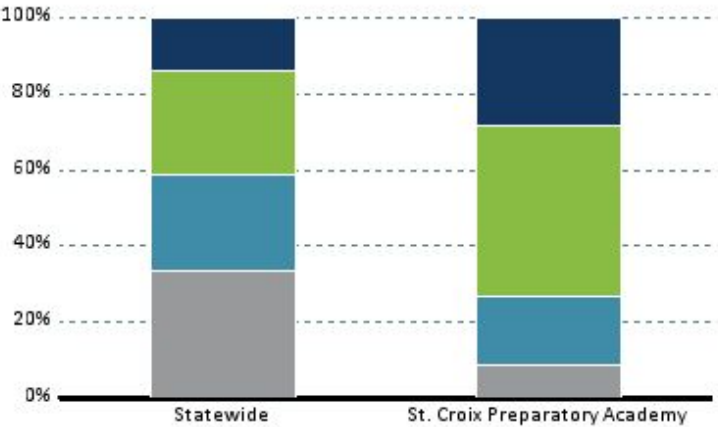
Math-GR 3-4-All
Tested and those
meeting Report
Card Criteria are
the same

Group	% Proficient
MN	56.8%
SCPA	90%

Student Achievement Level

2025 Math All Standards-Based (MCA/MTAS/ALTMCA) Grade 05, 06, 07, 08

All Students



Math-GR 5-8

All Tested

62

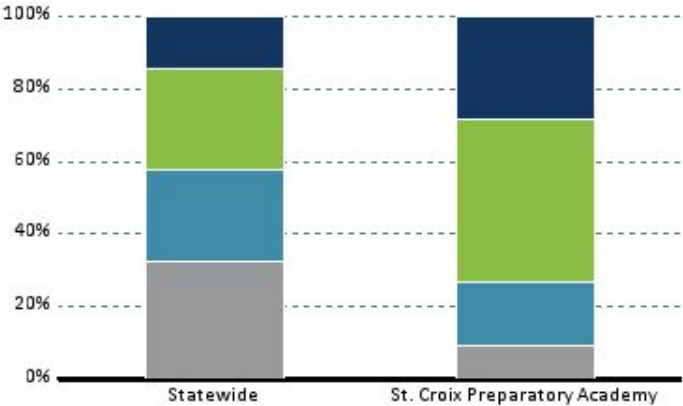
Measure	Exceeds	Meets	Partially Meets	Does Not Meet
Statewide				
Count	34,541	67,348	61,794	82,027
Percent	14.1%	27.4%	25.1%	33.4%
St. Croix Preparatory Academy				
Count	102	160	64	32
Percent	28.5%	44.7%	17.9%	8.9%

Group	% Proficient
MN	41.4%
SCPA	73.2%

Student Achievement Level

2025 Math All Standards-Based (MCA/MTAS/ALTMCA) Grade 05, 06,
07, 08

All Students



Measure

Statewide

Count	33,840	65,880	59,888	76,296
Percent	14.3%	27.9%	25.4%	32.3%

St. Croix Preparatory Academy

Count	101	157	63	32
Percent	28.6%	44.5%	17.8%	9.1%

Math-GR 5-8

Only those

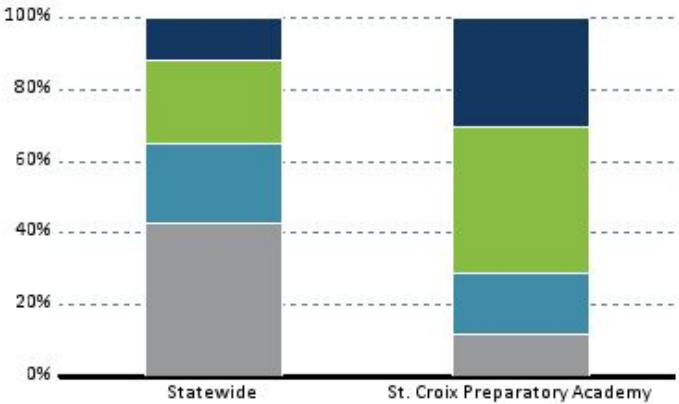
meeting Report

Card Criteria

Group	% Proficient
MN	42.2%
SCPA	73.1%

Student Achievement Level

2025 Math All Standards-Based (MCA/MTAS/ALTMCA) Grade 11
All Students



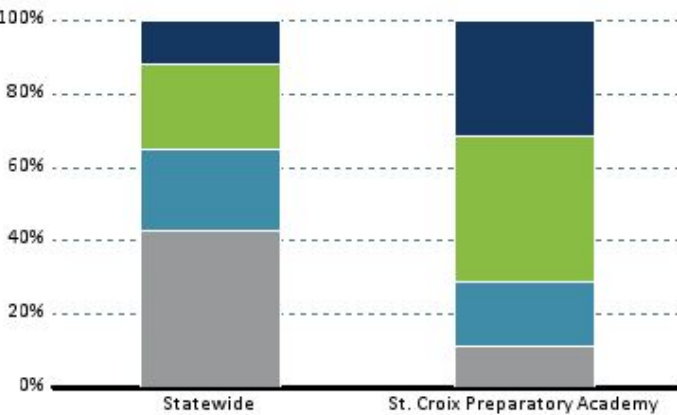
Measure	Exceeds	Meets	Partially Meets	Does Not Meet
Statewide				
Count	5,980	11,623	11,129	21,621
Percent	11.9%	23.1%	22.1%	42.9%
St. Croix Preparatory Academy				
Count	26	35	15	10
Percent	30.2%	40.7%	17.4%	11.6%

Math-GR
11-All Tested

Group	% Proficient
MN	35%
SCPA	70.9%

Student Achievement Level

2025 Math All Standards-Based (MCA/MTAS/ALTMCA) Grade 11
All Students

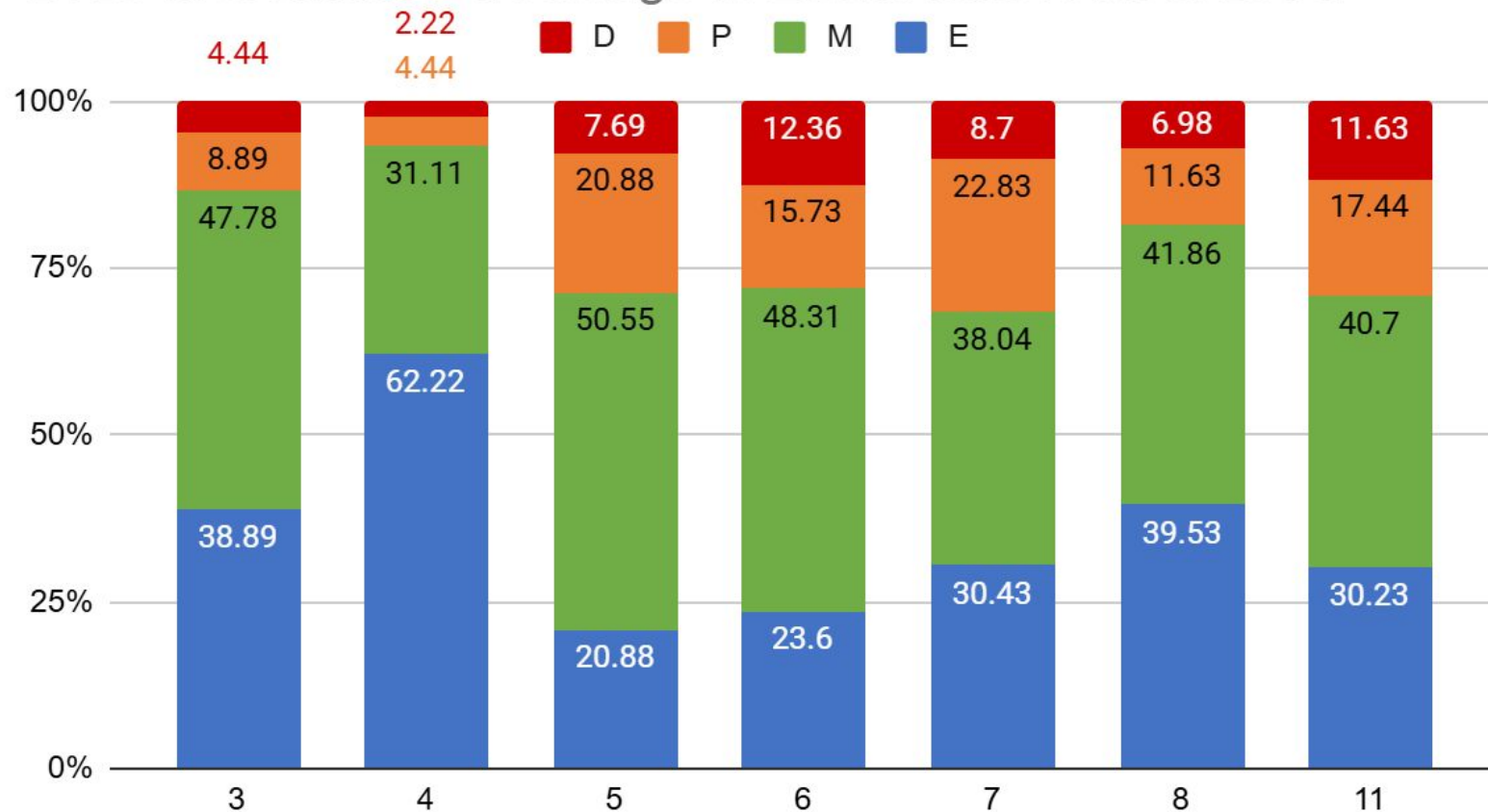


Measure	Exceeds	Meets	Partially Meets	Does Not Meet
Statewide				
Count	5,604	11,005	10,574	20,153
Percent	11.8%	23.2%	22.3%	42.6%
St. Croix Preparatory Academy				
Count	25	32	14	9
Percent	31.3%	40.0%	17.5%	11.3%

Math-GR 11-Only those meeting Report Card Criteria⁶⁵

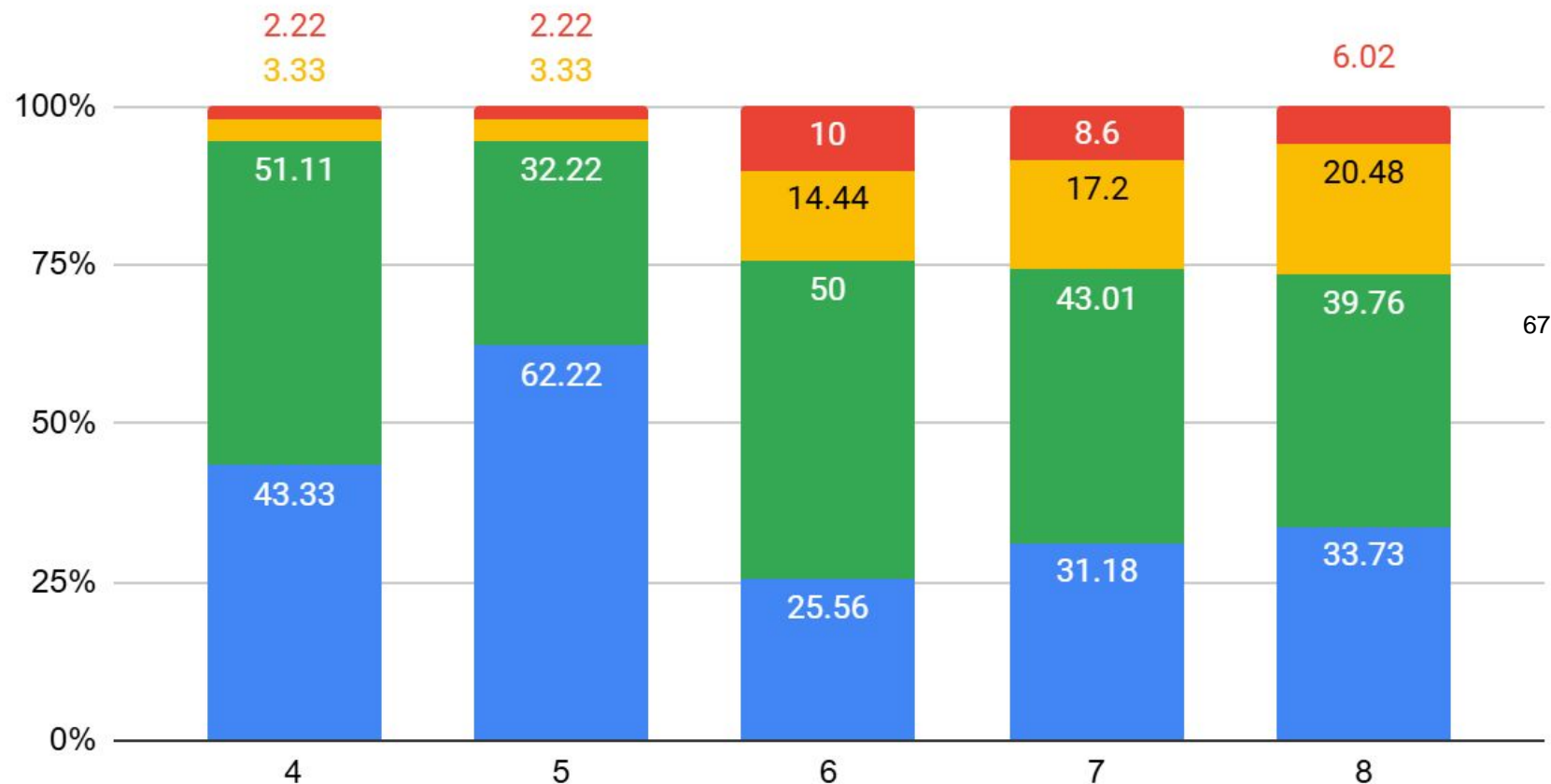
Group	% Proficient
MN	35%
SCPA	71.3%

2025 MCA Math Percentage in Each Achievement Level



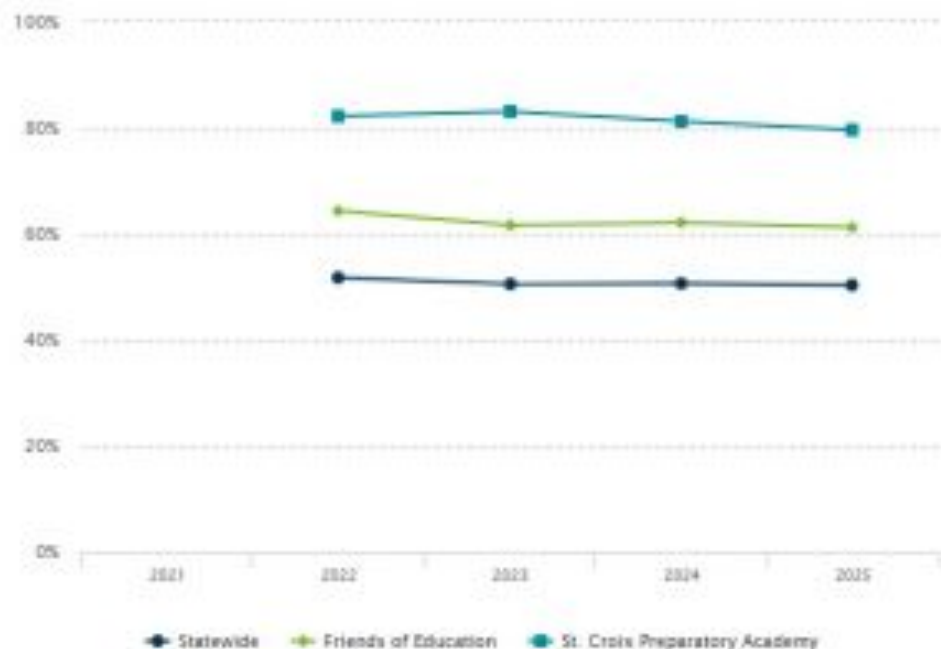
Math performance of the same students in 2024-Grade is current grade

■ D ■ P ■ M ■ E

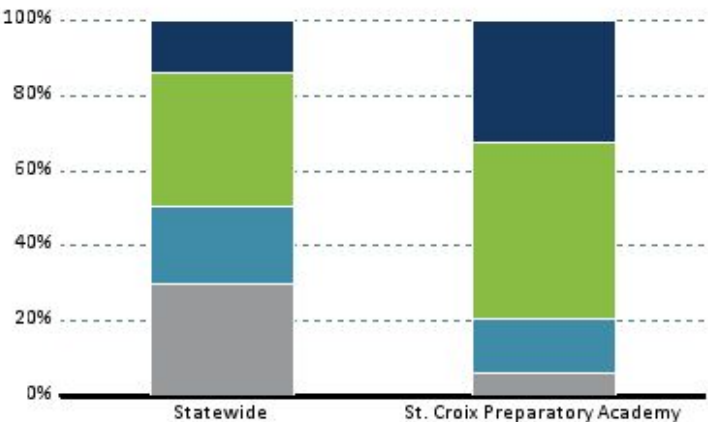


MCA Trend Reading Proficiency-Only those meeting Report Card Criteria

2021 - 2025 Proficiency



Student Achievement Level
2025 Reading All Standards-Based (MCA/MTAS/ALTMCA) Grade All
Grades
All Students

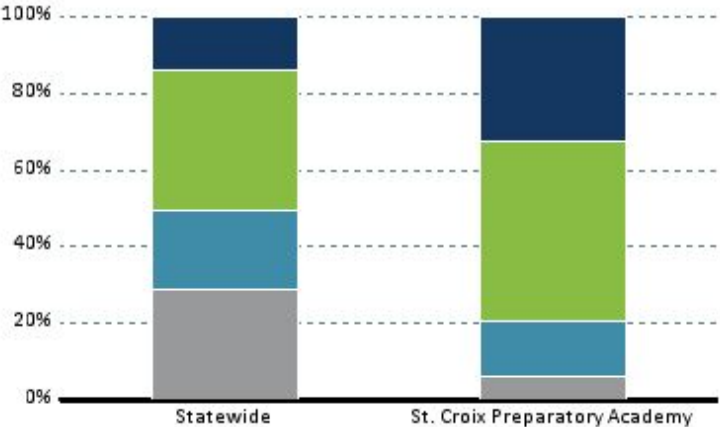


Measure	Exceeds	Meets	Partially Meets	Does Not Meet
Statewide				
Count	59,494	152,975	87,447	128,498
Percent	13.9%	35.7%	20.4%	30.0%
St. Croix Preparatory Academy				
Count	203	297	88	40
Percent	32.3%	47.3%	14.0%	6.4%

Reading-All Students Tested

Group	% Proficient
MN	49.6%
SCPA	79.6%

Student Achievement Level
2025 Reading All Standards-Based (MCA/MTAS/ALTMCA) Grade All
Grades
All Students



Measure	Exceeds	Meets	Partially Meets	Does Not Meet
Statewide				
Count	57,949	148,998	84,691	119,387
Percent	14.1%	36.3%	20.6%	29.0%
St. Croix Preparatory Academy				
Count	202	294	87	40
Percent	32.4%	47.2%	14.0%	6.4%

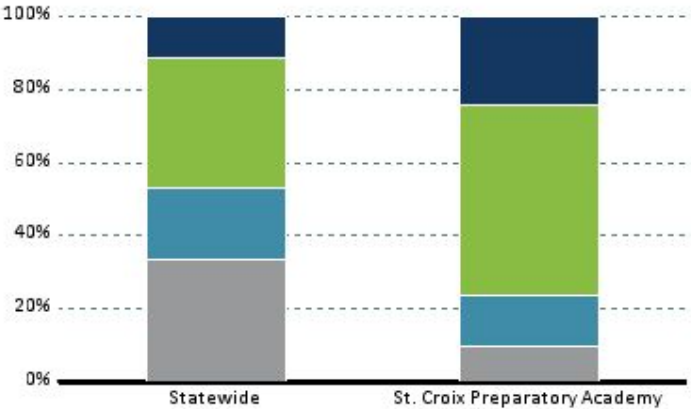
Reading-Only those meeting Report Card Criteria

70

Group	% Proficient
MN	47.6%
SCPA	79.6%

Student Achievement Level

2025 Reading All Standards-Based (MCA/MTAS/ALTMCA) Grade 03, 04
All Students



Measure	Exceeds	Meets	Partially Meets	Does Not Meet
Statewide				
Count	13,659	42,215	23,366	39,891
Percent	11.5%	35.4%	19.6%	33.5%
St. Croix Preparatory Academy				
Count	44	93	25	18
Percent	24.4%	51.7%	13.9%	10.0%

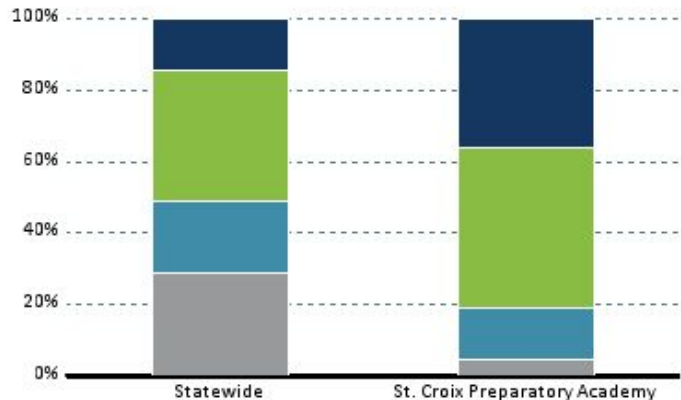
Reading GR 3-4-All
Tested and Only
those meeting
Report Card Criteria⁷¹
were the same

Group	% Proficient
MN	46.9%
SCPA	76.1%

Student Achievement Level

2025 Reading All Standards-Based (MCA/MTAS/ALTMCA) Grade 05, 06,
07, 08

All Students



Measure	Exceeds	Meets	Partially Meets	Does Not Meet
Statewide				
Count	36,292	89,443	50,106	71,147
Percent	14.7%	36.2%	20.3%	28.8%
St. Croix Preparatory Academy				
Count	129	160	50	17
Percent	36.2%	44.9%	14.0%	4.8%

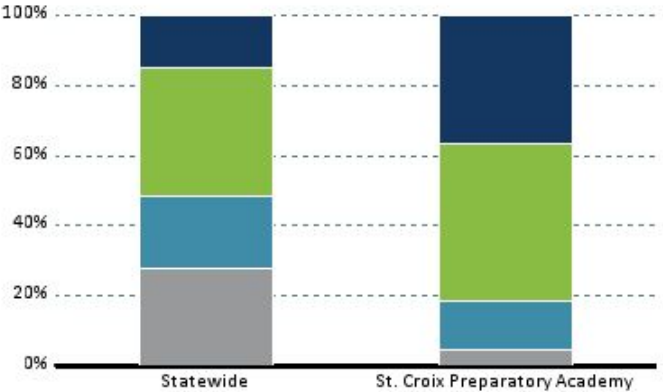
Reading-GR 5-8-All Tested

72

Group	% Proficient
MN	50.9%
SCPA	81.1%

Student Achievement Level

2025 Reading All Standards-Based (MCA/MTAS/ALTMCA) Grade 05, 06,
07, 08
All Students

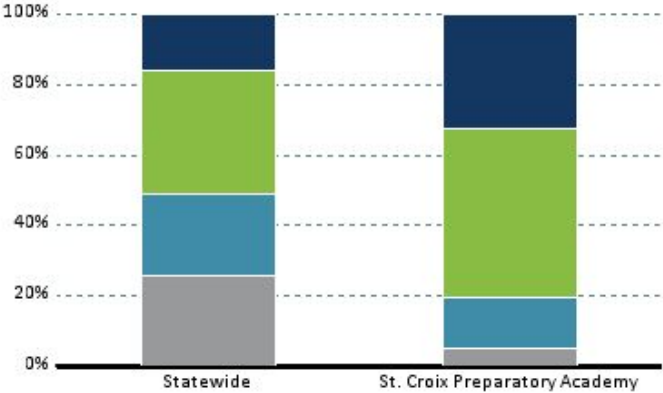


Measure	Exceeds	Meets	Partially Meets	Does Not Meet
Statewide				
Count	35,453	87,217	48,527	65,939
Percent	15.0%	36.8%	20.5%	27.8%
St. Croix Preparatory Academy				
Count	128	157	49	17
Percent	36.5%	44.7%	14.0%	4.8%

Reading GR
5-8-Only those
meeting Report
Card Criteria⁷³

Group	% Proficient
MN	51.8%
SCPA	81.2%

Student Achievement Level
2025 Reading All Standards-Based (MCA/MTAS/ALTMCA) Grade 10
All Students

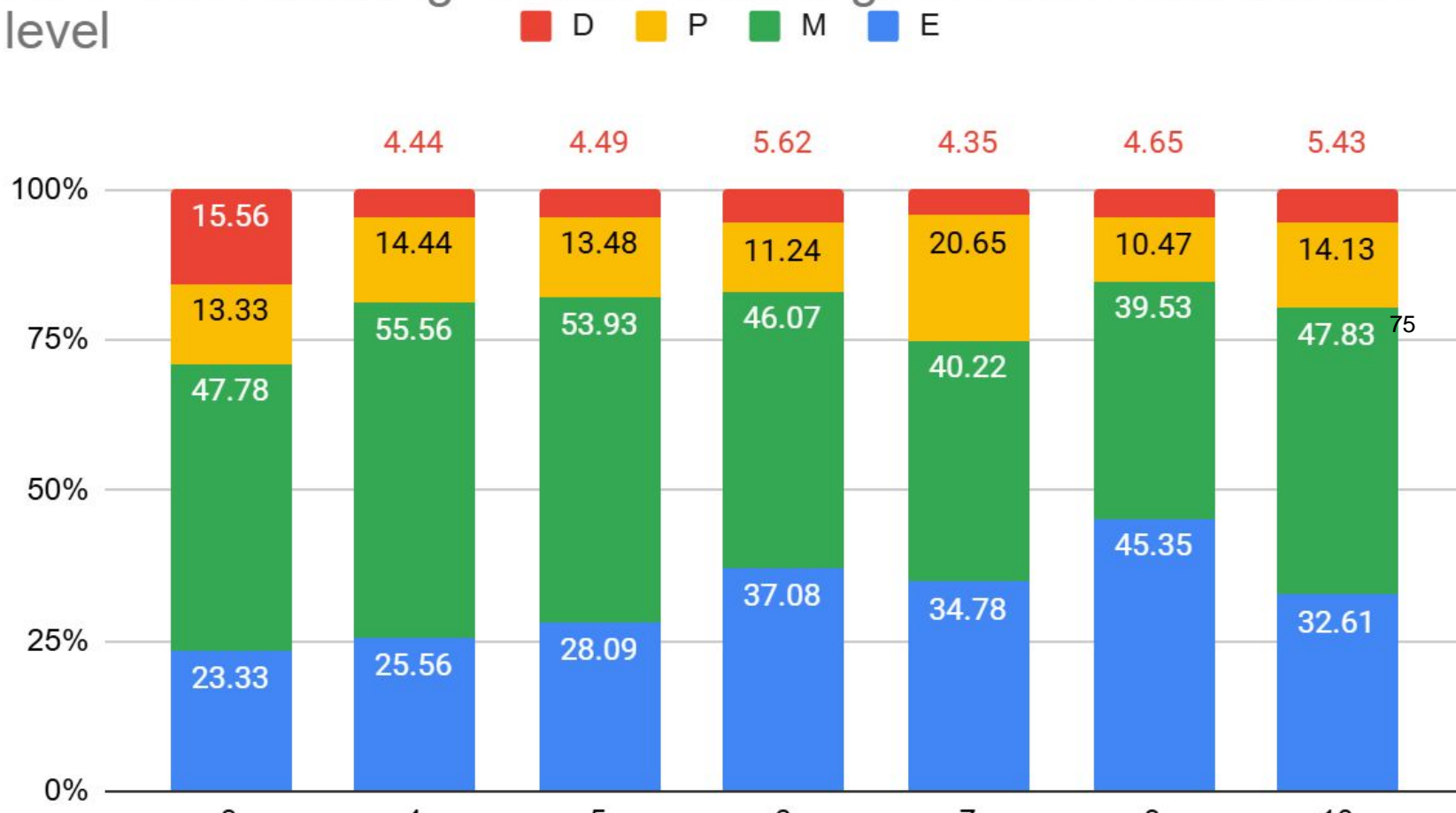


Measure	Exceeds	Meets	Partially Meets	Does Not Meet
Statewide				
Count	9,174	20,174	13,235	14,669
Percent	16.0%	35.2%	23.1%	25.6%
St. Croix Preparatory Academy				
Count	30	44	13	5
Percent	32.6%	47.8%	14.1%	5.4%

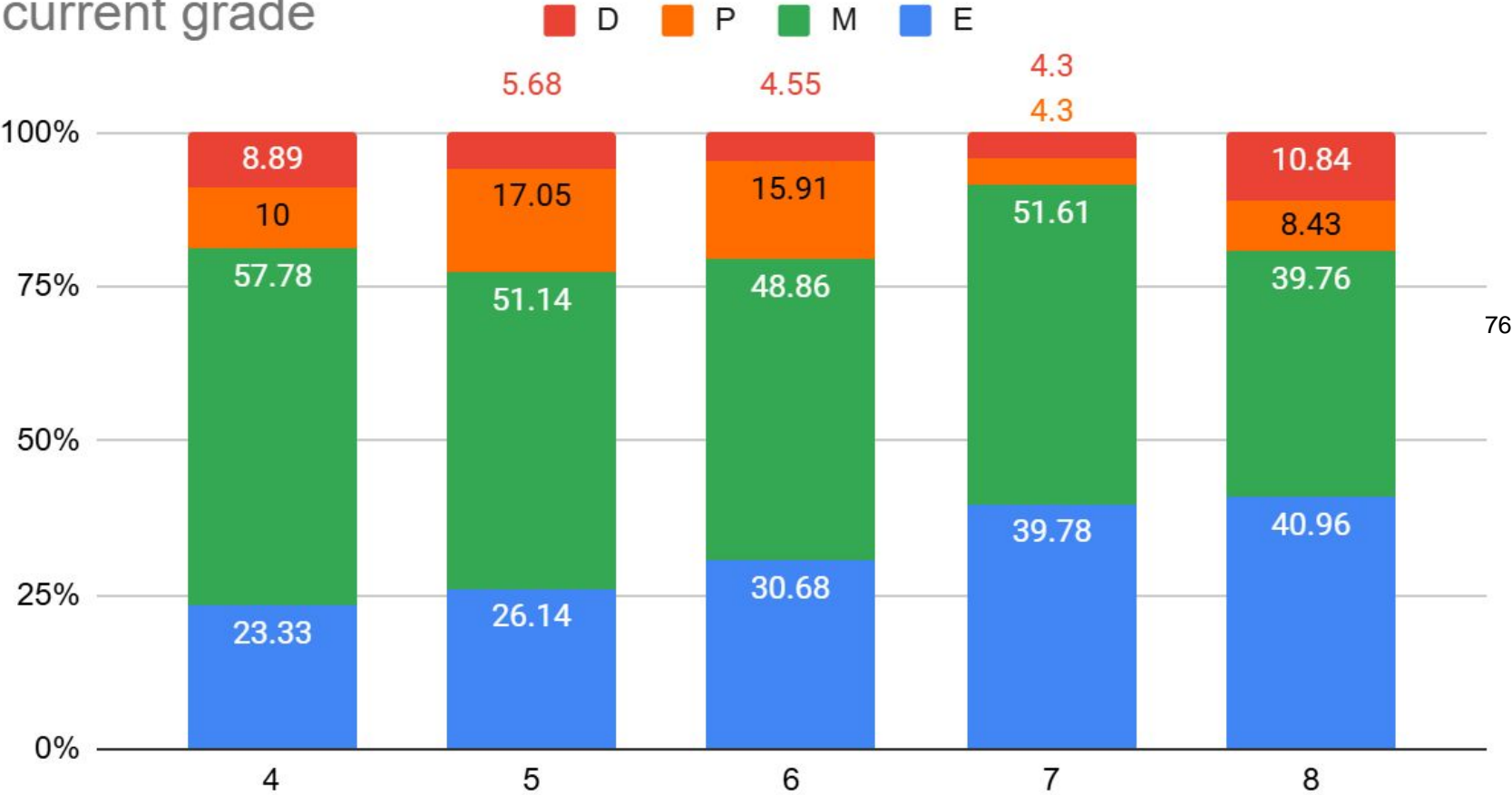
Reading-GR 10-All
Tested and Only
those meeting
Report Card
Criteria were the
same

Group	% Proficient
MN	51.2%
SCPA	80.4%

2025 MCA Reading Scores Percentage in Each Achievement level



Reading Performance of these same students in 2024-Grade is current grade



2024-25 Overall School Proficiency in Comparison to Resident District & Other Schools

	Math	Reading
Prep – ALL SCHOOL	77.8	79.6
Stillwater	58.2	61.0
Nova Classical	72.8	74.0
Math & Science	71.7	80.5
Eagle Ridge	73.5	68.5
Orono	73.4	72.2
Mahtomedi	65.0	65.8
Wayzata	69.1	70.6
Minnetonka	71.9	72.8
Edina	69.8	74.5
Yinghua	84.3	72.5
Cologne	79.8	79.3

This is the first year of the MCA-IV for Science

MDE needs to do standard
setting and data will be
publicly Available on Oct 1.

2025–26 Annual Charter School Assurances

The following assurances must be signed by all operational charter schools annually. Type text responses where indicated. If there is not a relevant response to a prompt for your school, enter “None” or “N/A” instead of leaving a space blank. Signatures at the bottom of the form provide certification of all assurances contained in the text of the document. **Please submit policies related to Assurances 3, 4, 7, 8, and 9 as attachments with this form.**

1. I assure that the charter school has looked for facilities that comply with [Minnesota Statutes 2024, section 124E.13, subdivision 1](#) and [Minnesota Statutes 2024, section 124E.03, subdivision 2\(a\)](#).
 - a. Is the lease with a sectarian organization?

_____ Yes

_____ No
 - b. If yes, I assure students at the charter school are screened from any involvement with or exposure to any of the sectarian organization’s religious activities occurring on school property during the school day or during school-sponsored events.
 - A. Identify any involvement of any of the charter school’s school directors, administrators, or teachers in the sectarian organization. Provide your response in the space below.

 - B. Identify any telephone or fax numbers, email addresses, employer identification numbers, and employees that the charter school shares with the sectarian organization. Provide your response in the space below.

 - C. Identify and describe any activities by the sectarian organization in support of your school, including but not limited to fundraising, student recruitment, promotion, any claimed affiliation with your school and sponsorship of school programs or events. Provide your response in the space below.
2. I assure that the charter school has taken steps to maintain nonsectarian school facilities in compliance with [Minnesota Statutes 2024, section 124E.06, subdivision 3\(c\)](#).
 - a. Apart from items displayed only during the meetings of after-school student-only clubs, identify and describe all religious texts, symbols, quotations, or objects displayed at your school facilities on school days. Provide your response in the space below.

- b. If religious texts or multiple substantive quotations from religious texts are used in any classes or teaching materials other than in survey classes that teach about multiple religions, describe the texts or materials and quotations. Provide your response in the space below.
 - c. Describe all prayers, calls to prayers, invocations, readings of religious texts, and religious greetings that have been delivered in connection with school activities. Provide your response in the space below.
3. I assure that the charter school has a board-adopted religious accommodation policy that accords equal treatment of and access to all religions. Attach the most recent version of the policy.
4. I assure that if the charter school allows religious or other activities on school property during non-instructional time, there is a board-adopted policy allowing equal access to all groups and that such access otherwise complies with [Minnesota Statutes 2024, section 124E.06, subdivision 3\(c\)](#). Attach the most recent version of the policy.
5. I assure that the charter school does not involve itself in religious activities, consistent with [Minnesota Statutes 2024, section 124E.06, subdivision 3\(c\)](#), including by recruiting employees, parents or other volunteers for such activities.
 - a. If you have not already done so in Assurance 1(b), identify any telephone or fax numbers, email addresses, employer identification numbers, and employees that the charter school shares with any sectarian organization. Provide your response in the space below.
 - b. If you have not already done so in Assurance 1(c), identify and describe any activities by sectarian organizations in support of your school, including but not limited to fundraising, student recruitment, promotion, any claimed affiliation with your school and sponsorship of school programs or events. Provide your response in the space below.
 - c. Identify and describe any instance in which your school took the religion of an individual into account in (a) the hiring, firing, discipline or assignment of your faculty, staff, vendors, or contractors; (b) the recruitment, admission or discipline of students; or (c) decisions regarding the resources made available to student groups. Provide your response in the space below.
6. I assure that food served at the charter school satisfies applicable health and safety requirements, provides equal accommodations to all religions, and otherwise complies with [Minnesota Statutes 2024, section 124E.03, subdivision 2\(a\)](#).
 - a. Describe any religious-based restrictions that your charter school places on the types of food that may be consumed on its premises. Provide your response in the space below.

7. I assure that the charter school follows the state data practices law, consistent with [Minnesota Statutes 2024, section 124E.03, subdivision 5](#), including regarding staff ability to report unethical or fraudulent actions of a charter where they work, and that the charter school's board has attended trainings that include state data practices law. Attach the most recent version of the policy.
 - a. Please list the dates that the trainings took place in the space below:
8. I assure that, if the charter school has a waiting list for acceptance into the school, a lottery is conducted that does not select students based on religious preference and that the lottery otherwise complies with [Minnesota Statutes 2024, section 124E.11](#). Attach the most recent version of the policy.
9. I assure that the charter school has a neutral dress code and/or uniform policy that does not promote a particular religion or particular religious customs and that the school does not, through its enforcement of dress code and/or uniform policy, restrict opportunity to participate in school activities. Attach the most recent version of such policy, if written, or a description of the policy if unwritten.

Charter School Information

Name of Charter School: _____

Charter Local Educational Agency (LEA) Number: _____

Name of Charter School's Authorizer: _____

Certification of Assurances by Director of Charter School

Printed Name: _____

Signature: *Shirley Fiske*

Date: _____

Certification of Assurances by Board Chair of Charter School

Printed Name: _____

Signature: _____

Date: _____

Job Description

Position Title: Executive Director of Finance and SCPA Founder

Reports To: Board of Directors

FLSA Status: Exempt

Position Overview

The Executive Director of Finance (EDF) serves as a senior leader responsible for guiding St. Croix Prep Academy's financial policy, long-term financial strategic direction, and institutional sustainability. The EDF provides continuity in leadership, ensures financial integrity and compliance, and stewards the school's mission, vision, and founding traditions..

This role emphasizes continuity, compliance, and careful transition, ensuring that St. Croix Prep Academy remains financially sound, strategically positioned, and true to its founding values as leadership evolves.

Key Responsibilities

Financial Leadership & Compliance

- Manage all financial functions, including budgeting, forecasting, audits, compliance, and reporting.
- Ensure accurate and transparent financial records, cash flow monitoring, and fiscal accountability.
- Develop and execute strategic financial plans, aligning resources with mission priorities to advance the long-term financial sustainability of the school.
- Lead preparation of monthly and quarterly financial reports for the Executive Director, Finance Committee, and Board of Directors to be received by the monthly finance committee meeting and at 3 business days prior to the Board meeting.
- Oversee preparation of monthly and quarterly reports of the expenditures for use of each individual budget center within the school, and provide advance warning of potential over-expenditures of budgeted funds. Reports should be prepared for the Executive

Director, Finance Committee, and Board of Directors to be received by the monthly finance committee meeting and at 3 business days prior to the Board meeting.

- Maintain compliance with regulatory requirements, bond covenants, and state/federal reporting standards.
- Manage investor and bond rating agency communication and relations.
- Develop and manage finance staff.
- Ensure all appropriate information is provided in a timely manner to school accounting service by EDF and business office associate..
- Strategically manage bank accounts to ensure efficient cash utilization and maximize returns. Consult the Finance Committee prior to any changes to the management of accounts and investments and notify the School Board during monthly reporting.
- Oversee and implement strategies to maximize revenue from all potential funding sources, including state, federal, and local programs.
 - Develop and oversee revenue maximization strategies to ensure the school captures all eligible funding from federal, state, and local sources.
 - Manage and monitor Title programs, Special Education funding, Food Service reimbursements, Community funds, and student fees to guarantee full utilization of available resources.
 - Ensure compliance with all applicable regulations, policies, and reporting requirements to maintain funding eligibility and avoid potential revenue loss.
 - Identify, research, and pursue additional funding opportunities to expand financial support for school programs and services.
 - Implement processes and controls to track, verify, and reconcile funding sources, ensuring accuracy and accountability in revenue collection.
 - Collaborate with school administrators, finance staff, the finance committee, and external agencies to optimize fund usage and align resources with student and school needs.
 - Prepare and present reports on revenue performance, funding trends, and maximization strategies to school leadership.
- Partner with the Executive Director and Human Resources department in evaluating and determining staff compensation including salary and benefits, jointly reviewing comparative research and market data to ensure fair, competitive, and sustainable compensation practices.

- Leverage the Finance Committee to strengthen fiscal management and optimize school funding sources, including but not limited to strategic opportunities such as bond reissuances.
- Partner with the affiliated building company board to maximize the expertise, contributions, and engagement of board members in support of the school's financial stability and long-term growth.
- Assist with bond issuances, ensuring compliance and effective financial positioning.

Strategic Planning & Resource Allocation

- Partner with the Executive Director to shape 3–5 year growth and development priorities that arise from the Board of Directors Strategic Plan for SCPA.
- Provide financial analysis and risk assessment to guide strategic decision-making.
- Integrate financial sustainability into all major initiatives, partnerships, and growth opportunities.
- Collaborate with the Executive Director and Finance Committee to evaluate financial performance and identify areas for improved resource allocation during the annual budget planning process.

Institutional Legacy & Leadership Continuity

- Steward the school's mission, values, and founding principles by modeling them in daily interactions and ensuring they are consistently upheld in decisions and communications, particularly during leadership transitions..
- Coach new school leaders in the area of finance through regular check-ins and collaborative planning, while also participating in succession efforts to ensure effective knowledge transfer and role continuity.
- Maintain and share institutional knowledge by collaborating with school leadership documenting key practices and providing historical context to guide school leadership in decisions that impact the school's identity and partnerships.

Succession Planning & Transition

- In partnership with the Executive Director and Board, participate in the design and implementation of a phased succession plan for key financial leadership roles.

- Document key processes, decisions, and historical learnings to ensure continuity and reduce institutional risk.
- Establish a financial succession readiness dashboard for the Board, including measurable deliverables such as:
 - Annual Board presentation on succession progress, with red/yellow/green indicators on readiness metrics (October).
 - Identification and development of potential internal candidates for finance leadership
 - Completed documentation of finance/accounting procedures.
 - Knowledge-transfer workshops for staff and Board (minimum two per year).
- Ensure all succession efforts meet compliance standards and align with long-term strategic goals.

Governance & Board Partnership

- Serve as an advisor to the Board.
- Actively participate in the Finance Committee, providing updates on compliance, risk, budget (expenditures and revenue), compensation, fund balance, and continuity in access to fiscal information when requested/needed.
- Participate in Board discussions around long-term leadership continuity and institutional stewardship.

Advancement Support

- Nurture strong relationships with key stakeholders by fostering a culture of giving, encouraging collaboration, philanthropy, and shared responsibility for advancing the mission.
- Act as one of the school liaisons in collaboration with the Executive Director between St. Croix Prep Academy and St. Croix Prep Foundation
- Advise foundation board on fundraising priorities based on the school's annual budget to ensure the Foundation is aligned with school needs and strategic objectives.

Advocacy & External Representation

- Represent the school at state, regional, and national levels on finance and strategy-related matters.
- Engage with policymakers and educational coalitions to strengthen St. Croix Prep Academy's position.

Other

- Perform other duties as assigned by the Board of Directors.
-

Qualifications

- Bachelor's degree required; Accounting, Finance, or related field preferred. CPA/CMA strongly recommended.
 - Demonstrated excellence in finance, budgeting, compliance, and reporting..
 - Strong analytical and strategic planning skills.
 - Exceptional communication and presentation abilities.
 - Integrity, discretion, and commitment to the mission of St. Croix Prep Academy.
-

Preferred Skills & Attributes

- Strategic thinker with capacity to balance legacy preservation and future growth.
 - Collaborative leader with the ability to mentor and build capacity in others.
 - Experience in nonprofit, charter school, or educational finance leadership.
 - Strong stakeholder engagement and relationship management abilities.
-



Title	Executive Director	Reports To:	Board of Directors
Department	District	FLSA Status	Exempt

General Description

Responsible for the effective operation of the District; general administration of all instructional, business or other operations of the District. For advising and making recommendations to the Board of Directors with respect to governance, budget approval and financial oversight, evaluating student achievement and charter contract/goals, and strategic planning. To enforce all provisions of law and all rules and regulations relating to the management of St. Croix Preparatory Academy (SCPA) and other educational, social and recreational activities.

Mission Statement

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.

Essential Duties and Responsibilities

Leadership

- Provide purpose and direction for **school** administrators, **operational directors**, and staff.
- Shape the leadership team culture and climate.
- Identify, track, and proactively respond to issues.
- Explore and develop ways to find common ground in dealing with difficult and divisive issues.
- Demonstrate effective communication skills. Serve as the chief spokesperson for SCPA while assuring proper representation and response to critical matters.
- 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.
- Be responsible for making decisions regarding weather-related closures and delays, and acting as Incident Commander.
- Be physically present to assess the climate, collect information, and establish trust.

External/Stakeholder Communications

- Represent SCPA 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.
- Foster appreciation and recognition of school and community cultures.
- Promote academic rigor, character, and leadership.
- Encourage and uphold a school-based climate of civility.

School Board

- Communicate and implement the shared vision of SCPA and the Board of Directors that focuses on academics, character, and leadership.
- Assist the Board of Directors with nomination and election procedures.
- Assist the Board of Directors to ensure annual meetings are accessible to all staff and parents.
- While serving as an ex-officio member of the Board of Directors, work with the Executive Committee to enable the board to fulfill its governance functions.
- Keep the Board of Directors informed on the condition of SCPA, factors influencing it, trends, forthcoming issues, and potential opportunities.

Strategic Planning

- Collaborate with the Board of Directors and important school stakeholders to create a strategic plan and assist in the establishment of timelines.
- Monitor short and long-term strategic plans, particularly in the areas of curriculum, technology, and facility needs of the school.

Classical Education, Values & Culture

- 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 classical instructional practices.
- Work in a collaborative manner with the school-level administrators and curriculum and instructional teams to guide classical education models.
- Create a standard for maintaining a respectful and courteous school environment while modeling high moral and ethical standards in all interactions.
- Act as a cornerstone for Classical Education.

Policy, Governance & Compliance

- File annual reports to the authorizer, Friends of Education, and MDE.

- Monitor and comply with charter school, state and federal laws and regulations as well as the school's bylaws.
- Ensure all legal requirements for personnel selection, development, and retention are followed.
- Ensure the timely development, implementation, and posting of school operating policies.
- Hire, supervise, and evaluate administrators in accordance with school policies, and in collaboration with the Administrative Team.
- Establish procedures and practices for dealing with emergencies such as weather, threats to the school, student violence, active shooter, etc.
- Ensure appropriate policies and procedures are in place to run the organization effectively.
- 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.
- Oversee the Special Education department, ensuring compliance with federal and state regulations, effective program implementation, and support for student needs.

Fiscal & Legal Management

- Assist the Executive Director of Finance and Operations (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 maintenance of an adequate reserve fund in accordance with the direction of the Board of Directors.
- Use legal counsel in governance and procedures to avoid civil and criminal liabilities.
- Create partnerships with the community including businesses, civic organizations, etc. to gain school support and resources to achieve strategic initiatives.
- Participate in accomplishing Foundation goals.

Other

- All other duties as assigned.

Professional Development

- Keep informed of developments in classical education, public education reform, the charter school movement, and not-for-profit management and governance.
- Without a valid administrator's license, complete 25 hours annually of competency-based training corresponding to annual professional development needs and a plan approved by the Board of Directors.
- With a valid administrator's license, complete a minimum of ten hours of competency-based training during the first year of employment on: charter school law and requirements, board and management relationships, and charter contract and authorizer relationships. All required training may not be self-instructional and must be certified and reported in the school's annual report.

Education & Work Requirements

Degree Information A minimum of a B.S. or B.A. from an accredited institution	Major Field of study or degree emphasis General
---	--

- Current MN Administrator licensure or equivalent experience.
- Responsibility for direct supervision of the following positions:
 - Lower School Principal
 - Middle School Principal
 - Upper School Principal
 - Student Support Services Director
 - Activities Director
 - Facilities Director
 - Technology Director
 - Food Service Director
 - Communications and Events Manager
 - Central Office Receptionist
 - Manager of Executive and Board Services

Essential Skills Required

- 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 leader 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.
- Passionate commitment to the organization's mission.

Working Conditions

- Work involves continuous contact and interactions with students, staff, and parents. • This is a full time, on-site position.
- Physical Job Requirements: Indicate according to essential duties /responsibilities

Employee is required to:	Never	Occasionally	Frequently	Continuously
	0%	1-33%	34-65%	66-100%

Stand			X	
Walk			X	
Sit			X	
Use hands dexterously			X	
Reach with hands and arms		X		

Climb or balance		X		
Stoop/kneel/crouch/crawl		X		
Talk or hear			X	
Taste or smell	X			
Physical (lift & carry)				
Up to 10 pounds				
Up to 25 pounds		X		
Up to 50 pounds				
Up to 75 pounds				
Up to 100 pounds				
More than 100 pounds				

Section 2, subsection b.

Subject to the Board's oversight, the EDFΘ will direct and assign employees of the Academy as identified in the organizational chart in a reasonable manner and will generally ~~be responsible for district finances, affiliated building company, fundraising, and large-scale operational management of the Academy.~~ **be responsible for district-level financial strategy, oversight of the affiliated building company, and fundraising in alignment with the Academy's mission.** The EDFΘ 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-**SCPA Founder.**' In addition, the EDFΘ 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."

Section 2:

- 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.~~ **provide overall leadership of the Academy, including direct supervision and assignment of employees, day-to-day operational management (excluding financial/budgetary management), and academic leadership. The Executive Director will be responsible for the effective coordination of operational functions and academic leadership.** 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.

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between St. Croix Preparatory Academy (hereinafter referred to as School) and the St. Croix Preparatory Academy Foundation (hereinafter referred to as Foundation).

WHEREAS, the School exists to provide the best possible education for its students; and

WHEREAS, the Foundation, a 501(c)(3) organization, which has been in existence since 2019, receives tax deductible donations and bequests of money and property, exclusively to support the educational needs of St. Croix Preparatory Academy; and

WHEREAS, the Foundation and School are desirous of entering into an agreement with each other in order to mutually benefit their missions and our community.

NOW THEREFORE the parties hereby stipulate and agree as follows:

I. General Relationship between the Foundation and the School.

- A. The Foundation will make decisions about the solicitation, marketing, and disbursement of funds independently of the School.
- B. The School retains the right to unilaterally reject any disbursement of funds to the School proposed by the Foundation.
- C. The School will appoint one of its Board of Education members as a liaison to the Foundation Board of Directors. That member will act as an ex officio member on the Foundation board, without voting rights.
- D. The Executive Director of the School, or designee, will sit as an ex officio member on the Foundation Board of Directors, without voting rights.
- E. The Executive Director of the Foundation will sit as an ex officio member on the Foundation Board of Directors, without voting rights.
- F. The School board member liaison and/or Executive Director of the School will communicate the needs of the School at each meeting, to the Foundation.
- G. The Foundation will make disbursements to the School consistent with School and Foundation policies.
- H. The Foundation will conduct its marketing activities consistent with School and Foundation policies and coordinate its marketing efforts with the School

whenever the School reasonably requests prior coordination.

- I. The Foundation grant disbursements will align with the goals and objectives of the School. The Executive Director of the School, designee, building principal, or district director must pre-approve the grant request prior to awarding it.

II. Authority Delegated to the Foundation by the School.

The School authorizes the Foundation marketing and operational control over the following activities, in coordination with School leadership and aligned with School policies and priorities:

- A. School Community Giving, which would include, but not be limited to: conducting outreach and solicitation to School families, including communications, campaigns, and events designed to engage and encourage philanthropic support.
- B. Alumni Relations, which would include, but not be limited to: conducting outreach and solicitation, maintaining alumni records, coordinating communications and events.
- C. The Foundation has no interest in restricting legitimate school groups from contacting alumni. However, the School authorizes the Foundation to take whatever actions are necessary to prohibit unauthorized third parties, not affiliated with the School, from representing themselves as “official” alumni organizations or any similar designation.
- D. Corporate Sponsorship, which would include, but not be limited to: soliciting, securing and managing corporate sponsorships in alignment with School policies, branding, and priorities, with responsibility for sponsor stewardship and reporting.
- E. Corporate and Community Foundations, which would include, but not be limited to: initiating, submitting, and managing requests for support to corporate and community foundations, including stewardship and reporting.
- F. The Foundation will possess exclusive marketing rights and operational control, over the following events:
 - a. Gala
 - b. Scholarships

- c. Other events coordinated with and authorized by the Executive Director of the School.
- G. The School retains exclusive authority over naming rights. All naming rights proposed by the Foundation must be approved by the School Board.
- H. The School authorizes the Foundation to use current, board-approved School logos and trademarks.

III. School Responsibilities

- A. The School shall provide the following:
 - a. **Office Space:** One (1) workstation space in the 1215 Inspiration Parkway S. building. The availability of such space shall remain subject to the School's operational needs and priorities. The School reserves the right to withdraw or reassign such space at any time, with reasonable notice to the Foundation.
 - b. **Conference Space:** Access to conference space for Foundation board and committee meetings in the 1215 Inspiration Parkway S. building, as needed, at the current rate and terms set forth in the School facility rental schedule for Class 2 (Nonprofit – volunteer supervision/instruction – 75% + School Affiliation). All conference room reservations shall be requested through the District Receptionist. The School reserves the right to limit or reschedule conference space usage if required to meet School needs, with reasonable notice to the Foundation.
 - c. **Building Access:** One (1) access fob to the School building and one (1) main office key.
 - d. **Print Services**
 - The Foundation will be assigned a unique print code for access to the School's print management system.
 - The Foundation may use School print devices under this code.
 - All printing under the Foundation's code will be tracked and billed semi-annually on December 30 and June 30 at a rate of **\$0.10 per color copy** and **\$0.05 per black-and-white copy**.

- e. Storage for materials used as approved by the School.
- B. The School will provide marketing access to the Foundation for school sponsored activities in accordance with School Board policy 905.
- C. The School will provide the Foundation access to School Communication vehicles in accordance with School Board policy SCPA-712.
- D. A regular oral report will be provided to the Foundation board by the Executive Director of the School (or designee) and/or School board liaison.
- E. The School will do its best to refer potential donors to the Foundation so it can market its services.

IV. Foundation Responsibilities:

- A. Marketing of School achievements and innovations to assist the Foundation's mission.
- B. The Foundation must pay their expenses (i.e. copies, postage, office equipment/ supplies, etc.).
- C. The Foundation funds their management and disbursements.
- D. The Foundation will create and operate an Alumni organization.
- E. A representative appointed by the Foundation will report to the Executive Director of the School on disbursements and other items of interest.
- F. The Foundation Executive Director, or designee, will report to the School Board of Education quarterly at a regular or special board meeting.
- G. A copy of the annual tax return (990) and financial statements of the Foundation will be provided to and reviewed with the Executive Director of the School, or designee,.

V. Term of this Agreement:

- A. The term of this agreement will be for five years, commencing on _____ - _____ and reviewed by the Foundation and the School on an annual basis.
- B. Either party to this agreement may, with or without cause, withdraw from this agreement upon twelve (12) months' notice to the other. Said notice must be

given during December.

- C. The School may immediately terminate this Agreement at any time upon written notice to the Foundation if the Foundation fails to comply with the terms of this Agreement or fails to comply with state or federal law.

VI. Modifications

- A. The School and the Foundation hereby acknowledge they have read this agreement and affirmatively state and represent that they understand its contents. Further, that the above constitutes the entire agreement by and between the School and the Foundation and is binding upon themselves, their heirs, assigns, and successors in interest and any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the School and the Foundation.

IN WITNESS WHEREOF: The parties hereto have executed this Contract on the date(s) indicated below.

ST. CROIX PREPARATORY ACADEMY

Date: _____

By: _____

Jenn Fuchs, Executive Director

ST. CROIX PREPARATORY ACADEMY FOUNDATION

Date: _____

By: _____

Brendon Schrader, Board Chair

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between St. Croix Preparatory Academy (“School”) and St. Croix Preparatory Academy Foundation (“Foundation”).

WHEREAS, the School is a K-12 charter school with a mission to develop each student’s academic potential, personal character, and leadership qualities through an academically rigorous and content-rich educational program grounded in classical tradition; and

WHEREAS, the Foundation is a 501(c)(3) nonprofit organization established to sustain the mission and enhance the experience of the School by partnering with communities, leaders, and advocates to ensure the sustainability of an educational experience that develops engaged citizens;

WHEREAS, the Foundation and the School wish to enter into an agreement with each other in order to mutually benefit their missions.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. Term. This Agreement shall commence on October 1, 2025 and shall terminate on June 30, 2026. The parties may mutually agree to extend the term of this Agreement in writing.

2. Description of Services. The School shall provide the Foundation with technology support, digital design, and website management services, as requested and mutually agreed upon by the parties.

3. Hours and Payment for Services. The School shall provide approximately six (6) hours of services per month, not to exceed sixty (60) hours during the term of this Agreement. The Foundation shall compensate the School at the rate of seventy dollars (\$70.00) per hour for services rendered.

The School shall submit semiannual invoices covering the following periods:

- October 1, 2025 through December 31, 2025
- January 1, 2026 through June 30, 2026

Each invoice shall include the total hours worked and a description of the services performed, by day or by project, as applicable. The Foundation shall remit payment to the School within thirty (30) days of receipt of each invoice.

4. Relationship Between the Parties. The School and its employees shall perform their services hereunder as an independent contractor and not as an employee of the Foundation. Neither the School nor any employee of the School shall be or shall be deemed to be an agent or employee of the Foundation. Nothing in this Agreement may be construed to create an employment relationship, a partnership, joint venture, agency, or any other form of joint enterprise between the School and the Foundation or between the Foundation and any of the School's employees. Neither party shall have authority or power to make any statements, representations, or commitments of any kind, take any action which shall be binding on the other, or bind the other to contract in the name of, or create liability against, the other in any way or for any purpose, except as explicitly stated in this Agreement. No statement contained in this Agreement shall be construed so as to provide either party's employees with the rights, privileges, or benefits offered to the other party's employees.

5. Data Practices. The Foundation understands and agrees that data collected, created, received, maintained, or disseminated for any purposes by the School or the Foundation because of this Agreement may be governed by the Minnesota Government Data Practices Act (MGDPA), Minnesota Chapter 13, as well as the Family Educational Rights and Privacy Act (FERPA) and its implementing federal regulations on data privacy. The Foundation agrees that the Foundation and its employees, representatives, volunteers, and agents will, if applicable, fully comply with the MGDPA and FERPA.

6. Termination of Agreement. Either party may terminate this Agreement, with or without cause, upon a thirty (30) day written notice to the other party at the following respective address:

Jenn Fuchs
Executive Director
St. Croix Preparatory Academy
4260 Stagecoach Trail North
Stillwater, MN 55082

Brendon Schrader
Board Chair
St. Croix Prep Foundation
4260 Stagecoach Trail North
Stillwater, MN 55082

7. Applicable Law. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota.

8. Assignment. Neither party may assign or otherwise transfer any or all of their interest in this Agreement without the written approval of the other party.

9. Entire Agreement; Modifications. This Agreement contains all of the agreements and understandings between the parties and supersedes and replaces any prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This Agreement may

10. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

ST. CROIX PREPARATORY ACADEMY

Date: 12-Sep-2025

Signed by:
Jenn Fuchs
7C99EBFCEEAC487...
Jenn Fuchs, Executive Director

ST. CROIX PREPARATORY ACADEMY FOUNDATION

Date: 12-Sep-2025

Signed by:
Brendon Schrader
2D04A33C7B3E4CD...
Brendon Schrader, Board Chair

Certificate Of Completion

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Signer Events

Brendon Schrader

b@brendonschrader.com

CEO

Security Level: Email, Account Authentication
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Signature

Signed by:

Brendon Schrader
2D04A33C7B3E4CD...

Signature Adoption: Pre-selected Style

Using IP Address:

2601:447:ca00:3220:91d:7067:7597:93b4

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Accepted: 9/12/2025 6:34:51 AM

ID: 46e910fb-11d8-4e4b-8ba3-4ee6ba85b6ba

Jenn Fuchs

jennfuchs@stcroixprep.org

Security Level: Email, Account Authentication
(None)

Signed by:

Jenn Fuchs
7C99EBFCCEAC487...

Signature Adoption: Pre-selected Style

Using IP Address: 209.237.102.74

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Signed: 9/12/2025 7:01:23 AM

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Accepted: 9/12/2025 7:01:14 AM

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In Person Signer Events

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/12/2025 5:54:26 AM
Certified Delivered	Security Checked	9/12/2025 7:01:14 AM
Signing Complete	Security Checked	9/12/2025 7:01:23 AM
Completed	Security Checked	9/12/2025 7:01:23 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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From time to time, Cerebral Therapeutics (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Cerebral Therapeutics:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: monica.davis@cerebraltherapeutics.com

To advise Cerebral Therapeutics of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at monica.davis@cerebraltherapeutics.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Cerebral Therapeutics

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to monica.davis@cerebraltherapeutics.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Cerebral Therapeutics

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to monica.davis@cerebraltherapeutics.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cerebral Therapeutics as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cerebral Therapeutics during the course of your relationship with Cerebral Therapeutics.



SCPA Finance Committee Meeting

September 9, 2025 @ 2:30 PM - 4:00 PM, Nature Center

Members Present: D Smith, C Rutten, J Standke, K Gutierrez

Guests Present: J Fuchs, B Grubisch

A. Unaudited Financial Report

- a. Monthly financials will be presented, with an in depth reporting on a quarterly basis
- b. Lag time is about 6 weeks. Working budget is current.
- c. Graduation budget ran over by 40% due to an unknown in the contracted amount due for the stage and lighting per Kelly.

B. Prep Foundation Updates

- a. Monica a contract employee for the foundation.
- b. \$140k raised in FY25 committed to FY26 - foundation will be honoring that.
- c. \$375k was earmarked to come from the foundation. Now we need \$95k less due to Monica's pay. Marathon (\$150k) has moved back to the school - so funds for that will not need to come from the foundation.
- d. Discussion on Marathon messaging.

C. FY26 Budget Updates

- a. Enrollment
 - i. 94 in 1st grade due to retention.
 - ii. 91 in 3rd grade.
 - iii. Middle school is full.
 - iv. Upper school remains open with no waitlist.
 - v. 2.6 up weighted ADM.
- b. Development
- c. Payroll
 - i. Update will come via email.

D. FC Project Updates

E. Kelly Sabbatical Update

- a. Sept 21 - Dec 8



st.croix preparatory academy

Stillwater, MN

District 4120

June 2025

Supplemental Information

St. Croix Preparatory Academy
FY25 Financial Highlights
as of June 30, 2025

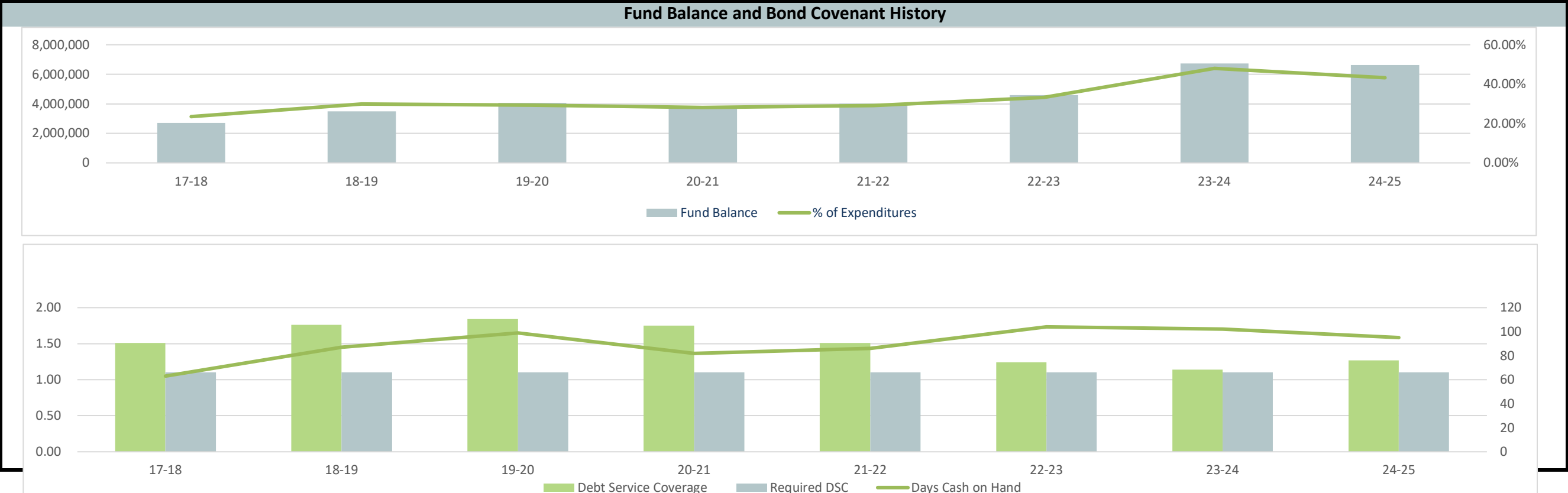
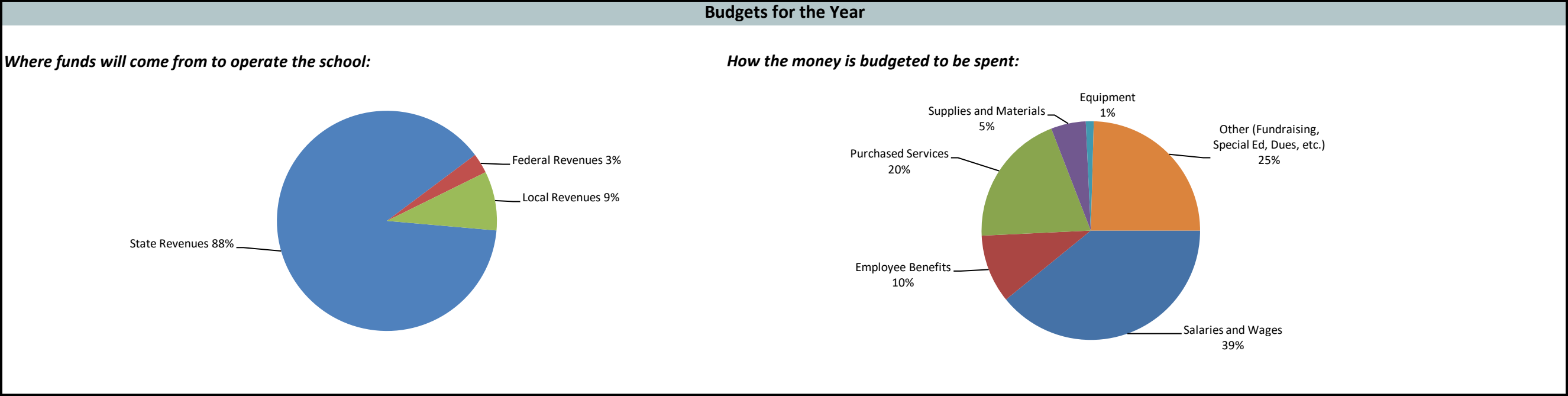
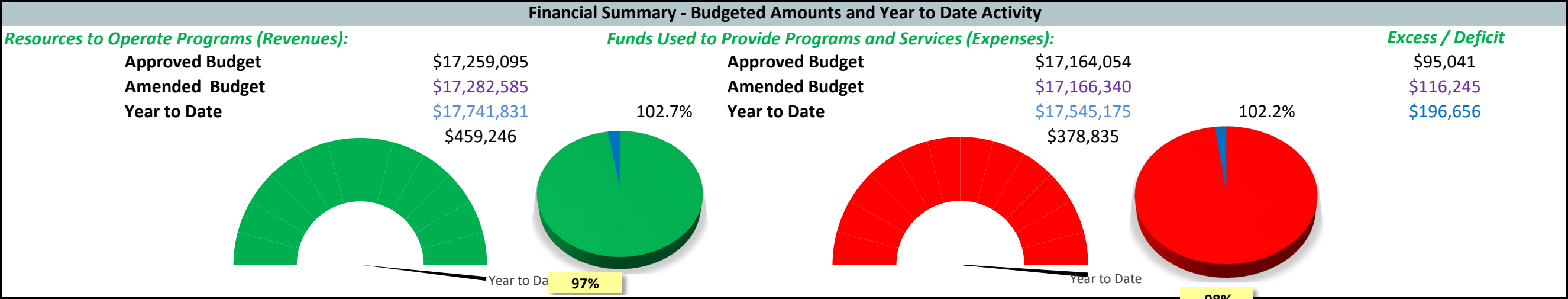
		YTD Actual		Amended Budget 1190 ADM's	Actual vs. Amended Budget Variance		Original Budget 1204 ADM's
		\$	% Of Amended Budget		\$	%	
Total All Funds							
Revenues							
	State	15,648,000	102%	15,277,000	371,000	2%	15,364,000
	Federal	484,000	96%	506,000	(22,000)	-4%	409,000
	Local	1,610,000	107%	1,500,000	110,000	7%	1,486,000
	Total Revenues	17,742,000	103%	17,283,000	459,000	3%	17,259,000
Expenditures							
	Salaries/Wages	6,809,000	101%	6,719,000	90,000	1%	6,795,000
	Employee Benefits	1,697,000	98%	1,736,000	(39,000)	-2%	1,706,000
	Lease Expense	1,979,000	100%	1,980,000	(1,000)	0%	1,964,000
	Purchased Services (excluding lease expense)	1,460,000	102%	1,428,000	32,000	2%	1,434,000
	Supplies & Materials	893,000	101%	885,000	8,000	1%	869,000
	Equipment	222,000	110%	201,000	21,000	10%	125,000
	State + Federal Sped + ADSIS+ Title	3,354,000	105%	3,182,000	172,000	5%	2,746,000
	Other (Fundraising, Dues, Etc.)	1,131,000	109%	1,036,000	95,000	9%	1,525,000
		-		-			-
	Total Expenditures	17,545,000	102%	17,167,000	378,000	2%	17,164,000
Total Revenues All Funds		17,742,000	103%	17,283,000	459,000	3%	17,259,000
Total Expenditures All Funds		17,545,000	102%	17,167,000	378,000	2%	17,164,000
Net Income- All Funds		197,000	170%	116,000	81,000		95,000

	Year End Comparison June 30	
	Actual (unaudited) 2025	Audited 2024
Fund Balance	6,852,000	6,655,000
Debt Service Coverage Ratio - Bond Covenant 1.10 minimum	1.27	1.14
Fund Balance Reserve as a % of Annual Expenditures - SCPA Fund Balance Policy > 20%	38.4%	37.9%
Cash on Hand	4,914,000	4,591,000
# of Days Cash On Hand (Target >60)	102 days	95 days

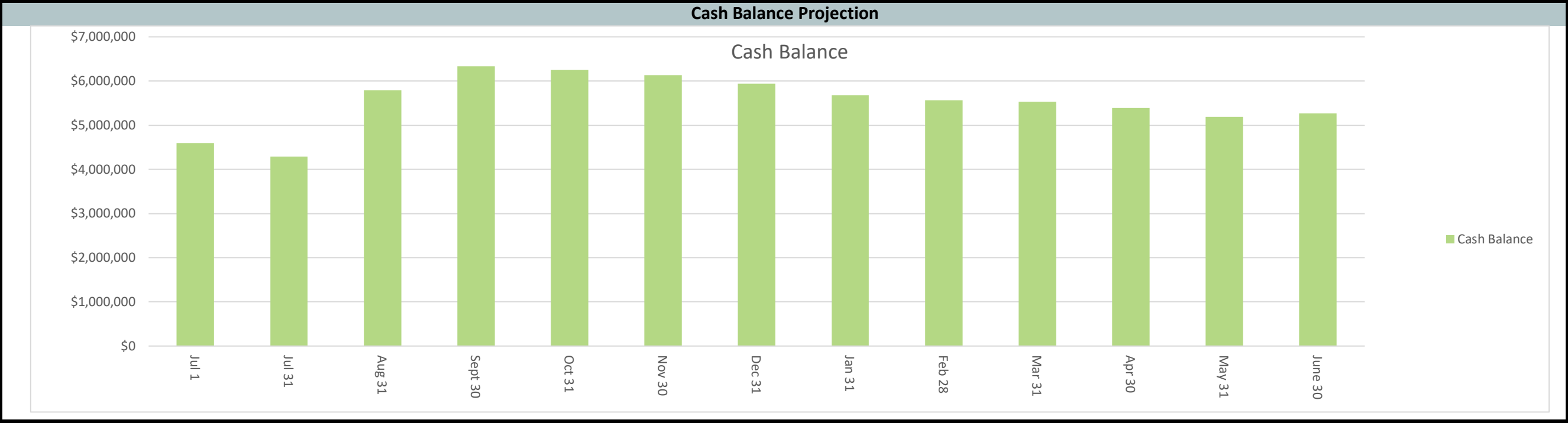
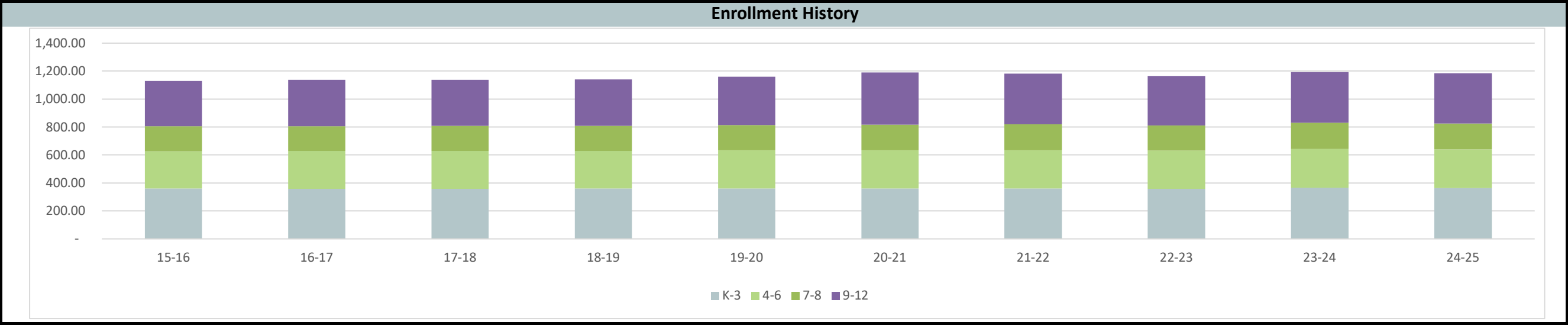
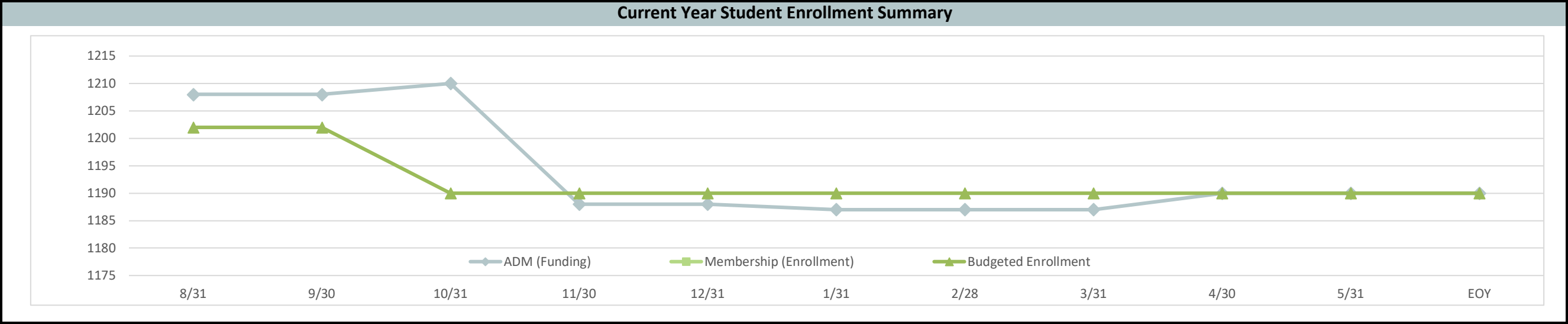
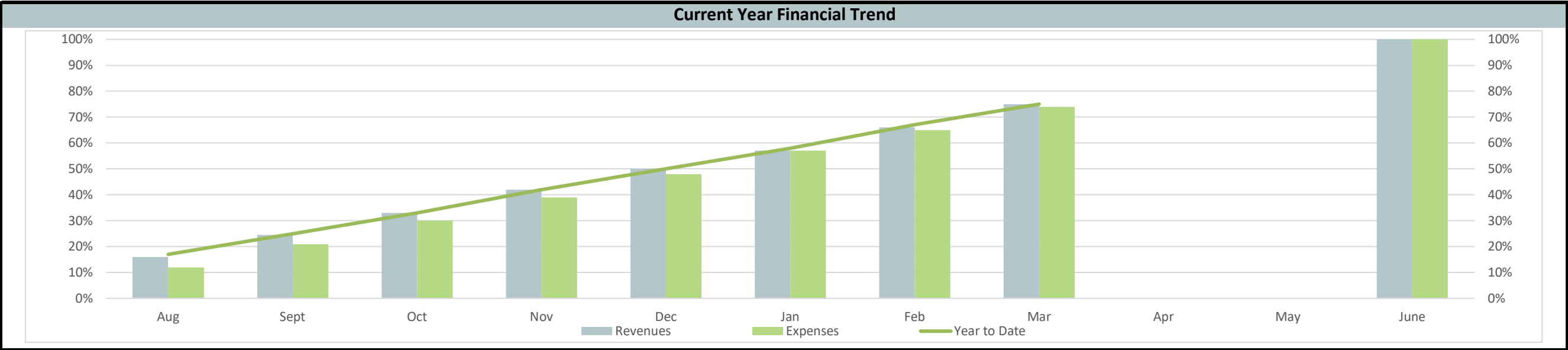
Actual vs. Amended Budget (line item variances > 5% AND \$10K)

- Local Revenue: 7% variance (\$110K)**
- Fund 1 (General Fund) – (\$79K):**
- Variance in Fundraising Revenue (\$57K), which reflects:
 - Decrease in projected allocation from SCPA Foundation (\$20K)
 - Increase in fundraising expense (\$78K), offset by a corresponding increase in Fundraising Revenue (\$78K)
 - These costs were incurred by the school and reimbursed by the Foundation for Gala and Prep Open expenditures. Transactions were budgeted as an offset but recorded as both revenue and expense.
 - Allocation from SCPA Foundation reduced, as the school was on track to exceed projected net income; allocation deferred until FY26.
 - Interest earnings exceeded projection by \$28K.
- Fund 4 (Community Service) – (\$28K):**
- Higher-than-projected participation in Summer Camp.
- Equipment: 10% variance (\$21K)**
- Fund 1 (General Fund) – (\$23K):**
- Due to savings in other line items, a computer server originally budgeted for FY26 (to be financed over three years) was purchased in FY25.
- Other Expense: 9% variance (\$95K)**
- Fund 1 (General Fund) – (\$138K):**
- Variance driven by:
 - Development expense over budget due to fundraising event costs (reimbursed by the Foundation).
 - Read Act teacher stipend expense (\$44K) not added to the amended budget.
 - Graduation costs exceeding budget (\$16K).
 - Overage partially offset by increase in Development Revenue (\$78K).
- Fund 4 (Community Service) – (\$44K):**
- Equipment costs for Activities Department not expended.
 - Savings will be included in FY25 Assigned Retained Earnings, designated for future use.

St. Croix Preparatory Academy
Stillwater, MN
Financial Report Dashboard
As of June, 2025



St. Croix Preparatory Academy
Stillwater, MN
Financial Report Dashboard
As of June, 2025



St. Croix Preparatory Academy
Stillwater, Minnesota

Balance Sheet
as of June 30, 2025

	Audited Balance June 30, 2024	YTD
<u>Assets</u>		
Current Assets		
Cash and Investments	4,592,518	4,913,567
Accounts Receivable	113,463	94,560
Interest Receivable	175,735	359,483
Due from Other Funds	362,757	63,017
PY State Aids Receivable	1,995,357	0
CY State Aids Receivable		1,948,370
PY Federal Aids Receivable	53,830	0
CY Federal Aids Receivable		75,982
Inventory	6,813	7,915
Prepaid Items and Deposits	99,004	152,769
Total Current Assets	7,399,477	7,615,663
Total All Assets	7,399,477	7,615,663
<u>Liabilities and Fund Balance</u>		
Current Liabilities		
Salaries and Wages Payable	447,920	
Summer Salaries Payable		446,517
Accounts Payable	222,571	217,008
Payroll Deductions and Contributions	120,455	
Summer Benefits Payables		122,411
Deferred Revenue	63,424	87,963
Total Current Liabilities	854,370	873,900
Fund Balance		
Unassigned Fund Balance	5,698,110	5,698,110
Food Service Restricted Fund Balance	526,426	526,426
Community Service Restricted Fund Balance	80,077	80,077
Assigned Fund Balance	240,494	240,494
Change in Fund Balance		196,656
Total Fund Balance	6,545,108	6,741,763
Total Liabilities and Fund Balance	7,399,477	7,615,663

St. Croix Preparatory Academy
Stillwater, Minnesota
Statement of Revenues and Expenditures
as of June 30, 2025

	100.0%				100%
	Year to Date Activity - 1187 ADM	Amended Budget 1190 ADM's 05.23.25	Original Budget 1202 ADM 06.30.24	Reforecasted vs. Original Budget Variance	Percent of Reforecasted Budget
General Fund - 01					
Revenues					
State Revenues					
211 General Education Aid	9,743,750	9,737,406	9,854,705	6,344	100.1%
213 Shared Time Aid	16,925	17,131		(206)	98.8%
F335 Quality Compensation	309,924	309,924	300,900	0	100.0%
F317 EL Cross-Subsidy Aid	470	470	667	0	100.0%
F348 Charter School Lease Aid	1,711,117	1,742,101	1,767,593	(30,984)	98.2%
314 Para Training Aid	3,757			3,757	
317 Long Term Facilities Maintenance	171,893	171,415	173,606	478	100.3%
201 Endowment Aid	80,825	80,825	49,671	0	100.0%
212 Literacy Aid	77,228	77,228	80,051	0	100.0%
360 Special Education Aid	2,700,674	2,470,386	2,566,887	230,288	109.3%
343 Library Resource Aid	20,920	20,920	20,866	0	100.0%
373 Student Support Aid	22,180	22,180	20,000	0	100.0%
356 READ Act Aid	48,008	48,008		0	100.0%
357 Teacher Compensation for Read Act Training	43,344	43,344		0	100.0%
369 Unemployment Aid	24,111	25,000			96.4%
370 Other Miscellaneous State Aids/Adjustments			0	0	
PY Over/Under	162,966	0	0	162,966	
CY State Aids Receivable/(Deferred Revenue)		0	0	0	0.0%
Total State Revenues	15,138,093	14,766,339	14,834,945	372,643	102.5%
Federal Revenues					
401/414/433 Title Programs	44,493	57,774	43,500	(13,281)	77.0%
419/420/425 Federal Special Education Aid	224,602	229,991	206,100	(5,389)	97.7%
Total Federal Revenues	269,095	287,765	249,600	(18,670)	93.5%
Local Revenues					
Var. Fees from Patrons (5)	120,600	121,600	105,000	(1,000)	99.2%
Var. Extracurricular Fees (6)	364,217	360,300	358,000	3,917	101.1%
Var. Field Trips (12)	37,144	40,000	40,000	(2,856)	92.9%
Var. Fundraising - Development (1)	439,634	382,000	400,000	57,634	115.1%
Var. Fundraising - Parent Group (2)	44,639	47,000	42,050	(2,361)	95.0%
Var. Fundraising - Booster Club (3)	9,009	12,500	23,500	(3,491)	72.1%
Var. Fundraising - Other (4)	14,030	19,000	11,000	(4,970)	73.8%
071 Third Party Billing	12,601	8,400	2,000	4,201	150.0%
092 Interest Earnings	232,808	207,000	230,000	25,808	112.5%
096 Other Donations and Gifts	9,531	9,531	0	(0)	0.0%
099 Miscellaneous Revenues (14)	33,062	31,000	0	2,062	0.0%
622/624 Resale of Goods/Equipment	449	460	0	(11)	0.0%
Total Local Revenues	1,317,722	1,238,791	1,211,550	78,931	106.4%
Total Revenues	16,724,910	16,292,895	16,296,095	432,904	102.7%

St. Croix Preparatory Academy
Stillwater, Minnesota
Statement of Revenues and Expenditures
as of June 30, 2025

	100.0%				100%
	Year to Date Activity - 1187 ADM	Amended Budget 1190 ADM's 05.23.25	Original Budget 1202 ADM 06.30.24	Reforecasted vs. Original Budget Variance	Percent of Reforecasted Budget
Expenditures					
100's Salaries and Wages	6,154,706	6,081,379	6,111,313	73,327	101.2%
Salaries and Benefits, Estimated YTD Accrual		0	0	0	0.0%
200's Employee Benefits	1,619,622	1,650,703	1,617,557	(31,081)	98.1%
305/315 Contracted Services	672,394	666,000	651,866	6,394	101.0%
320 Communications Services	71,993	72,200	68,000	(207)	99.7%
329 Postage	2,009	2,000	2,000	9	100.5%
330 Utilities	264,230	273,500	290,000	(9,270)	96.6%
340 Property and Liability Insurance	62,971	62,608	58,750	363	100.6%
350 Repairs and Maintenance	222,371	257,000	257,000	(34,629)	86.5%
360 Contracted Transportation for Field Trips	16,982	27,000	27,000	(10,018)	0.0%
366 Travel, Conferences, and Staff Training	15,799	20,000	20,000	(4,201)	79.0%
369/394 Field Trips / Registration Fees	25,154	14,750	14,750	10,404	170.5%
348-570 Building Lease	1,963,992	1,963,992	1,963,992	0	100.0%
000-570 Nature Center Lease	15,450	15,450	0	0	100.0%
401/455/465 General Supplies	106,649	84,000	90,450	22,649	127.0%
P 810 Maintenance Supplies	88,149	98,860	116,360	(10,711)	89.2%
405/406 Software & Licensing	154,818	152,000	154,000	2,818	101.9%
430/456/466 Instructional Supplies	27,339	61,000	63,420	(33,661)	44.8%
460 Textbooks and Workbooks	5,384	11,500	5,946	(6,116)	46.8%
461 Standardized Tests	31,582	31,000	31,000	582	101.9%
490 Food Purchased	20,951	20,000	20,000	951	104.8%
520 Building Improvement	5,912	0	0	5,912	0.0%
530/535/589 Other Equipment (Furniture)	48,853	44,000	10,600	4,853	111.0%
555/556 Technology Equipment	34,667	11,000	11,000	23,667	315.2%
580/581 Equipment Leases	107,367	108,000	80,000	(633)	99.4%
740 Interest Expense	745	745		0	
820 Dues and Memberships	35,616	38,000	38,000	(2,384)	93.7%

St. Croix Preparatory Academy
 Stillwater, Minnesota
 Statement of Revenues and Expenditures
 as of June 30, 2025

	100.0%				100%
	Year to Date Activity - 1187 ADM	Amended Budget 1190 ADM's 05.23.25	Original Budget 1202 ADM 06.30.24	Rereforecasted vs. Original Budget Variance	Percent of Rereforecasted Budget
C 217 Graduation	40,596	24,000	24,000	16,596	169.1%
Var. Extracurricular Activities (6)	413,329	412,300	418,000	1,029	100.2%
Var. Fundraising - Development (1)	510,179	432,000	450,000	78,179	118.1%
Var. Fundraising - Parent Group (2)	39,783	47,000	42,050	(7,217)	84.6%
Var. Fundraising - Booster Club (3)	9,155	12,500	23,500	(3,345)	73.2%
Var. Fundraising - Other (4)	15,999	13,000	11,000	2,999	123.1%
335 Q Comp Expenditures (Excludes Sped Q Comp)	344,345	334,000	300,900	10,345	103.1%
372 Third Party Billing PRG 400	13,019	3,500	2,000	9,519	372.0%
P422 ADSIS	405,354	423,423	427,400	(18,069)	95.7%
740 State Special Ed Expenditures / ESY (Includes Q Comp)	2,679,215	2,470,292	2,539,600	208,923	108.5%
401/414/433 Title Programs	44,493	57,774	43,500	(13,281)	77.0%
F356/357 READ Act Expenses	44,711	0		44,711	
419/420/425 Federal Special Education Program	224,602	229,991	206,100	(5,389)	97.7%
Subtotal Expenditures	16,560,485	16,226,467	16,191,054	334,019	102.1%
Transfers to Other Funds	0	0	0		
Total Expenditures	16,560,485	16,226,467	16,191,054	334,019	102.1%
General Fund Change in Fund Balance	164,424	66,428	105,041	98,886	
<i>Per Compliance Report</i>	<i>5,937,625</i>	<i>5,937,625</i>			
Beginning General Fund Balance, July 1	5,937,625	5,937,625	6,300,674		
Projected General Fund Balance, June 30	6,102,049	6,004,053	6,405,715		

St. Croix Preparatory Academy

Stillwater, Minnesota

Statement of Revenues and Expenditures

as of June 30, 2025

	100.0%				100%
	Year to Date Activity - 1187 ADM	Amended Budget 1190 ADM's 05.23.25	Original Budget 1202 ADM 06.30.24	Reforecasted vs. Original Budget Variance	Percent of Reforecasted Budget
Food Service Fund - 02					
Revenues					
State Revenues	509,531	510,164	528,966	(632)	99.9%
Federal Revenues	214,809	218,732	159,137	(3,923)	98.2%
Sale of Lunches and Other Local Revenues	85,642	82,294	102,897	3,348	104.1%
Total Revenues	809,982	811,190	791,000	(1,207.83)	99.9%
Expenditures					
Salaries and Wages	277,204	257,020	355,500	20,184	107.9%
Employee Benefits	73,163	81,281	79,000	(8,118)	90.0%
Purchased Services	23,083	4,041	7,900	19,043	571.3%
Supplies and Materials (Inc. A la Carte and Milk)	366,674	365,654	323,900	1,020	100.3%
Capital	25,011	37,011	15,800	(12,000)	0.0%
Dues and Memberships	1,666	1,666	7,900	0	0.0%
Total Expenditures	766,802	746,673	790,000	20,128	102.7%
Food Service Fund Change in Fund Balance	43,180	64,517	1,000	(21,336.21)	
<i>Per Compliance Report</i>	<i>526,426</i>	<i>526,426</i>			
Beginning Food Service Fund Balance, July 1	526,426	526,426	573,656		
Projected Food Service Fund Balance, June 30	569,606	590,943	574,656		

St. Croix Preparatory Academy
Stillwater, Minnesota
Statement of Revenues and Expenditures
as of June 30, 2025

	100.0%				100%
	Year to Date Activity - 1187 ADM	Amended Budget 1190 ADM's 05.23.25	Original Budget 1202 ADM 06.30.24	Reforecasted vs. Original Budget Variance	Percent of Reforecasted Budget
<hr/> <hr/>					
Community Service Fund - 04					
Revenues					
Participation Fees	206,939	178,500	172,000	28,439	115.9%
Total Revenues	206,939	178,500	172,000	28,439	115.9%
Expenditures					
Salaries and Wages	32,455	46,500	27,450	(14,046)	69.8%
Employee Benefits	4,066	4,300	9,150	(234)	94.5%
Purchased Services	83,287	29,400	36,600	53,887	283.3%
Supplies and Materials	91,578	61,250	64,050	30,328	149.5%
Equipment	0	1,000	7,320	(1,000)	0.0%
Other	6,503	50,750	38,430	(44,247)	12.8%
Total Expenditures	217,888	193,200	183,000	24,688	112.8%
Community Service Fund Change in Fund Balance	(10,949)	(14,700)	(11,000)	3,751	
Per Compliance Report	80,077	80,077			
Beginning Community Service Fund Balance, July 1	80,077	80,077	94,755		
Projected Community Service Fund Balance, June 30	69,128	65,377	83,755		

St. Croix Preparatory Academy
Stillwater, Minnesota
Statement of Revenues and Expenditures
as of June 30, 2025

	100.0%				100%
	Year to Date Activity - 1187 ADM	Amended Budget 1190 ADM's 05.23.25	Original Budget 1202 ADM 06.30.24	Reforecasted vs. Original Budget Variance	Percent of Reforecasted Budget
Total All Funds					
Revenues					
State Revenues	15,647,624	15,276,503	15,363,911	371,121	102.4%
Federal Revenues	483,903	506,497	408,737	(22,594)	95.5%
Local Revenues	1,610,304	1,499,585	1,486,447	110,718	107.4%
Transfer In	0	0	0	0	0.0%
Total Revenues	17,741,831	17,282,585	17,259,095	459,246	102.7%
	17,741,831	17,282,585	17,259,095	460,135	
Expenditures					
Salaries and Wages	6,808,711	6,718,899	6,795,163	89,811	101.3%
Employee Benefits	1,696,851	1,736,284	1,705,707	(39,433)	97.7%
Purchased Services	3,439,715	3,407,941	3,397,858	31,774	100.9%
Supplies and Materials	893,125	885,264	869,126	7,861	100.9%
Equipment	221,810	201,011	124,720	20,799	110.3%
Other (Fundraising, Special Ed, Dues, etc.)	4,484,964	4,216,941	4,271,480	268,023	106.4%
Transfer Out	0	0	0	0	0.0%
Total Expenditures	17,545,175	17,166,340	17,164,054	378,835	102.2%
	17,545,175	17,166,340	17,164,054	378,835	
Total Revenues All Funds	17,741,831	17,282,585	17,259,095	459,246	102.7%
Total Expenditures All Funds	17,545,175	17,166,340	17,164,054	378,835	102.2%
Change in Fund Balance - All Funds	196,656	116,245	95,041	80,411	
Per Compliance Report	6,544,128	6,544,128			
Beginning Fund Balance, All Funds, July 1	6,544,128	6,544,128	6,969,085		
Projected Fund Balance, All Funds, June 30	6,740,784	6,660,373	7,064,126		
Debt Service Coverage Ratio		1.27	1.14		
Fund Balance Reserve as Percentage of Annual Expenditures	38.4%	39.7%	41.2%		



Governance Committee Agenda and Minutes for September 2, 2025

Members: Jeff Johnson, Jenn Fuchs, Jenn Santini, Al Bagwell, Angie Galati, Madelyn Adams

Ex-Officio: Terri Gulbransen


Guests:

Absent:

Location: Room 208

Governance Team:

Agenda: September 2, 2025

1. Check in: Cameras and Data Privacy, non harassment and discrimination
 - a. [Video Surveillance Policy](#)
 - b.  File_ Acceptable Use Policy_ Access and Use of Security Camera F...
 - c. 413 Harassment and Violence
2. Review and Revise:
 - a. [SCPA Board Governance Manual 2024 for REVIEW](#)
 - i. When? - J. Santini and J. Johnson - for Sep. mtg.
 - ii. J. Santini - will add a 5th bullet point under Board Committees to allow for flexibility.
 - b. Policies added to the Board Calendar - Update from J. Fuchs
 - i. [2026 Current Board Calender](#)
 - ii. Consider-An **MSBA Policy Audit** may be a helpful step for Minnesota school districts and charter schools seeking a comprehensive review of current policies. MSBA will analyze the existing policies and create an informative Audit Report setting forth suggested revisions and updates. In addition, MSBA will provide comments if questions arise. Please contact Terry Morrow (tmorrow@mnmsba.org) if you would like more information about a policy audit. Cost is \$1500.
 1. The Governance Committee recommends T. Gulbransen will reach out to Terry Morrow to pursue the MSBA Policy Audit.

iii. [Policy Management Spreadsheet 2025- 2026](#)

1. Check in: Which policies have been reviewed/revised/etc.
 - a. Student Discipline - A. Galati
 - b. Use MSBA policies; change district to charter school and superintendent to Executive Director; No logo needed.
 - c. We need to address policy 515 about FERPA-ASAP as parent address, email and phone number are no longer directory information.
 1. Here is how Minnetonka addresses it in their student handbook.
 - a. Student Directory Information Student directory information is considered “public” under state law. Unless parents give specific instructions to the contrary, schools must release directory information to anyone who requests it.
 - b. As of May 2023, the Minnesota state legislature has updated the definition of public directory information to include: student’s name, weight and height (for athletes only), dates of attendance, participation in activities, degrees and awards received, pictures for school-approved uses and parent name.
 - c. If you do not wish this information to be given out, please send written notification to Restrict Directory Data, Student Accounting, Minnetonka Schools, 5621 County Rd 101, Minnetonka 55345, by October 1 of the current school year. If written notification is received after that date, Student Accounting will work with families to update information, as quickly as possible.
 - d. Communication Policy - as per K. Gutierrez email - T. Gulbransen
 - i. T. Gulbransen will send A. Mace the Communication Policy Draft for legal feedback.
[Communication Policy DRAFT](#)
[Distribution of Materials DRAFT](#)
3. Prep for September Board Meeting
- a. Which policies will be for first reading?

Respectfully submitted by A. Galati

Minnesota Charter School Board Training (2024)

1. Introduction to Charter School Law

- **Public Status:** Charter schools are public schools and part of Minnesota's public education system.
 - **Exemptions:** They are exempt from most statutes/rules unless specifically applied to them (124E.03, Subd. 1).
 - **Accountability:** Still bound by many statewide requirements in **Chapter 120B** and related chapters.
-

2. Core Purposes of Charter Schools (124E.01)

- Improve student learning and achievement.
 - Provide innovative teaching methods.
 - Establish new accountability structures.
 - Offer professional opportunities for teachers.
 - Increase quality learning opportunities for all students.
-

3. Key Statutes Beyond Chapter 124E

Academic Standards & Instruction (Chapter 120B)

- **120B.021** – Statewide academic standards (must be met by charter schools).

- **120B.115** – Access to regional centers of excellence for support.
- **120B.123** – Instructional time requirements & reading screeners for early literacy.
- **120B.132** – Advanced Placement/IB program grants (charter schools eligible).
- **120B.241** – Computer science education standards.
- **120B.306** – Limits on student assessment time.

School Governance & Contracts

- 2024 policy omnibus bill tightened **charter school contracting rules**, requiring open bidding and disclosures (124E.10, Subd. 2).

4. Charter School Board of Directors (124E.07)

- **Composition:** At least 5 members, including 1 licensed teacher, 1 parent, 1 community member.
- **Restrictions:** No related parties, employees (other than teachers), or contractors serving on board.
- **Elections:** Parents, staff, and current board members vote; terms ≥ 2 years.
- **Training** (Subd. 7):
 - Pre-service training: roles/responsibilities, open meeting law, data practices.
 - Within 12 months: employment law, school finance, and board duties.
 - Ongoing: annual training in areas like financial oversight, student discipline, governance, cultural diversity, etc.

5. Charter School Formation & Authorizers (124E.05–124E.06)

- **Authorizers:** School boards, universities, nonprofits, and others can authorize.
 - **Application:** Must include mission, educational program, special education plan, governance, finances, and market need/demand study.
 - **Approval:** Commissioner reviews authorizer affidavits (14 months before opening).
 - **Adding Sites/Grades:** Requires commissioner-approved supplemental affidavit with performance and financial data.
-

6. Charter Contracts (124E.10)

- Must include:
 - Mission & purpose statements.
 - Governance and management plan.
 - Academic & non-academic performance goals.
 - Admission/enrollment policies.
 - Insurance & indemnification provisions.
 - Closure plan.
 - **Nonrenewal/Termination:** Possible for failure in academics, finances, compliance, or other good cause.
-

7. Student Admission & Rights (124E.11 & 124E.03)

- Open to all Minnesota students (lottery if oversubscribed).
- Enrollment preference: siblings, children of staff, and (in some cases) local residents.

- Must comply with **Pupil Fair Dismissal Act**, anti-discrimination laws, and bullying policies.
 - Required to provide special education services (125A).
-

8. Compliance with Other State Laws

Charter schools must comply with:

- **Health & Safety** requirements.
 - **Employment laws** (Chapter 181).
 - **Open Meeting Law** (13D).
 - **Data Practices Act** (Chapter 13).
 - **English Learners Act** (124D.58–64).
 - **Human Rights Act** (363A).
 - **Truancy, corporal punishment, student athletics, bullying, concussion protocols, and others listed in 124E.03.**
-

9. Finance & Reporting

- Funding through **general education revenue (124E.20)** and other aids.
 - Restrictions on use of state money (124E.26).
 - Annual reports to authorizers and the state (124E.16).
 - Required insurance and financial oversight by authorizers.
-

10. Board Responsibilities in Practice

- Adopt curriculum and policies aligned with **state standards**.
 - Evaluate director and staff performance.
 - Maintain compliance with all applicable state and federal laws.
 - Ensure transparency (meetings, records, public website postings).
 - Prioritize **student achievement and civic readiness** (120B.11).
-

CHAPTER 124E

CHARTER SCHOOLS

GENERALLY		124E.12	EMPLOYMENT.
124E.01	PURPOSE AND APPLICABILITY.	124E.13	FACILITIES.
124E.02	DEFINITIONS.	124E.14	CONFLICTS OF INTEREST.
124E.03	APPLICABLE LAW.	124E.15	TRANSPORTATION.
ADMINISTRATION		124E.16	REPORTS.
124E.05	AUTHORIZERS.	124E.17	DISSEMINATION OF INFORMATION.
124E.06	FORMING A SCHOOL.	FINANCE	
124E.07	BOARD OF DIRECTORS.	124E.20	GENERAL EDUCATION REVENUE.
124E.08	CHARTER SCHOOL AND SCHOOL DISTRICT COLLABORATION.	124E.21	SPECIAL EDUCATION AID.
124E.09	EXTENT OF SPECIFIC LEGAL AUTHORITY.	124E.22	BUILDING LEASE AID.
POLICIES AND PROCEDURES		124E.23	TRANSPORTATION REVENUE.
124E.10	CHARTER CONTRACT.	124E.24	OTHER AID, GRANTS, AND REVENUE.
124E.11	ADMISSION REQUIREMENTS AND ENROLLMENT.	124E.25	PAYMENT OF AIDS TO CHARTER SCHOOLS.
		124E.26	USE OF STATE MONEY.

GENERALLY

124E.01 PURPOSE AND APPLICABILITY.

Subdivision 1. **Purposes.** (a) The primary purpose of mission-driven charter schools is to improve the learning, achievement, and success of all students. The additional purposes of charter schools are to:

- (1) increase quality learning opportunities for all students;
- (2) encourage the use of different and innovative teaching methods;
- (3) measure learning outcomes and create different and innovative forms of measuring outcomes;
- (4) establish new forms of accountability for schools; or

(5) create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.

(b) A charter school must identify the purposes it will address in the charter contract and document the implementation of those purposes in the school's annual report. Documentation of the implementation of those purposes shall be a component of the authorizer's performance review of the school.

Subd. 2. **Applicability.** This chapter applies only to charter schools formed and operated under this chapter.

History: 1991 c 265 art 9 s 3; 1Sp1995 c 3 art 9 s 2; 1998 c 397 art 2 s 164; 2009 c 96 art 2 s 41; 2013 c 116 art 4 s 1; 2014 c 272 art 3 s 33; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 1; 2024 c 109 art 6 s 1

124E.02 DEFINITIONS.

- (a) For purposes of this chapter, the terms defined in this section have the meanings given them.

(b) "Affidavit" means a written statement the authorizer submits to the commissioner for approval to establish a charter school under section 124E.06, subdivision 4, attesting to its review and approval process before chartering a school.

(c) "Affiliate" means a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another person.

(d) "Charter management organization" or "CMO" means a nonprofit entity or organization that operates or manages a charter school or a network of charter schools or can control all or substantially all of a school's education program or a school's administrative, financial, business, or operational functions.

(e) "Control" means the ability to affect the management, operations, or policy actions or decisions of a person, whether by owning voting securities, by contract, or otherwise.

(f) "Educational management organization" or "EMO" means a for-profit entity or organization that operates or manages a charter school or a network of charter schools or can control all or substantially all of a school's education program, or a school's administrative, financial, business, or operational functions.

(g) "Immediate family member" means any relationship by blood, marriage, adoption, or partnership of spouses, parents, grandparents, siblings, children, first cousins, aunts, uncles, grandchildren, nieces, and nephews.

(h) "Market need and demand study" means a study that includes the following for the proposed locations of the school or additional site:

- (1) current and projected demographic information;
- (2) student enrollment patterns;
- (3) information on existing schools and types of educational programs currently available;
- (4) characteristics of proposed students and families;
- (5) availability of properly zoned and classified facilities; and
- (6) quantification of existing demand for the school or site.

(i) "Person" means an individual or entity of any kind.

(j) "Related party" means an affiliate or immediate family member of the other interested party, an affiliate of an immediate family member who is the other interested party, or an immediate family member of an affiliate who is the other interested party.

(k) For purposes of this chapter, the terms defined in section 120A.05 have the same meanings.

History: *1Sp2001 c 6 art 2 s 25; 2007 c 146 art 2 s 24,47; 2009 c 96 art 2 s 41; 1Sp2011 c 11 art 2 s 29; 1Sp2015 c 3 art 4 s 2,10; 2016 c 189 art 26 s 2; 2023 c 55 art 6 s 1; 2024 c 85 s 22; 2024 c 109 art 6 s 2*

124E.03 APPLICABLE LAW.

Subdivision 1. **Public status; exemption from statutes and rules.** A charter school is a public school and is part of the state's system of public education. A charter school is exempt from all statutes and rules applicable to a school, school board, or school district unless a statute or rule is made specifically applicable to a charter school or is included in this chapter.

Subd. 2. **Certain federal, state, and local requirements.** (a) A charter school shall meet all federal, state, and local health and safety requirements applicable to school districts.

(b) A school must comply with statewide accountability requirements governing standards and assessments in chapter 120B.

(c) A charter school must comply with the Minnesota Public School Fee Law, sections 123B.34 to 123B.39.

(d) A charter school is a district for the purposes of tort liability under chapter 466.

(e) A charter school must comply with the Pledge of Allegiance requirement under section 121A.11, subdivision 3.

(f) A charter school and charter school board of directors must comply with chapter 181 governing requirements for employment.

(g) A charter school must comply with continuing truant notification under section 260A.03.

(h) A charter school must develop and implement a teacher evaluation and peer review process under section 122A.40, subdivision 8, paragraph (b), clauses (2) to (13), and place students in classrooms in accordance with section 122A.40, subdivision 8, paragraph (d). The teacher evaluation process in this paragraph does not create any additional employment rights for teachers.

(i) A charter school must adopt a plan, budget, and process, consistent with section 120B.11, to review curriculum, instruction, and student achievement and strive for comprehensive achievement and civic readiness.

(j) A charter school is subject to and must comply with the Pupil Fair Dismissal Act, sections 121A.40 to 121A.56 and 121A.575, 121A.60, 121A.61, and 121A.65.

Subd. 3. **Pupils with a disability.** A charter school must comply with sections 125A.02, 125A.03 to 125A.24, 125A.65, and 125A.75 and rules relating to the education of pupils with a disability as though it were a district. A charter school enrolling prekindergarten pupils with a disability under section 124E.11, paragraph (h), must comply with sections 125A.259 to 125A.48 and rules relating to the Interagency Early Intervention System as though it were a school district.

Subd. 4. **Students' rights and related law.** (a) A charter school must release a student for religious instruction, consistent with section 120A.22, subdivision 12, clause (3).

(b) A charter school must comply with chapter 363A governing the Minnesota Human Rights Act and section 121A.04 governing student athletics and sex discrimination in schools.

(c) A charter school must comply with section 121A.031 governing policies on bullying.

Subd. 5. **Records and data requirements.** (a) A charter school must comply with chapter 13 governing government data; and sections 121A.75 governing access to juvenile justice records, and 260B.171, subdivisions 3 and 5, governing juvenile justice records.

(b) A charter school must comply with section 120A.22, subdivision 7, governing the transfer of students' educational records and sections 138.163 and 138.17 governing the management of local records.

Subd. 5a. **Open meetings.** A charter school must comply with chapter 13D governing open meetings.

Subd. 6. **Length of school year.** A charter school must provide instruction each year for at least the number of hours required by section 120A.41. It may provide instruction throughout the year under sections 124D.12 to 124D.127 or 124D.128 governing learning year programs.

Subd. 7. **Additional program-specific requirements.** (a) A charter school offering online courses or programs must comply with section 124D.094 governing online instruction.

(b) A charter school that provides early childhood health and developmental screening must comply with sections 142D.09 to 142D.093 governing early childhood screening.

(c) A charter school that provides school-sponsored youth athletic activities must comply with section 121A.38 governing policies on concussions.

Subd. 8. **Corporal punishment.** A charter school is subject to and must comply with section 121A.58 as though it were a district.

Subd. 9. **English learners.** (a) A charter school is subject to and must comply with the Education for English Learners Act under sections 124D.58 to 124D.64 as though the charter school were a district.

(b) A charter school must adopt and review a language access plan under section 123B.32 as though the charter school were a district.

Subd. 10. **School resource officers.** A charter school board must comply with section 123B.02, subdivision 25.

History: 1991 c 265 art 3 s 38; art 9 s 3; 1993 c 224 art 9 s 7; 1Sp1995 c 3 art 9 s 2; 1998 c 397 art 2 s 5,6,10,11,164; art 11 s 3; 2002 c 352 s 10; 2003 c 120 s 3; 1Sp2003 c 9 art 12 s 10; 2009 c 96 art 2 s 41; 2010 c 346 art 1 s 3; 2011 c 90 s 3; 2012 c 239 art 2 s 12; 2013 c 116 art 4 s 1; 2014 c 160 s 3; 2014 c 272 art 3 s 38; 1Sp2015 c 3 art 4 s 4,5,10; 2016 c 189 art 26 s 3; 1Sp2017 c 5 art 2 s 39; 1Sp2021 c 13 art 4 s 1; 2023 c 55 art 6 s 2,3; 2024 c 78 s 6; 2024 c 80 art 4 s 26; 2024 c 85 s 23; 2024 c 109 art 2 s 31; art 6 s 3,4; 2024 c 115 art 16 s 42

ADMINISTRATION

124E.05 AUTHORIZERS.

Subdivision 1. **Eligible authorizers.** (a) The organizations in this subdivision may authorize one or more charter schools.

(b) A school board, intermediate school district school board, or education district organized under sections 123A.15 to 123A.19 may authorize a charter school.

(c) A charitable organization under section 501(c)(3) of the Internal Revenue Code of 1986 may authorize a charter school, if the organization:

(1) is registered with the attorney general's office;

(2) is incorporated in the state of Minnesota and has been operating continuously for at least five years but does not operate a charter school; and

(3) is not:

(i) a nonpublic sectarian or religious institution;

(ii) any person other than a natural person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the nonpublic sectarian or religious institution; or

(iii) any other charitable organization under this paragraph that in the federal IRS Form 1023, Part IV, describes activities indicating a religious purpose.

(d) A Minnesota private college that grants two- or four-year degrees and is registered with the Minnesota Office of Higher Education under chapter 136A may authorize a charter school, notwithstanding paragraph (c).

(e) A state college or university governed by the Board of Trustees of the Minnesota State Colleges and Universities may authorize a charter school.

(f) The University of Minnesota may authorize a charter school.

(g) A nonprofit corporation subject to chapter 317A, described in section 317A.905 and exempt from federal income tax under section 501(c)(6) of the Internal Revenue Code of 1986, may authorize one or more charter schools if the charter school has operated for at least three years under a different authorizer and if the nonprofit corporation has existed for at least 25 years.

(h) A single-purpose authorizer formed as a charitable, nonsectarian organization under section 501(c)(3) of the Internal Revenue Code of 1986 and incorporated in the state of Minnesota under chapter 317A as a corporation with no members or under section 322C.1101 as a nonprofit limited liability company for the sole purpose of chartering schools may authorize a charter school. An eligible organization interested in being approved as an authorizer under this paragraph must submit a proposal to the commissioner that includes the provisions of subdivision 3 and a five-year financial plan. A single-purpose authorizer under this paragraph shall consider and approve charter school applications using the criteria under section 124E.06 and shall not limit the applications it solicits, considers, or approves to any single curriculum, learning program, or method.

Subd. 2. Roles, responsibilities, and requirements of authorizers. (a) The role of an authorizer is to ensure that a school it authorizes has the autonomy granted by statute, fulfills the purposes of a charter school, and is accountable to the agreed upon terms of the charter school contract in order to safeguard quality educational opportunities for students and maintain public trust and confidence.

(b) An authorizer has the following responsibilities:

(1) to review applications for new schools, determine whether a new school is ready to open, review applications for grade and site expansions, review applications for change in authorizers, and determine whether to approve or deny an application based on the authorizer's approved criteria;

(2) to negotiate and execute the performance charter contracts with the schools it authorizes;

(3) to conduct ongoing monitoring, oversight, and evaluation of the school's academic, operational, and financial performance during the term of the charter contract;

(4) to evaluate the academic, operational, and financial performance of the school as defined in the charter contract prior to the end of the contract to determine the renewal, nonrenewal, or termination of the contract; and

(5) to comply with authorizer requirements in chapter 124E.

(c) An authorizer must document in the authorizer annual report under section 124E.16, subdivision 2, paragraph (b), the annual successful completion of training of its staff members during the previous year relative to chartering and an authorizer's role and responsibilities.

(d) An authorizer must participate in department-approved training.

Subd. 3. Application process. (a) An eligible organization under this section must apply to the commissioner for approval as an authorizer before submitting any affidavit to the commissioner to charter a school. The application for approval as a charter school authorizer must show the applicant's ability to implement the procedures and satisfy the criteria for chartering a school under this chapter. The commissioner must approve or disapprove the application within 45 business days of the deadline for that application period. If the commissioner disapproves the application, the commissioner must notify the applicant of the specific deficiencies in writing and the applicant then has 20 business days to address the deficiencies to the commissioner's satisfaction. After the 20 business days expire, the commissioner has 15 business days to make a final decision to approve or disapprove the application. Failing to address the deficiencies to the commissioner's satisfaction makes an applicant ineligible to be an authorizer. The commissioner, in establishing criteria to approve an authorizer, consistent with subdivision 4, must consider the applicant's:

- (1) infrastructure and capacity to serve as an authorizer;
- (2) application criteria and process;
- (3) contracting process;
- (4) ongoing oversight and evaluation processes; and
- (5) renewal criteria and processes.

(b) A disapproved applicant under this section may resubmit an application during a future application period.

Subd. 4. Application content. (a) To be approved as an authorizer, an applicant must include in its application to the commissioner at least the following:

- (1) how the organization carries out its mission by chartering schools;
- (2) a description of the capacity of the organization to serve as an authorizer, including the positions allocated to authorizing duties, the qualifications for those positions, the full-time equivalencies of those positions, and the financial resources available to fund the positions;
- (3) the application and review process the authorizer uses to decide whether to grant charters;
- (4) the type of contract it arranges with the schools it charts to meet the provisions of section 124E.10;
- (5) the process for overseeing the school, consistent with clause (4), to ensure that the schools chartered comply with applicable law and rules and the contract;
- (6) the criteria and process the authorizer uses to approve applications adding grades or sites under section 124E.06, subdivision 5;
- (7) the process for renewing or terminating the school's charter based on evidence showing the academic, organizational, and financial competency of the school, including its success in increasing student achievement and meeting the goals of the charter school agreement; and

(8) an assurance specifying that the organization is committed to serving as an authorizer until the commissioner terminates the organization's ability to authorize charter schools under subdivision 6 or the organization formally withdraws as an approved authorizer under subdivision 7.

(b) Notwithstanding paragraph (a), an authorizer that is a school district may satisfy the requirements of paragraph (a), clauses (1) and (2), and any requirement governing a conflict of interest between an authorizer and its charter schools or ongoing evaluation or continuing education of an administrator or other professional support staff by submitting to the commissioner a written promise to comply with the requirements.

Subd. 5. Review by commissioner. (a) The commissioner shall review an authorizer's performance every five years in a manner and form determined by the commissioner, subject to paragraphs (b) and (c), and may review an authorizer's performance more frequently at the commissioner's own initiative or at the request of a charter school chief administrator, charter school board of directors, or other interested party. The commissioner, after completing the review, shall transmit a report with findings to the authorizer and the schools authorized by the authorizer.

(b) Consistent with this subdivision, the commissioner must:

(1) develop the criteria and process of the performance review system in consultation with authorizers, school administrators, charter school boards of directors, and other charter school stakeholders;

(2) publish the authorizer performance review criteria and process at least 12 months before any change or process takes effect, except for changes required to take effect earlier in accordance with state or federal law or to make technical changes;

(3) evaluate the authorizer's performance on adherence and implementation of the authorizer's policies, procedures, and processes that are subject to section 124E.05, subdivision 2, paragraph (b);

(4) solicit feedback from the authorizer, charter school administrators, and charter school boards of directors; and

(5) use existing department data on the authorizer to minimize duplicate reporting to the extent practicable.

(c) Consistent with this subdivision the commissioner must not penalize in any way an authorizer for not chartering additional schools or for the absence of complaints against an authorizer or an authorizer's portfolio of schools.

Subd. 6. Corrective action. (a) If, consistent with this chapter, the commissioner finds that an authorizer has not met the requirements of this chapter, the commissioner may subject the authorizer to a corrective action plan, which may last no longer than 130 business days. The commissioner may prohibit an authorizer on a corrective plan from accepting a transfer application from a charter school and an application to establish a charter school.

(b) The commissioner must notify the authorizer in writing that the authorizer has been placed on a corrective plan. The notice must include any findings that may subject the authorizer to corrective action at the conclusion of the corrective plan and the authorizer then has 15 business days to request an informal hearing before the commissioner takes corrective action. The commissioner must hold an informal hearing within 15 business days of the request. If the issues identified as the basis for the corrective action are not resolved at the informal hearing, the authorizer must make the requested improvements and notify the commissioner of the improvements within 45 business days. Within 20 business days, the commissioner must review the changes and notify the authorizer of any remaining issues to be resolved. An authorizer

must address the remaining issues as directed by the commissioner within 20 business days. Within 15 business days, the commissioner must review the changes and notify the authorizer whether all issues in the corrective plan have been resolved.

(c) If the commissioner terminates the authorizer's ability to charter a school, the commissioner must assist the affected charter school in acquiring a new authorizer. A charter school board of directors may submit to the commissioner a request to transfer to a new authorizer without the approval or consent of the current authorizer if that authorizer has been under a corrective action plan for more than 130 business days.

(d) The commissioner may at any time take corrective action against an authorizer, including terminating an authorizer's ability to charter a school, terminating a contract with a charter school, and other appropriate sanctions for:

(1) failing to demonstrate the criteria under subdivision 3 under which the commissioner approved the authorizer;

(2) violating a term of the chartering contract between the authorizer and the charter school board of directors;

(3) unsatisfactory performance as an approved authorizer;

(4) any good cause shown that gives the commissioner a legally sufficient reason to take corrective action against an authorizer; or

(5) failing to meet the terms of a corrective action plan by the specified deadline.

Subd. 7. Withdrawal. If the governing board of an approved authorizer votes to withdraw as an approved authorizer for a reason unrelated to any cause under subdivision 6, the authorizer must notify all its chartered schools and the commissioner in writing by March 1 of its intent to withdraw as an authorizer on June 30 in the next calendar year. Upon notification of the schools and commissioner, the authorizer must provide a letter to the school for distribution to families of students enrolled in the school that explains the decision to withdraw as an authorizer. The commissioner may approve the transfer of a charter school to a new authorizer under section 124E.10, subdivision 5.

Subd. 8. Reports. By September 30 of each year, an authorizer shall submit to the commissioner a statement of income and expenditures related to chartering activities during the previous school year ending June 30. The authorizer must transmit a copy of the statement to all schools it charts.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 3; 1994 c 647 art 9 s 1; 1Sp1995 c 3 art 9 s 2; 1Sp1997 c 4 art 5 s 5; 1997 c 397 art 2 s 164; 1998 c 398 art 5 s 3; 1999 c 241 art 5 s 7; 2000 c 489 art 6 s 18; 1Sp2003 c 9 art 2 s 22; 2005 c 107 art 2 s 60; 2009 c 96 art 2 s 41; 2010 c 382 s 24; 2011 c 27 s 2; 1Sp2011 c 11 art 2 s 29; 2012 c 239 art 2 s 9; 2013 c 116 art 4 s 1; 2013 c 144 s 22; 2014 c 157 art 2 s 29; 2014 c 272 art 3 s 33; 1Sp2015 c 3 art 4 s 2,10; 2016 c 135 art 4 s 7; 2016 c 189 art 26 s 4; art 28 s 1-4; 2017 c 40 art 1 s 122; 1Sp2017 c 5 art 2 s 40; 1Sp2021 c 13 art 4 s 2; 2023 c 55 art 6 s 4,5; 2024 c 109 art 6 s 5-7

124E.06 FORMING A SCHOOL.

Subdivision 1. Individuals eligible to organize. (a) An authorizer, after receiving an application from a charter school developer, may charter either a licensed teacher under section 122A.18, subdivision 1, or a group of individuals that includes one or more licensed teachers under section 122A.18, subdivision 1, to operate a school subject to the commissioner's approval of the authorizer's affidavit under subdivision 4.

(b) "Application" under this section means the charter school business plan a charter school developer submits to an authorizer for approval to establish a charter school. This application must include:

(1) the proposed school's:

(i) mission and vision statements;

(ii) purposes and goals;

(iii) educational program design and how the program will improve student learning, success, and achievement;

(iv) plan to address the social and emotional learning needs of students and student support services;

(v) plan to provide special education management and services;

(vi) plan for staffing the school with appropriately qualified and licensed personnel;

(vii) financial plan;

(viii) governance and management structure and plan;

(ix) market need and demand study; and

(x) plan for ongoing outreach and dissemination of information about the school's offerings and enrollment procedure to families that reflect the diversity of Minnesota's population and targeted groups under section 124E.17, subdivision 1, paragraph (a);

(2) the school developer's experience and background, including criminal history and bankruptcy background checks; and

(3) any other information the authorizer requests.

(c) An authorizer shall not approve an application submitted by a charter school developer under paragraph (a) if the application does not comply with subdivision 3, paragraph (e), and section 124E.01, subdivision 1. The commissioner shall not approve an affidavit submitted by an authorizer under subdivision 4 if the affidavit does not comply with subdivision 3, paragraph (e), and section 124E.01, subdivision 1.

Subd. 2. Nonprofit corporation. (a) The school must be organized and operated as a nonprofit corporation under chapter 317A and the provisions of that chapter shall apply to the school except as provided in this chapter.

The operators authorized to organize and operate a school must incorporate as a nonprofit corporation before entering into a contract or other agreement for professional or other services, goods, or facilities.

(b) Notwithstanding sections 465.717 and 465.719, a school district, subject to this chapter, may create a corporation for the purpose of establishing a charter school.

Subd. 3. Requirements. (a) The primary focus of a charter school must be to provide a comprehensive program of instruction for at least one grade or age group from ages five through 18 years. A charter school may provide instruction to people older than 18 years of age.

(b) A charter school may offer a free or fee-based preschool or prekindergarten that meets high-quality early learning instructional program standards aligned with Minnesota's early learning standards for children.

The hours a student is enrolled in a fee-based prekindergarten program do not generate pupil units under section 126C.05 and must not be used to calculate general education revenue under section 126C.10.

(c) A charter school must be nonsectarian in its programs, admission policies, employment practices, and all other operations. An authorizer may not authorize a charter school or program that is affiliated with a nonpublic sectarian school or a religious institution.

(d) A charter school must not be used to provide education or generate revenue for home-schooled students. This paragraph does not apply to shared time aid under section 126C.19.

(e) This chapter does not provide a means to keep open a school that a school board decides to close. However, a school board may endorse or authorize establishing a charter school to replace the school the board decided to close. Applicants seeking a charter under this circumstance must demonstrate to the authorizer that the charter sought is substantially different in purpose and program from the school the board closed and that the proposed charter satisfies the requirements of section 124E.01, subdivision 1. If the school board that closed the school authorizes the charter, it must document in its affidavit to the commissioner that the charter is substantially different in program and purpose from the school it closed.

(f) A school authorized by a school board may be located in any district, unless the school board of the district of the proposed location disapproves the location by written resolution.

(g) Except as provided in paragraph (b), a charter school may not charge tuition.

(h) The authorizer may prevent an approved charter school from opening for operation if, among other grounds, the charter school violates this chapter or does not meet the ready-to-open standards that are part of (1) the authorizer's oversight and evaluation process or (2) stipulated in the charter school contract.

Subd. 4. Authorizer's affidavit; approval process. (a) Before an operator may establish and operate a school, the authorizer must file an affidavit with the commissioner stating its intent to charter a school. An authorizer must file a separate affidavit for each school it intends to charter. An authorizer must file an affidavit at least 14 months before July 1 of the year the new charter school plans to serve students. The affidavit must state the terms and conditions under which the authorizer would charter a school, including a market need and demand study.

(b) The commissioner must approve or disapprove the authorizer's affidavit within 60 business days of receiving the affidavit. If the commissioner disapproves the affidavit, the commissioner shall notify the authorizer of the deficiencies in the affidavit and the authorizer then has 20 business days to address the deficiencies. The commissioner must notify the authorizer of the commissioner's final approval or final disapproval within 15 business days after receiving the authorizer's response to the deficiencies in the affidavit. If the authorizer does not address deficiencies to the commissioner's satisfaction, the commissioner's disapproval is final. An authorizer who fails to obtain the commissioner's approval is precluded from chartering the school that is the subject of this affidavit.

(c) The grades and number of primary enrollment sites in an approved affidavit may only be modified under subdivision 5.

Subd. 5. Adding grades or sites. (a) A charter school may apply to the authorizer to amend the school charter to add grades or primary enrollment sites beyond those defined in the original affidavit approved by the commissioner. After approving the school's application, the authorizer shall submit a supplemental affidavit in the form and manner prescribed by the commissioner. The authorizer must file a supplemental affidavit to the commissioner by October 1 to be eligible to add grades or sites in the next school year. The supplemental affidavit must document:

- (1) for site expansion, a market need and demand study with long-range enrollment projections;
- (2) for grade expansion, the need for the additional grades with supporting long-range enrollment projections;
- (3) a longitudinal record of at least the three most recent years of student academic proficiency and growth on statewide assessments under chapter 120B or on other academic assessments that measure at least the three most recent years of longitudinal student proficiency and growth approved by the charter school's board of directors and agreed upon with the authorizer;
- (4) at least three years of sound school finances and a plan to add grades or sites that sustains the school's finances; and
- (5) board capacity to administer and manage the additional grades or sites.

(b) The commissioner shall have 30 business days to review and comment on the supplemental affidavit. The commissioner shall notify the authorizer in writing of any deficiencies in the supplemental affidavit and the authorizer then has 20 business days to address any deficiencies in the supplemental affidavit to the commissioner's satisfaction. The commissioner must notify the authorizer of final approval or final disapproval within 15 business days after receiving the authorizer's response to the deficiencies in the affidavit. The school may not add grades or sites until the commissioner has approved the supplemental affidavit. The commissioner's approval or disapproval of a supplemental affidavit is final.

Subd. 6. Conversion of existing schools. A board of an independent or special school district may convert one or more of its existing schools to charter schools under this chapter if 60 percent of the full-time teachers at the school sign a petition seeking conversion. The conversion must occur at the beginning of an academic year.

Subd. 7. Merger. (a) Two or more charter schools may merge under chapter 317A. The effective date of a merger must be July 1. The merged school must continue under the identity of one of the merging schools. The authorizer and the merged school must execute a new charter contract under section 124E.10, subdivision 1, by July 1. The authorizer must submit to the commissioner a copy of the new signed charter contract within ten business days of executing the contract.

(b) Each merging school must submit a separate year-end report for the previous fiscal year for that school only. After the final fiscal year of the premerger schools is closed out, each of those schools must transfer the fund balances and debts to the merged school.

(c) For its first year of operation, the merged school is eligible to receive aid from programs requiring approved applications equal to the sum of the aid of all of the merging schools. For aids based on prior year data, the merged school is eligible to receive aid for its first year of operation based on the combined data of all of the merging schools.

History: 1991 c 265 art 9 s 3; 1992 c 499 art 12 s 1; 1993 c 224 art 9 s 2,4,5,7; 1Sp1995 c 3 art 9 s 2; 1Sp1997 c 4 art 5 s 6; 1998 c 397 art 2 s 2,3,6,164; art 11 s 3; 1998 c 398 art 5 s 55; 1999 c 241 art 5 s 8,9; 1Sp2001 c 6 art 2 s 21,23; 1Sp2003 c 9 art 2 s 23; 1Sp2005 c 5 art 2 s 59; 2007 c 146 art 2 s 23; 2009 c 96 art 2 s 41; 2010 c 382 s 25; 1Sp2011 c 11 art 2 s 29; 2012 c 239 art 1 s 20; 2013 c 116 art 4 s 1; 2014 c 272 art 3 s 35,38; 1Sp2015 c 3 art 4 s 1,3,4,7,10; 2016 c 189 art 26 s 5; 2023 c 55 art 6 s 6-8; 2024 c 109 art 6 s 8-10

124E.07 BOARD OF DIRECTORS.

Subdivision 1. **Initial board of directors.** Before entering into a contract or other agreement for professional or other services, goods, or facilities, the operators authorized to organize and operate a school must establish a board of directors composed of at least five members. The initial board members must not be related parties. The initial board continues to serve until a timely election for members of the ongoing charter school board of directors is held according to the school's articles and bylaws under subdivision 4. The initial board of directors and school developers must comply with the training requirements in subdivision 7 upon the incorporation of the school.

Subd. 2. **Ongoing board of directors.** The initial board must begin the transition to the ongoing board structure by the end of the first year of operation and complete the transition by the end of the second year of operation. The terms of board members shall begin on July 1. Terms shall be no less than two years. The bylaws shall set the number of terms an individual may serve on the board and as an officer of the board. Board elections must be held during the school year but may not be conducted on days when the school is closed.

Subd. 3. **Membership criteria.** (a) The ongoing charter school board of directors shall have at least five members. The board members must not be related parties. The ongoing board must include: (1) at least one licensed teacher; (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. A community member serving on the board must reside in Minnesota, must not have a child enrolled in the school, and must not be an employee of the charter school.

(b) To serve as a licensed teacher on a charter school board, an individual must:

(1) be employed by the school or provide at least 720 hours of service under a contract between the charter school and a teacher cooperative;

(2) be a qualified teacher as defined under section 122A.16, either serving as a teacher of record in a field in which the individual has a field license, or providing services to students the individual is licensed to provide; and

(3) not serve in an administrative or supervisory capacity for more than 240 hours in a school calendar year.

(c) The board structure must be defined in the bylaws. The board structure may (1) be a majority of teachers under paragraph (b), (2) be a majority of parents, (3) be a majority of community members, or (4) have no clear majority.

(d) The chief administrator may only serve as an ex-officio nonvoting board member. No charter school employees shall serve on the board other than teachers under paragraph (b).

(e) A contractor providing facilities, goods, or services to a charter school must not serve on the board of directors. In addition, an individual is prohibited from serving as a member of the charter school board of directors if: (1) the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities; or (2) an immediate family member is an employee of the school. An individual may serve as a member of the board of directors if no conflict of interest exists under this paragraph, consistent with this section.

(f) A violation of paragraph (e) renders a contract voidable at the option of the commissioner or the charter school board of directors. A member of a charter school board of directors who violates paragraph (e) is individually liable to the charter school for any damage caused by the violation.

(g) Any employee, agent, contractor, or board member of the authorizer who participates in initially reviewing, approving, overseeing, evaluating, renewing, or not renewing the charter school is ineligible to serve on the board of directors of a school chartered by that authorizer.

(h) An individual is prohibited from serving on more than one charter school board at the same time in either an elected or ex-officio capacity, except that an individual serving as an administrator serving more than one school under section 124E.12, subdivision 2, paragraph (f), may serve on each board as an ex-officio member.

Subd. 4. **Board structure.** Board bylaws shall outline the process and procedures for changing the board's governance structure, consistent with chapter 317A. A board may change its governance structure only:

- (1) by a majority vote of the board of directors;
- (2) by a majority vote of the licensed teachers employed by the school as teachers who provide instruction to students, including licensed teachers providing instruction under a contract between the school and a cooperative; and
- (3) with the authorizer's approval.

Any change in board governance structure must conform with the board composition established under this section.

Subd. 5. **Board elections.** (a) Staff members employed at the school, including teachers providing instruction under a contract with a cooperative, members of the board of directors, and all parents or legal guardians of children enrolled in the school are the voters eligible to elect the members of the school's board of directors.

(b) The board of directors must establish and publish election policies and procedures on the school's website.

(c) The board of directors must notify eligible voters of the school board election dates and voting procedures at least 30 calendar days before the election and post this information on the school's website.

(d) The board of directors must notify eligible voters of the candidates' names, biographies, and candidate statements at least ten calendar days before the election and post this information on the school's website.

Subd. 6. **Duties.** (a) The board of directors also shall decide and is responsible for all decision making on policy matters related to operating the school, including budgeting, curriculum programming, personnel, and operating procedures. The board must adopt personnel evaluation policies and practices that, at a minimum:

- (1) carry out the school's mission and goals;
- (2) evaluate how charter contract goals and commitments are executed;
- (3) evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals;

- (4) establish a teacher evaluation process under section 124E.03, subdivision 2, paragraph (h); and
- (5) provide professional development related to the individual's job responsibilities.

(b) The board must adopt a nepotism policy that prohibits the employment of immediate family members of a board member, a school employee, or a teacher who provides instruction under a contract between the charter school and a cooperative. The board may waive this policy if: (1) the position is publicly posted for 20 business days; and (2) a two-thirds majority of the remaining board of directors who are not immediate family members of an applicant vote to approve the hiring. A board member, school employee, or teacher under contract with a cooperative must not be involved in an interview, selection process, hiring, supervision, or evaluation of an employee who is an immediate family member.

Subd. 7. Training. (a) Every charter school board member and nonvoting ex-officio member who is a charter school director or chief administrator must attend board training.

(b) Prior to beginning their term, a new board member must complete training on a charter school board's role and responsibilities, open meeting law, and data practices law. An ex-officio member, who is a charter school director or chief administrator, must complete this training within three months of starting employment at the school.

(c) A new board member must complete training on employment policies and practices under chapter 181; public school funding and financial management; and the board's roles and responsibilities regarding student success, achievement, and performance within 12 months of being seated on the board or the individual is automatically ineligible to continue to serve as a board member. A board member who does not complete training within the 12-month period is ineligible to be elected or appointed to a charter school board for a period of 18 months.

(d) Every charter school board member must complete annual training throughout the member's term based on an annual assessment of the training needs of individual members and the full board. Ongoing training includes but is not limited to budgeting, financial management, recruiting and hiring a charter school director or chief administrator, evaluating a charter school director or chief administrator, governance-management relationships, student support services, student discipline, state standards, cultural diversity, succession planning, strategic planning, program oversight and evaluation, compensation systems, human resources policies, effective parent and community relationships, authorizer contract and relationships, charter school law, legal liability, board recruitment and elections, board meetings and operations, policy development and review, and school health and safety.

(e) The organization or person providing training under paragraphs (b), (c), and (d) must certify the individual's completion of the training provided.

(f) The charter school is responsible for covering the costs related to board training. The charter school must include in its annual report the training each board member completed during the previous year.

(g) The board must ensure that an annual assessment of the board's performance is conducted and the results are reported in the school's annual report.

Subd. 8. Meetings and information. (a) Board of director meetings must comply with chapter 13D governing open meetings.

(b) A charter school shall publish and maintain on the school's official website: (1) the meeting minutes of the board of directors and of members and committees having board-delegated authority, within 30 days following the earlier of the date of board approval or the next regularly scheduled meeting, and for at least

365 days from the date of publication; (2) directory information for the board of directors and for the members of committees having board-delegated authority; and (3) identifying and contact information for the school's authorizer.

(c) A charter school must include identifying and contact information for the school's authorizer in other school materials it makes available to the public.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 4; 1Sp1995 c 3 art 9 s 2; 1998 c 397 art 2 s 2,164; 1999 c 241 art 5 s 8; 1Sp2001 c 6 art 2 s 20,21; 2009 c 96 art 2 s 41; 1Sp2011 c 11 art 2 s 29; 2012 c 239 art 2 s 10; 2013 c 116 art 4 s 1; 2015 c 21 art 1 s 18; 1Sp2015 c 3 art 4 s 3,10; 2016 c 189 art 26 s 6; 2024 c 109 art 6 s 11

124E.08 CHARTER SCHOOL AND SCHOOL DISTRICT COLLABORATION.

(a) A charter school board may voluntarily enter into a two-year, renewable collaboration agreement with a school district in which the charter school is geographically located to enhance the achievement of the students in the district and the students in the charter school.

A school district does not need to be either an approved authorizer or the authorizer of the charter school to enter into a collaboration agreement under this section.

A charter school authorizer is prohibited from requiring a collaboration agreement as a condition of entering into or renewing a charter contract as defined in section 124E.10, subdivision 1.

(b) The collaboration agreement may include, but is not limited to, collaboration regarding facilities, transportation, training, student achievement, assessments, mutual performance standards, and other areas of mutual agreement.

(c) For purposes of student assessment and reporting to the state under section 120B.36, the school district may include the academic performance of the students of a collaborative charter school site under paragraph (a).

Districts, authorizers, or charter schools entering into a collaborative agreement are equally and collectively subject to the same state and federal accountability measures for student achievement, school performance outcomes, and school improvement strategies. The collaborative agreement and all accountability measures must be posted on the district, charter school, and authorizer websites.

(d) Nothing in this section or in the collaboration agreement may impact in any way the authority or autonomy of the charter school.

(e) Nothing in this section or in the collaboration agreement shall cause the state to pay twice for the same student, service, or facility or otherwise impact state funding or payment to the school district or the charter school.

History: 2012 c 239 art 2 s 15; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 7

124E.09 EXTENT OF SPECIFIC LEGAL AUTHORITY.

(a) The board of directors of a charter school may sue and be sued.

(b) The board may not levy taxes or issue bonds.

(c) The commissioner, an authorizer, members of the board of an authorizer in their official capacity, and employees of an authorizer are immune from civil or criminal liability with respect to all activities

related to a charter school they approve or authorize. The board of directors shall obtain at least the amount of and types of insurance up to the applicable tort liability limits under chapter 466. The charter school board must submit a copy of the insurance policy to its authorizer before starting operations. The charter school board must submit changes in its insurance carrier or policy to its authorizer within 20 business days of the change.

(d) Notwithstanding section 3.736, the charter school shall assume full liability for its activities and indemnify and hold harmless the authorizer and its officers, agents, and employees from any suit, claim, or liability arising from any operation of the charter school and the commissioner and department officers, agents, and employees. A charter school is not required to indemnify or hold harmless a state employee if the state would not be required to indemnify and hold the employee harmless under section 3.736, subdivision 9.

History: 1991 c 265 art 9 s 3; 1Sp1995 c 3 art 9 s 2; 1998 c 397 art 2 s 21,164; art 11 s 3; 1998 c 398 art 5 s 55; 2009 c 96 art 2 s 41; 2010 c 382 s 29; 1Sp2011 c 11 art 2 s 29; 2013 c 116 art 4 s 1; 1Sp2015 c 3 art 4 s 10

POLICIES AND PROCEDURES

124E.10 CHARTER CONTRACT.

Subdivision 1. **Contents.** (a) To authorize a charter school, the authorizer and the charter school board of directors must sign a written contract within 45 business days of the commissioner's approval of the authorizer's affidavit. The authorizer shall submit a copy of the charter contract to the commissioner within ten business days after the contract is signed by the contracting parties. The contract must include at least the following:

(1) a declaration that the charter school will carry out the primary purpose in section 124E.01, subdivision 1, and indicate how the school will report its implementation of the primary purpose to its authorizer;

(2) a declaration of the additional purpose or purposes in section 124E.01, subdivision 1, that the school intends to carry out and indicate how the school will report its implementation of those purposes to its authorizer;

(3) a description of the school program and the specific academic and nonacademic outcomes that pupils must achieve;

(4) a statement of the school's admission policies and procedures;

(5) a school governance, management, and administration plan;

(6) signed agreements from charter school board members to comply with the federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools;

(7) the criteria, processes, and procedures the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance, consistent with subdivision 3, paragraphs (a) and (b);

(8) for contract renewal, the formal written performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 3;

(9) types and amounts of insurance liability coverage the charter school must obtain, consistent with section 124E.03, subdivision 2, paragraph (d);

(10) consistent with section 124E.09, paragraph (d), a provision to indemnify and hold harmless from any suit, claim, or liability arising from any charter school operation:

(i) the authorizer and its officers, agents, and employees; and

(ii) notwithstanding section 3.736, the commissioner and department officers, agents, and employees;

(11) the term of the contract, which, for an initial contract, may be up to five years plus a preoperational planning period, or for a renewed contract or a contract with a new authorizer after a transfer of authorizers, may be up to five years, if warranted by the school's academic, financial, and operational performance;

(12) how the charter school board of directors or the charter school operators will provide special instruction and services for children with a disability under sections 125A.03 to 125A.24, and 125A.65, and a description of the financial parameters within which the charter school will provide the special instruction and services to children with a disability;

(13) the specific conditions for contract renewal that identify the performance of all students under the primary purpose of section 124E.01, subdivision 1, as the most important factor in determining whether to renew the contract; and

(14) the additional purposes under section 124E.01, subdivision 1, and related performance obligations under clause (7) contained in the charter contract as additional factors in determining whether to renew the contract.

(b) In addition to the requirements of paragraph (a), the charter contract must contain the plan for an orderly closing of the school under chapter 317A, that establishes the responsibilities of the school board of directors and the authorizer, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract. The plan must establish who is responsible for:

(1) notifying the commissioner, school district in which the charter school is located, and parents of enrolled students about the closure;

(2) providing parents of enrolled students information and assistance to enable the student to re-enroll in another school;

(3) transferring student records under section 124E.03, subdivision 5, paragraph (b), to the student's resident school district; and

(4) closing financial operations.

(c) A charter school must design its programs to at least meet the outcomes adopted by the commissioner for public school students, including comprehensive achievement and civic readiness goals under section 120B.11, subdivision 1. In the absence of the commissioner's requirements governing state standards and benchmarks, the school must meet the outcomes contained in the contract with the authorizer. The achievement levels of the outcomes contained in the contract may exceed the achievement levels of any outcomes adopted by the commissioner for public school students.

Subd. 2. Limits on charter school agreements. (a) A school must disclose to the commissioner any potential contract, lease, or purchase of service from the school's authorizer or a current board member, employee, contractor, volunteer, or agent of the school's authorizer. The contract, lease, or purchase must be accepted through an open bidding process and be separate from the charter contract. The school must document the open bidding process. An authorizer must not enter into a contract to provide management and financial services to a school it authorizes, unless the school documents receiving at least two competitive

bids. This paragraph does not apply to a charter school or an authorizer when contracting for legal services from a lawyer that provides professional services to the charter school or authorizer and who is subject to the Minnesota Rules of Professional Conduct.

(b) An authorizer must not condition granting or renewing a charter on:

- (1) the charter school being required to contract, lease, or purchase services from the authorizer; or
- (2) the bargaining unit status of school employees.

Subd. 3. Review and comment. (a) The authorizer shall provide a formal written evaluation of the school's performance before the authorizer renews the charter contract. The commissioner must review and comment on the authorizer's evaluation process at the time the authorizer submits its application for approval and each time the authorizer undergoes its five-year review under section 124E.05, subdivision 5.

(b) An authorizer shall monitor and evaluate the academic, financial, operational, and student performance of the school, and may assess a charter school a fee according to paragraph (c). The agreed-upon fee structure must be stated in the charter school contract.

(c) The fee that an authorizer may annually assess is the greater of:

- (1) the basic formula allowance for that year; or
- (2) the lesser of:

(i) the maximum fee factor times the basic formula allowance for that year; or

(ii) the fee factor times the basic formula allowance for that year times the charter school's adjusted pupil units for that year. The fee factor equals .015. The maximum fee factor equals 4.0.

(d) An authorizer may not assess a fee for any required services other than as provided in this subdivision.

(e) For the preoperational planning period, after a school is chartered, the authorizer may assess a charter school a fee equal to the basic formula allowance.

Subd. 4. Causes for nonrenewal or termination of charter school contract. (a) The duration of the contract with an authorizer must be for the term contained in the contract according to subdivision 1, paragraph (a). The authorizer may or may not renew a contract at the end of the term for any ground listed in paragraph (b). An authorizer may unilaterally terminate a contract during the term of the contract for any ground listed in paragraph (b). At least 60 business days before not renewing or terminating a contract, the authorizer shall notify the board of directors of the charter school of the proposed action in writing. The notice shall state the grounds for the proposed action in reasonable detail and describe the informal hearing process, consistent with this paragraph. The charter school's board of directors may request in writing an informal hearing before the authorizer within 15 business days after receiving notice of nonrenewal or termination of the contract. Failure by the board of directors to make a written request for an informal hearing within the 15-business-day period shall be treated as acquiescence to the proposed action. Upon receiving a timely written request for a hearing, the authorizer shall give ten business days' notice to the charter school's board of directors of the hearing date. The hearing must be recorded by audio recording, video recording, or a court reporter. The authorizer must preserve the recording for three years and make the recording available to the public. The authorizer shall conduct an informal hearing before taking final action. The authorizer shall take final action to renew or not renew a contract no later than 20 business days before the proposed date for terminating the contract or the end date of the contract.

(b) An authorizer may terminate or not renew a contract upon any of the following grounds:

(1) failure to demonstrate satisfactory academic achievement for all students, including the requirements for pupil performance contained in the contract;

(2) failure to meet generally accepted standards of fiscal management;

(3) violations of law; or

(4) other good cause shown.

If the authorizer terminates or does not renew a contract under this paragraph, the school must be dissolved according to the applicable provisions of chapter 317A.

(c) The commissioner, after providing reasonable notice to the board of directors of a charter school and the existing authorizer, and after providing an opportunity for a public hearing, may terminate the existing contract between the authorizer and the charter school board if the charter school has a history of:

(1) failure to meet pupil performance requirements, consistent with state law;

(2) financial mismanagement or failure to meet generally accepted standards of fiscal management; or

(3) repeated or major violations of the law.

Subd. 5. Mutual nonrenewal. If the authorizer and the board of directors of a charter school serving enrolled students mutually agree not to renew the contract, or if the governing board of an approved authorizer votes to withdraw as an approved authorizer for a reason unrelated to any cause under subdivision 4, a change in authorizers is allowed. The authorizer and the school board must jointly submit a written and signed letter of their intent to the commissioner to mutually not renew the contract. The authorizer that is a party to the existing contract must inform the proposed authorizer about the fiscal, operational, and student performance status of the school, including unmet contract outcomes and other outstanding contractual obligations. The charter contract between the proposed authorizer and the school must identify and provide a plan to address any outstanding obligations from the previous contract. The proposed authorizer must submit the proposed contract at least 105 business days before the end of the existing charter contract. The commissioner has 30 business days to review and make a determination on the change in authorizer. The proposed authorizer and the school have 15 business days to respond to the determination and address any issues identified by the commissioner. The commissioner must make a final determination no later than 45 business days before the end of the current charter contract. If the commissioner does not approve a change in authorizer, the school and the current authorizer may withdraw their letter of nonrenewal and enter into a new contract. If the commissioner does not approve a change in authorizer and the current authorizer and the school do not withdraw their letter and enter into a new contract, the school must be dissolved according to applicable law and the terms of the contract.

Subd. 6. Pupil enrollment upon nonrenewal or termination of charter school contract. (a) If a contract is not renewed or is terminated according to subdivision 4 or 5, a pupil who attended the school, siblings of the pupil, or another pupil who resides with the pupil may enroll in the resident district or may submit an application to a nonresident district according to section 124D.03 governing open enrollment at any time. Applications and notices required by section 124D.03 must be processed and provided in a prompt manner. The application and notice deadlines in section 124D.03 do not apply under these circumstances.

(b) Within ten business days of closing the charter school, the closed school must transfer the student's educational records to the student's school district of residence where the records must be retained or transferred under section 120A.22, subdivision 7.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 6,12; 1Sp1995 c 3 art 9 s 2; 1Sp1997 c 4 art 5 s 7,8; 1998 c 397 art 2 s 2,4,8,13,19,20,164; art 11 s 3; 1998 c 398 art 2 s 4; art 5 s 55; 1999 c 241 art 5 s 10; 2000 c 489 art 6 s 22,23; 1Sp2001 c 6 art 2 s 24; 2003 c 130 s 12; 1Sp2005 c 5 art 2 s 60-62; 2007 c 146 art 2 s 25; 2009 c 96 art 2 s 41; 2010 c 382 s 27,28; 1Sp2011 c 11 art 2 s 29; 2012 c 187 art 1 s 18; 2012 c 239 art 2 s 11,13; 2013 c 116 art 4 s 1; 2013 c 144 s 11; 2014 c 272 art 3 s 36; 1Sp2015 c 3 art 4 s 3,10; 2016 c 189 art 26 s 8; art 28 s 5,6; 2023 c 55 art 6 s 9; 2024 c 109 art 2 s 31; art 6 s 12-14

124E.11 ADMISSION REQUIREMENTS AND ENROLLMENT.

(a) A charter school, including its preschool or prekindergarten program established under section 124E.06, subdivision 3, paragraph (b), may limit admission to:

- (1) pupils within an age group or grade level;
 - (2) pupils who are eligible to participate in the graduation incentives program under section 124D.68;
- or
- (3) residents of a specific geographic area in which the school is located when the majority of students served by the school are members of underserved populations.

(b) A charter school, including its preschool or prekindergarten program established under section 124E.06, subdivision 3, paragraph (b), must enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lot. The charter school must develop and publish, including on its website, a lottery policy and process that it must use when accepting pupils by lot.

(c) Admission to a charter school must be free to any eligible pupil who resides within the state. A charter school must give enrollment preference to a Minnesota resident pupil over pupils that do not reside in Minnesota. A charter school must require a pupil who does not reside in Minnesota to annually apply to enroll in accordance with paragraphs (a) to (f). A charter school must give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the school's staff before accepting other pupils by lot. A staff member eligible for an enrollment preference for their child, including a foster child, must be an individual employed at the school whose employment is stipulated in advance to total at least 480 hours in a school calendar year. A charter school that is located in Duluth township in St. Louis County and admits students in kindergarten through grade 6 must give enrollment preference to students residing within a five-mile radius of the school and to the siblings of enrolled children.

(d) A person may not be admitted to a charter school: (1) as a kindergarten pupil, unless the pupil is at least five years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences; or (2) as a first grade student, unless the pupil is at least six years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten; except that a charter school may establish and publish on its website a policy for admission of selected pupils at an earlier age, consistent with the enrollment process in paragraphs (b) and (c).

(e) Except as permitted in paragraphs (d) and (i), a charter school, including its preschool or prekindergarten program established under section 124E.06, subdivision 3, paragraph (b), may not limit

admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability and may not establish any criteria or requirements for admission that are inconsistent with this section.

(f) The charter school or any agent of the school must not distribute any services or goods, payments, or other incentives of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in a charter school.

(g) Once a student who resides in Minnesota is enrolled in the school in kindergarten through grade 12, or in the school's free preschool or prekindergarten program under section 124E.06, subdivision 3, paragraph (b), the student is considered enrolled in the school until the student formally withdraws, the school receives a request for the transfer of educational records from another school, the school receives a written election by the parent or legal guardian of the student withdrawing the student, or the student is expelled under the Pupil Fair Dismissal Act in sections 121A.40 to 121A.56.

(h) A charter school with at least 90 percent of enrolled students who are eligible for special education services and have a primary disability of deaf or hard-of-hearing may enroll prekindergarten pupils with a disability under section 126C.05, subdivision 1, paragraph (a), and must comply with the federal Individuals with Disabilities Education Act under Code of Federal Regulations, title 34, section 300.324, subsection (2), clause (iv).

(i) A charter school serving at least 90 percent of enrolled students who are eligible for special education services and have a primary disability of deaf, deafblind, or hard-of-hearing may give enrollment preference to students who are eligible for special education services and have a primary disability of deaf, deafblind, or hard-of-hearing. The charter school may not limit admission based on the student's eligibility for additional special education services.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 8; 1Sp1995 c 3 art 9 s 2; 1996 c 412 art 4 s 2; 1998 c 397 art 2 s 7,164; art 11 s 3; 2000 c 489 art 6 s 20; 2009 c 96 art 2 s 41; 1Sp2011 c 11 art 2 s 29; 2013 c 116 art 4 s 1; 2014 c 272 art 3 s 38,39; 1Sp2015 c 3 art 4 s 4,10; 1Sp2017 c 5 art 2 s 41; 2018 c 182 art 1 s 32; 2023 c 55 art 6 s 10; 2024 c 109 art 6 s 15

124E.12 EMPLOYMENT.

Subdivision 1. **Teachers.** A charter school, excluding its preschool or prekindergarten program established under section 124E.06, subdivision 3, must employ or contract with necessary teachers, as defined by section 122A.06, subdivision 2, or contract with a cooperative formed under chapter 308A to provide necessary teachers, who hold valid licenses to perform the particular service for which they are employed in the school. A charter school may not contract with a CMO or EMO to provide necessary teachers. A charter school's preschool or prekindergarten program must employ or contract with teachers knowledgeable in early childhood curriculum content, assessment, native and English language programs, and instruction established under section 124E.06, subdivision 3. The commissioner may reduce the charter school's state aid under section 127A.43 if the school employs a teacher who is not appropriately licensed or approved by the Professional Educator Licensing and Standards Board. The school may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services. The school may discharge teachers and nonlicensed employees. The charter school board is subject to section 181.932 governing whistle-blowers. When offering employment to a prospective employee, a charter school must give that employee a written description of the terms and conditions of employment and the school's personnel policies.

Subd. 2. **Administrators.** (a) A charter school board of directors must establish qualifications for all persons who hold administrative, academic supervision, or instructional leadership positions. The qualifications

must include a requirement that a person hold a minimum of a four-year degree from an accredited institution or equivalent experience. Other qualifications for these positions shall include, as appropriate for the specific position: instruction and assessment, curriculum design, human resource and personnel management, professional ethics, child development, financial management, legal and compliance management, special education oversight, contract management, effective communication, cultural competency, board and authorizer relationships, parent relationships, and community partnerships. A charter school board of directors must use those qualifications as the basis for the job description, hiring process, and performance evaluation of the charter school director or chief administrator. The charter school director or chief administrator must use those qualifications as the basis for the job descriptions, hiring, and performance reviews for the administrative staff, academic program supervisors, and instructional leaders who report to the charter school director or chief administrator.

(b) A person who does not hold a valid administrator's license may perform administrative, academic supervision, or instructional leadership duties. A person without a valid administrator's license serving as a charter school director or chief administrator must complete a minimum of 25 hours annually of competency-based training corresponding to the individual's annual professional development needs and plan approved by the charter school board of directors. Training includes but is not limited to: instruction and curriculum; state standards; teacher and staff hiring, development, support, and evaluation; social-emotional learning; data collection and usage; assessment methodologies; use of technology for learning and management; charter school law and requirements; code of professional ethics; financial management and state accounting requirements; grant management; legal and compliance management; special education management; health and safety laws; restorative justice; cultural competencies; effective communication; parent relationships; board and management relationships; community partnerships; charter contract and authorizer relationships; and public accountability.

(c) A person serving as a charter school director or chief administrator with a valid administrator's license must complete a minimum of ten hours of competency-based training during the first year of employment on the following: charter school law and requirements, board and management relationships, and charter contract and authorizer relationships.

(d) The training a person must complete under paragraphs (b) and (c) may not be self-instructional. The organization or instructor providing the training must certify completion of the training. The person must submit the certification of completion of training to the charter school board of directors and certifications must be maintained in the personnel file. Completing required training must be a component of annual performance evaluations.

(e) All professional development training completed by the charter school director or chief administrator in the previous academic year must be documented in the charter school's annual report.

(f) No charter school administrator may serve as a paid administrator or consultant with another charter school without the knowledge and a two-thirds vote of approval of the boards of directors of the charter schools involved in such an arrangement. The boards of directors involved in such arrangements must send notice of this arrangement to authorizers upon approval by the boards.

(g) No charter school administrator may serve on the board of directors of another charter school, except that an individual serving as an administrator serving more than one school under paragraph (f) may serve on each board as an ex-officio member.

Subd. 3. **Collective bargaining.** Employees of the board of directors of a charter school may, if otherwise eligible, organize under chapter 179A and comply with its provisions. The board of directors of a charter

school is a public employer, for the purposes of chapter 179A, when forming one or more bargaining units at the school. Bargaining units at the school must be separate from any other units within an authorizing district, except that bargaining units may remain part of the appropriate unit within an authorizing district if the employees of the school, the board of directors of the school, the exclusive representative of the appropriate unit in the authorizing district, and the board of the authorizing district agree to include the employees in the appropriate unit of the authorizing district. The board of directors of a charter school with employees organized under this subdivision must comply with sections 471.6161 governing group insurance and 471.895 governing gifts.

Subd. 4. Teacher and other employee retirement. (a) Teachers in a charter school must be public school teachers for the purposes of chapters 354 and 354A governing the Teacher Retirement Act.

(b) Except for teachers under paragraph (a), employees in a charter school must be public employees for the purposes of chapter 353 governing the Public Employees Retirement Act.

Subd. 5. Group health insurance. (a) A charter school board with at least 25 employees or a teacher cooperative of licensed teachers providing instruction under a contract between a school and a cooperative that provides group health insurance coverage shall:

(1) request proposals for group health insurance coverage from a minimum of three sources at least every two years; and

(2) notify employees covered by the group health insurance coverage before the effective date of the changes in the group coverage policy contract.

(b) A charter school board or a cooperative of teachers that provides group health insurance coverage must establish and publish on its website the policy for purchasing group health insurance coverage. A charter school board policy must include a sealed proposal process, which requires all proposals to be opened at the same time. Upon opening the proposals according to the school or cooperative policy, the proposals become public data under chapter 13.

Nothing in this subdivision supersedes the right of an exclusive representative to negotiate the terms and conditions of employment.

Subd. 6. Leave to teach in a charter school. If a teacher employed by a district makes a written request for an extended leave of absence to teach at a charter school, the district must grant the leave. The district must grant a leave not to exceed a total of five years. Any request to extend the leave shall be granted only at the discretion of the school board. The district may require a teacher to make the request for a leave or extension of leave before February 1 in the school year preceding the school year in which the teacher intends to leave, or February 1 of the calendar year in which the teacher's leave is scheduled to terminate. Except as otherwise provided in this subdivision and section 122A.46, subdivision 7, governing employment in another district, the leave is governed by section 122A.46, including, but not limited to, reinstatement, notice of intention to return, seniority, salary, and insurance.

During a leave, the teacher may continue to aggregate benefits and credits in the Teachers' Retirement Association account under chapters 354 and 354A, consistent with subdivision 4.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 9; 1Sp1995 c 3 art 9 s 2; 1Sp1997 c 4 art 5 s 9; 1998 c 397 art 2 s 9,16-18,164; art 11 s 3; 1999 c 241 art 5 s 11; 2000 c 489 art 6 s 21; 1Sp2003 c 9 art 2 s 25; 2009 c 96 art 2 s 41; 2014 c 279 s 6,7; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 9; 1Sp2017 c 5 art 12 s 22; 2023 c 55 art 6 s 11; 2024 c 109 art 6 s 16,17

124E.13 FACILITIES.

Subdivision 1. **Leased space.** A charter school may lease space from: an independent or special school board; other public organization; private, nonprofit, nonsectarian organization; private property owner; or a sectarian organization if the leased space is constructed as a school facility. In all cases, the eligible lessor must also be the building owner. The commissioner must review and approve or disapprove lease aid applications in a timely manner to determine eligibility for lease aid under section 124E.22.

Subd. 2. **Related party lease costs.** (a) A charter school must not enter into a lease of real property with a related party unless the lessor is a nonprofit corporation under chapter 317A or a cooperative under chapter 308A, and the lease cost is reasonable under section 124E.22, paragraph (a), clause (1).

(b) A related party permitted to enter into a lease under paragraph (a) must include the following statement in the lease: "This lease is subject to Minnesota Statutes, section 124E.13, subdivision 2."

(c) If a charter school leases space from a related party and the charter school subsequently closes, the commissioner has the right to recover from the related party any lease payments in excess of those that are reasonable under section 124E.22, paragraph (a), clause (1).

Subd. 3. **Affiliated nonprofit building corporation.** (a) An affiliated nonprofit building corporation may purchase, expand, or renovate an existing facility to serve as a school or may construct a new school facility. One charter school may organize an affiliated nonprofit building corporation that serves only that charter school if the charter school:

- (1) has operated for at least six consecutive years;
 - (2) as of June 30, has a net positive unreserved general fund balance in the preceding three fiscal years;
 - (3) has long-range strategic and financial plans that include enrollment projections for at least five years;
 - (4) completes a feasibility study of facility options that outlines the benefits and costs of each option;
- and

- (5) has a plan that describes project parameters and budget.

(b) An affiliated nonprofit building corporation under this subdivision must:

- (1) be incorporated under chapter 317A;
- (2) comply with applicable Internal Revenue Service regulations, including regulations for "supporting organizations" as defined by the Internal Revenue Service;
- (3) post on the school website the name, mailing address, bylaws, minutes of board meetings, and names of the current board of directors of the affiliated nonprofit building corporation;
- (4) submit to the commissioner a copy of its annual audit by December 31 of each year; and
- (5) comply with government data practices law under chapter 13.

(c) An affiliated nonprofit building corporation must not serve as the leasing agent for property or facilities it does not own. A charter school that leases a facility from an affiliated nonprofit building corporation that does not own the leased facility is ineligible to receive charter school lease aid. The state is immune from liability resulting from a contract between a charter school and an affiliated nonprofit building corporation.

(d) The board of directors of the charter school must ensure the affiliated nonprofit building corporation complies with all applicable legal requirements. The charter school's authorizer must oversee the efforts of the board of directors of the charter school to ensure legal compliance of the affiliated building corporation. A school's board of directors that fails to ensure the affiliated nonprofit building corporation's compliance violates its responsibilities and an authorizer must consider that failure when evaluating the charter school.

Subd. 4. Positive review and comment. If the amount of a purchase agreement or construction contract exceeds the review and comment threshold, a charter school or its affiliated nonprofit building corporation must receive a positive review and comment from the commissioner before initiating any purchase agreement or construction contract. Without a positive review and comment from the commissioner, a purchase agreement or construction contract under this subdivision is null and void. For purposes of this subdivision, "review and comment threshold" means the dollar amount specified in section 123B.71, subdivision 8, applicable to a school entity that is not a recipient of a maximum effort capital loan.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 10; 1994 c 647 art 9 s 2; 1Sp1995 c 3 art 9 s 2; art 16 s 13; 1998 c 397 art 2 s 164; 1Sp2001 c 6 art 2 s 25; 2003 c 130 s 12; 1Sp2003 c 9 art 12 s 11; 2007 c 146 art 2 s 24; 2009 c 96 art 2 s 41; 1Sp2011 c 11 art 2 s 29; 2012 c 239 art 2 s 14; 2013 c 116 art 4 s 1; 2014 c 272 art 3 s 40,41; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 10; 2023 c 55 art 6 s 12,13; 2024 c 115 art 6 s 1

124E.14 CONFLICTS OF INTEREST.

(a) No member of the board of directors, employee, officer, or agent of a charter school shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when:

- (1) the board member, employee, officer, or agent;
- (2) the immediate family member of the board member, employee, officer, or agent;
- (3) the partner of the board member, employee, officer, or agent; or
- (4) an organization that employs, or is about to employ any individual in clauses (1) to (3),

has a financial or other interest in the entity with which the charter school is contracting. A violation of this prohibition renders the contract void.

(b) The conflict of interest provisions under this section do not apply to compensation paid to a teacher employed as a teacher by the charter school or a teacher who provides instructional services to the charter school through a cooperative formed under chapter 308A when the teacher also serves on the charter school board of directors.

(c) A charter school board member, employee, or officer is a local official for purposes of section 471.895 with regard to receipt of gifts as defined under section 10A.071, subdivision 1, paragraph (b). A board member, employee, or officer must not receive compensation from a group health insurance provider.

(d) No charter school employee or board member may serve on the board or decision-making committee of the school's authorizer. An employee or school board member must disclose to the school's board of directors any paid compensation they receive from the school's authorizer.

History: 1Sp2001 c 6 art 2 s 20; 2009 c 96 art 2 s 41; 2013 c 116 art 4 s 1; 2014 c 279 s 5; 1Sp2015 c 3 art 4 s 10; 2024 c 85 s 24; 2024 c 109 art 6 s 18

124E.15 TRANSPORTATION.

(a) A charter school must comply with all pupil transportation requirements in section 123B.88, subdivision 1. A charter school must not require parents to surrender their rights to pupil transportation under section 123B.88, subdivision 2.

(b) A charter school must notify the district in which the school is located and the commissioner by July 1 of its first fiscal year of operation if it will provide its own transportation or use the transportation services of the district in which it is located. For each subsequent year of operation, a charter school must give that district and the commissioner notice by March 1 for the following fiscal year.

(c) If a charter school elects to provide transportation for pupils, the charter school must provide the transportation within the district in which the charter school is located. The state must pay transportation aid to the charter school according to section 124E.23.

(d) For pupils who reside outside the district in which the charter school is located, the charter school is not required to provide or pay for transportation between the pupil's residence and the border of the district in which the charter school is located. The charter school may reimburse a parent for costs of transportation from the pupil's residence to the border of the district in which the charter school is located if the pupil is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week.

(e) If a charter school does not elect to provide transportation, the district in which the school is located must provide transportation, according to sections 123B.88, subdivision 6, governing transporting nonresident pupils, and 124D.03, subdivision 8, for a pupil residing in the same district in which the charter school is located. The district in which the charter school is located may provide transportation, according to sections 123B.88, subdivision 6, and 124D.03, subdivision 8, governing open enrollment transportation, for a pupil residing in a different district. If the district provides the transportation, the scheduling of routes, manner and method of transportation, control and discipline of the pupils, and any other matter relating to the transportation of pupils under this paragraph is within the sole discretion, control, and management of the district.

(f) The charter school must provide the parent or guardian with information about transportation when a pupil enrolls.

History: 1991 c 265 art 9 s 3; 1Sp1995 c 3 art 9 s 2; 1998 c 397 art 2 s 14,164; art 11 s 3; 2003 c 130 s 12; 1Sp2003 c 9 art 2 s 24; 2006 c 263 art 2 s 15; 2014 c 272 art 3 s 38; 1Sp2015 c 3 art 4 s 4,10; 2016 c 189 art 26 s 11

124E.16 REPORTS.

Subdivision 1. **Audit report.** (a) A charter school is subject to the same financial audits, audit procedures, and audit requirements as a district, except as required under this subdivision. Audits must be conducted in compliance with generally accepted governmental auditing standards, the federal Single Audit Act, if applicable, and section 6.65 governing auditing procedures. The audit must comply with the requirements of sections 123B.75 to 123B.83 governing school district finance, except when the commissioner and authorizer approve a deviation made necessary because of school program finances. The commissioner, state auditor, legislative auditor, or authorizer may conduct financial, program, or compliance audits. A charter school in statutory operating debt under sections 123B.81 to 123B.83 must submit a plan under section 123B.81, subdivision 4.

(b) The charter school must submit an audit report to the commissioner and its authorizer annually by December 31.

(c) The charter school, with the assistance of the auditor conducting the audit, must include with the report, as supplemental information: (1) a copy of a new management agreement or an amendment to a current agreement with a CMO or EMO signed during the audit year; and (2) a copy of a service agreement or contract with a company or individual totaling over five percent of the audited expenditures for the most recent audit year. The agreements must detail the terms of the agreement, including the services provided and the annual costs for those services.

(d) A charter school independent audit report shall include audited financial data of an affiliated building corporation under section 124E.13, subdivision 3, or other component unit.

(e) If the audit report finds that a material weakness exists in the financial reporting systems of a charter school, the charter school must submit a written report to the commissioner explaining how the charter school will resolve that material weakness. An auditor, as a condition of providing financial services to a charter school, must agree to make available information about a charter school's financial audit to the commissioner and authorizer upon request.

Subd. 2. Annual public reports. (a) A charter school must publish an annual report approved by the board of directors. The annual report must at least include information on school enrollment, student attrition, governance and management, staffing, finances, management agreements with a CMO or EMO, academic performance, innovative practices and implementation, and future plans. A charter school may combine this report with the reporting required under section 120B.11 governing comprehensive achievement and civic readiness. A charter school must post the annual report on the school's official website. A charter school also must distribute the annual report by publication, mail, or electronic means to its authorizer, school employees, and parents and legal guardians of students enrolled in the charter school. The reports are public data under chapter 13.

(b) An authorizer must submit an annual public report in a manner specified by the commissioner by January 15 for the previous school year ending June 30 that shall at least include key indicators of school academic, operational, and financial performance. The report is part of the system to evaluate authorizer performance under section 124E.05, subdivision 5.

Subd. 3. Public accounting and reporting CMO and EMO agreements. (a) A charter school that enters into a management agreement with a CMO or EMO must:

(1) publish on the charter school website for at least 20 business days the proposed final agreement for public review and comment before the school board may adopt the contract or agreement. Any changes made to the posted agreement during the public review period or any proposed amendments to the agreement once adopted must be posted for 20 business days before the board may adopt the amendments to the contract;

(2) annually publish on the charter school website a statement of assurance that no member of the school board, staff, or any agent of the school has been promised or received any form of compensation or gifts from the CMO or EMO and that no board member, employee, or agent of the CMO or EMO or any of the organization affiliates or providers serve on the charter school board; and

(3) conduct an independent review and evaluation of the services provided by the CMO or EMO and publish the evaluation on the school's website at least 30 business days before the end of the current contract.

(b) A management agreement with a CMO or EMO must contain the following:

- (1) the term of the contract, not to exceed five years;
 - (2) the total dollar value of the contract including the annual projected costs of services;
 - (3) a description and terms of the services to be provided during the term of the contract;
 - (4) notice that a charter school closure during the term of the contract by action of the authorizer or the school's board results in the balance of the current contract becoming null and void;
 - (5) an annual statement of assurance to the charter school board that the CMO or EMO provided no compensation or gifts to any charter school board member, staff member, or agent of the charter school;
 - (6) an annual statement of assurance that no charter school board member, employee, contractor, or agent of the CMO or EMO or any affiliated organization is a board member of the charter school or any other charter school;
 - (7) the policies and protocols that meet federal and state laws regarding student and personnel data collection, usage, access, retention, disclosure and destruction, and indemnification and warranty provisions in case of data breaches by the CMO or EMO; and
 - (8) an annual assurance that all assets purchased on behalf of the charter school using public funds remain assets of the school.
- (c) The CMO or EMO must annually provide the charter school board a financial report by July 31 that accounts for income and expenditures for the previous fiscal year using the account categories in uniform financial accounting and reporting standards.
- (d) Any agreement with a CMO or EMO containing any of the following provisions is null and void:
- (1) restrictions on the charter school's ability to operate a school upon termination of the agreement;
 - (2) restrictions on the annual or total amount of the school's operating surplus or fund balance;
 - (3) authorization to allow a CMO or EMO to withdraw funds from a charter school account; or
 - (4) authorization to allow a CMO or EMO to loan funds to the charter school.
- (e) A CMO or EMO or its affiliates, employees, or agents may not contract with, be employed by, or serve on the board of an authorizer. An authorizer or its affiliates, employees, or agents may not contract with, be employed by, serve as a paid consultant for, or serve as a board member of a CMO or EMO.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 14 s 16; 1994 c 465 art 2 s 1; 1Sp1995 c 3 art 9 s 2; art 16 s 13; 1998 c 397 art 2 s 6,12,164; art 11 s 3; 1998 c 398 art 5 s 55; 2000 c 489 art 6 s 19; 1Sp2001 c 6 art 2 s 22,23; 2003 c 130 s 12; 2009 c 96 art 2 s 41; 2010 c 382 s 27; 1Sp2011 c 11 art 2 s 29; 2013 c 116 art 4 s 1; 2014 c 272 art 3 s 37; 1Sp2015 c 3 art 4 s 4,6,10; 2016 c 189 art 26 s 12; art 28 s 7; 2023 c 55 art 6 s 14; 2024 c 109 art 2 s 31; art 6 s 19

124E.17 DISSEMINATION OF INFORMATION.

Subdivision 1. **Charter school information.** (a) Charter schools must disseminate information about the school's offerings and enrollment procedures to families that reflect the diversity of Minnesota's population and targeted groups. Targeted groups include low-income families and communities, students of color, students at risk of academic failure, and students underrepresented in the school's student body relative to Minnesota's population. The school must document its dissemination activities in the school's annual report.

The school's dissemination activities must be a component of the authorizer's performance review of the school.

(b) Authorizers and the commissioner must disseminate information to the public on how to form and operate a charter school. Authorizers, operators, and the commissioner also may disseminate information to interested stakeholders about the successful best practices in teaching and learning demonstrated by charter schools.

Subd. 2. Financial information. (a) Upon request of an individual, the charter school must make available in a timely fashion financial statements showing all operations and transactions affecting the school's income, surplus, and deficit during the last annual accounting period; and a balance sheet summarizing assets and liabilities on the closing date of the accounting period.

(b) Upon request of an individual, an authorizer must make available in a timely fashion financial statements showing all operations and transactions affecting the authorizer's income, surplus, and deficit during the last annual accounting period, and a balance sheet summarizing assets and liabilities on the closing date of the accounting period.

History: 1991 c 265 art 9 s 3; 1993 c 224 art 9 s 11; 1Sp1995 c 3 art 9 s 2; art 16 s 13; 1998 c 397 art 2 s 164; 2003 c 130 s 12; 2009 c 96 art 2 s 41; 2012 c 239 art 2 s 10; 2013 c 116 art 4 s 1; 1Sp2015 c 3 art 4 s 3,10; 2016 c 189 art 26 s 13; 2024 c 109 art 6 s 20

FINANCE

124E.20 GENERAL EDUCATION REVENUE.

Subdivision 1. Revenue calculation. (a) General education revenue must be paid to a charter school as though it were a district. The general education revenue for each adjusted pupil unit is the state average general education revenue per pupil unit, plus the referendum equalization aid allowance and first tier local optional aid allowance in the pupil's district of residence, minus an amount equal to the product of the formula allowance according to section 126C.10, subdivision 2, times .0466, calculated without declining enrollment revenue, local optional revenue, basic skills revenue, extended time revenue, pension adjustment revenue, transition revenue, and transportation sparsity revenue, plus declining enrollment revenue, basic skills revenue, pension adjustment revenue, and transition revenue as though the school were a school district.

(b) For a charter school operating an extended day, extended week, or summer program, the general education revenue in paragraph (a) is increased by an amount equal to 25 percent of the statewide average extended time revenue per adjusted pupil unit.

(c) Notwithstanding paragraph (a), the general education revenue for an eligible special education charter school as defined in section 124E.21, subdivision 2, equals the sum of the amount determined under paragraph (a) and the school's unreimbursed cost as defined in section 124E.21, subdivision 2, for educating students not eligible for special education services.

Subd. 2. Use of total operating capital revenue. Notwithstanding section 126C.10, subdivision 14, a charter school may use total operating capital revenue for any purpose related to the school.

History: 1991 c 265 art 9 s 43; 1Sp1995 c 3 art 8 s 4; 1996 c 412 art 7 s 5,7; 1998 c 397 art 2 s 89,164; art 11 s 3; 1998 c 398 art 1 s 10; 1999 c 241 art 1 s 2; 2000 c 489 art 2 s 4; 1Sp2003 c 9 art 2 s 26; 1Sp2005 c 5 art 2 s 63; 2013 c 116 art 4 s 2; 2014 c 312 art 15 s 5; 1Sp2015 c 3 art 1 s 1; art 4 s 10; art 5 s 4; 1Sp2019 c 11 art 1 s 9

124E.21 SPECIAL EDUCATION AID.

Subdivision 1. **Special education aid.** (a) Except as provided in section 124E.23, special education aid, excluding cross subsidy reduction aid under section 125A.76, subdivision 2e, must be paid to a charter school according to section 125A.76, as though it were a school district.

(b) For fiscal year 2020 and later, the special education aid paid to the charter school shall be adjusted as follows:

(1) if the charter school does not receive general education revenue on behalf of the student according to section 124E.20, the aid shall be adjusted as provided in section 125A.11; or

(2) if the charter school receives general education revenue on behalf of the student according to section 124E.20, the aid shall be adjusted as provided in section 127A.47, subdivision 7, paragraphs (b) to (e), and if the tuition adjustment is computed under section 127A.47, subdivision 7, paragraph (c), it shall also receive an adjustment equal to five percent for fiscal year 2020 or ten percent for fiscal year 2021 and later of the unreimbursed cost of providing special education and services for the student.

Subd. 2. **Definitions.** (a) For purposes of subdivision 3, the terms in this subdivision have the meanings given.

(b) "Unreimbursed costs" means the difference between the total cost of educating students at the school and the total of state and federal aids and grants, excluding aid under subdivision 3 and section 124E.20, subdivision 1, paragraph (c).

(c) "Eligible special education charter school" means a charter school:

(1) where the percent of students eligible for special education services equals at least 90 percent of the charter school's total enrollment; and

(2) that submits to the commissioner a preliminary annual budget by June 15 prior to the start of the fiscal year and a revised budget by January 15 of the current fiscal year detailing its unreimbursed costs for educating students eligible and not eligible for special education services.

Subd. 3. **Special education aid for eligible special education charter schools.** (a) Notwithstanding subdivision 1, the special education aid for an eligible special education charter school equals the sum of the school's special education aid under subdivision 1, paragraph (a), and the school's approved unreimbursed cost for educating students eligible for special education services.

(b) The commissioner must review the budget data submitted by an eligible special education charter school under subdivision 2 and notify the school of the approved unreimbursed cost to be used for current aid payments within 30 days of receiving the budget from the school.

(c) For purposes of section 127A.45, subdivision 13, the aid under this subdivision is not subject to the 97.4 percent current fiscal year special education aid entitlement provision.

(d) Final aid payments must be calculated using the actual unreimbursed costs as determined by the department based on year-end financial and student data submitted by the charter school.

History: 1991 c 265 art 9 s 43; 1994 c 647 art 3 s 11; 1Sp1995 c 3 art 8 s 4; 1996 c 412 art 7 s 8; 1997 c 7 art 1 s 52; 1Sp1997 c 4 art 2 s 4; 1998 c 397 art 2 s 91,164; art 11 s 3; 2000 c 254 s 17; 1Sp2001 c 6 art 8 s 2; 1Sp2005 c 5 art 3 s 5; 2013 c 116 art 5 s 2; 1Sp2015 c 3 art 4 s 10; art 5 s 5-7; 1Sp2019 c 11 art 4 s 1

124E.22 BUILDING LEASE AID.

(a) When a charter school finds it economically advantageous to rent or lease a building or land for any instructional purpose and it determines that the total operating capital revenue under section 126C.10, subdivision 13, is insufficient for this purpose, it may apply to the commissioner for building lease aid in the form and manner prescribed by the commissioner. The commissioner must review and either approve or deny a lease aid application using at least the following criteria:

(1) the reasonableness of the price based on current market values;

(2) the extent to which the lease conforms to applicable state laws and rules; and

(3) the appropriateness of the proposed lease in the context of the space needs and financial circumstances of the charter school. The commissioner must approve aid only for a facility lease that has (i) a sum certain annual cost and (ii) a closure clause to relieve the charter school of its lease obligations at the time the charter contract is terminated or not renewed. The closure clause under item (ii) must not be constructed or construed to relieve the charter school of its lease obligations in effect before the charter contract is terminated or not renewed.

(b) A charter school must not use the building lease aid it receives for custodial, maintenance service, utility, or other operating costs.

(c) The amount of annual building lease aid for a charter school shall not exceed the lesser of (1) 90 percent of the approved cost or (2) the product of the charter school building lease aid pupil units served for the current school year times \$1,314.

(d) A charter school's building lease aid pupil units equals the sum of the charter school pupil units under section 126C.05 and the pupil units for the portion of the day that the charter school's enrolled students are participating in the Postsecondary Enrollment Options Act under section 124D.09 and not otherwise included in the pupil count under section 126C.05.

History: *1Sp1997 c 4 art 5 s 13; 1998 c 397 art 2 s 164; art 11 s 3; 1998 c 398 art 1 s 12; 1999 c 241 art 5 s 12; 1Sp2001 c 6 art 2 s 27; 1Sp2003 c 9 art 2 s 28; 1Sp2011 c 11 art 2 s 30; 2013 c 116 art 4 s 4; 2014 c 272 art 3 s 42; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 14; 1Sp2017 c 5 art 2 s 42; 2024 c 115 art 6 s 2*

124E.23 TRANSPORTATION REVENUE.

Transportation revenue must be paid to a charter school that provides transportation services according to section 124E.15, according to this section. Transportation aid shall equal transportation revenue.

In addition to the revenue under section 124E.20, a charter school providing transportation services must receive general education aid equal to the sum of the product of (1) an amount equal to the product of the formula allowance according to section 126C.10, subdivision 2, times .0466, plus the transportation sparsity allowance for the school district in which the charter school is located times (2) the adjusted pupil units, plus the product of \$223 times the extended time pupil units.

History: *1Sp1995 c 3 art 8 s 4; 1996 c 412 art 7 s 6; 1998 c 397 art 2 s 90,164; art 11 s 3; 1998 c 398 art 1 s 11; 1Sp2003 c 9 art 2 s 27; 1Sp2005 c 5 art 2 s 64; 2013 c 116 art 4 s 3; 1Sp2015 c 3 art 4 s 10*

124E.24 OTHER AID, GRANTS, AND REVENUE.

(a) A charter school is eligible to receive other aids, grants, and revenue according to chapters 120A to 129C, as though it were a district.

(b) Notwithstanding paragraph (a), a charter school may not receive aid, a grant, or revenue if a levy is required to obtain the money, or if the aid, grant, or revenue replaces levy revenue that is not general education revenue, except as otherwise provided in this chapter.

(c) Federal aid received by the state must be paid to the school, if it qualifies for the aid, as though it were a school district.

(d) A charter school may receive money from any source for capital facilities needs. In the year-end report to the commissioner, the charter school shall report the total amount of funds it received from grants and other outside sources.

History: 1991 c 265 art 9 s 43; 1994 c 647 art 9 s 10; 1Sp1995 c 3 art 8 s 4; 1Sp1997 c 4 art 5 s 14; 1998 c 397 art 2 s 92,164; art 11 s 3; 1998 c 398 art 5 s 55; 1999 c 241 art 5 s 13; 2000 c 489 art 6 s 24; 1Sp2003 c 9 art 2 s 29; 1Sp2005 c 5 art 2 s 65; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 15

124E.25 PAYMENT OF AIDS TO CHARTER SCHOOLS.

Subdivision 1. **Payments.** Notwithstanding section 127A.45, subdivision 3, if the current year aid payment percentage under section 127A.45, subdivision 2, paragraph (d), is 90 or greater, aid payments for the current fiscal year to a charter school shall be of an equal amount on each of the 24 payment dates. Notwithstanding section 127A.45, subdivision 3, if the current year aid payment percentage under section 127A.45, subdivision 2, paragraph (d), is less than 90, aid payments for the current fiscal year to a charter school shall be of an equal amount on each of the 16 payment dates in July through February.

Subd. 1a. **School closures; payments.** (a) Notwithstanding subdivision 1 and section 127A.45, for a charter school ceasing operation on or before June 30, for the payment periods occurring after the school ceases serving students, the commissioner shall withhold the estimated state aid owed the school. The charter school board of directors and authorizer must submit to the commissioner a closure plan under chapter 317A, and financial information about the school's liabilities and assets. After receiving the closure plan, financial information, an audit of pupil counts, and documented lease expenditures from the charter school and monitoring special education expenditures, the commissioner may release cash withheld and may continue regular payments up to the current year payment percentages if further amounts are owed. If, based on audits and monitoring, the school received state aid in excess of the amount owed, the commissioner shall retain aid withheld sufficient to eliminate the aid overpayment.

(b) For a charter school ceasing operations before or at the end of a school year, notwithstanding section 127A.45, subdivision 3, the commissioner may make preliminary final payments after the school submits the closure plan, an audit of pupil counts, documented lease expenditures, and Uniform Financial Accounting and Reporting Standards (UFARS) financial data and the commissioner monitors special education expenditures for the final year of operation. The commissioner may make the final payment after receiving audited financial statements under section 123B.77, subdivision 3.

(c) Notwithstanding sections 317A.701 to 317A.791, after closing a charter school and satisfying creditors, remaining cash and investment balances shall be returned by the commissioner to the state general fund.

Subd. 2. **Requirements.** (a) To receive state aid payments under this section, a charter school in its first three years of operation must submit to the commissioner a school calendar in the form and manner requested by the commissioner and a quarterly report. The quarterly report must list each student by grade, show the student's start and end dates, if applicable, and, for any student participating in a learning year program, the report must list the hours and times of learning year activities. The charter school must submit the report to the commissioner not more than two weeks after the end of the calendar quarter. The commissioner must develop a web-based reporting form for charter schools to use when submitting quarterly enrollment reports.

(b) To receive state aid payments under this section, a charter school in its fourth and subsequent year of operation must submit a school calendar and enrollment information to the commissioner in the form and manner requested by the commissioner.

(c) A charter school must have a valid, signed contract under section 124E.10, subdivision 1, on file with the commissioner at least 15 days before the date of first payment of state aid for the fiscal year.

(d) The commissioner shall compute state aid entitlements for a charter school only for the portion of a school year for which it has a valid, signed contract under section 124E.10, subdivision 1.

Subd. 3. **Aid reductions.** (a) The commissioner may reduce a charter school's state aid under section 127A.42 or 127A.43 if the charter school board fails to correct a violation under this chapter.

(b) The commissioner may reduce a charter school's state aid by an amount not to exceed 60 percent of the charter school's basic revenue for the period of time a law was violated.

Subd. 4. **Aid withholding.** (a) If a charter school fails to comply with the commissioner's directive to return, for cause, federal or state funds administered by the department, the commissioner may withhold an amount of state aid sufficient to satisfy the directive.

(b) If after receiving an undisputed invoice for goods and services, a charter school fails to pay the state of Minnesota, a school district, intermediate school district, or service cooperative within the timeline under section 471.425, the commissioner may withhold an amount of state aid sufficient to satisfy the claim and shall distribute the withheld aid to the interested state agency, school district, intermediate school district, or service cooperative. An interested state agency, school district, intermediate school district, or education cooperative shall notify the commissioner when a charter school fails to pay an undisputed invoice within 75 business days of when it received the original invoice.

History: 1999 c 241 art 5 s 14; 1Sp2001 c 6 art 2 s 28; 2002 c 374 art 1 s 1; 2003 c 130 s 12; 1Sp2003 c 9 art 5 s 5; 2004 c 294 art 2 s 14; 2006 c 263 art 2 s 16; 2009 c 96 art 2 s 41,42; 1Sp2011 c 11 art 2 s 31; art 5 s 3; 1Sp2015 c 3 art 4 s 8,10; 2016 c 189 art 26 s 16; 2023 c 55 art 6 s 15

124E.26 USE OF STATE MONEY.

Subdivision 1. **Purchasing buildings.** A charter school may not use state money to purchase land or buildings. The charter school may own land and buildings if obtained through nonstate sources.

Subd. 2. **Procurement policy required.** Prior to the expenditure of any state funds, a charter school must adopt a procurement policy consistent with subdivision 4.

Subd. 3. **All purchases.** All purchases using state funds must be made consistent with the procurement policy adopted under subdivision 2.

Subd. 4. **Required policy components.** A charter school procurement policy must at a minimum include:

- (1) conflict of interest provisions consistent with section 124E.14;
- (2) thresholds for purchases by employees without board approval;
- (3) thresholds for purchases that require competitive bidding processes, except that a competitive bidding process must occur for any procurement estimated to exceed \$25,000; and
- (4) a prohibition on breaking up a procurement into smaller components to avoid the thresholds established in clauses (2) and (3).

Subd. 5. **Reduction in aid.** If a charter school makes a purchase without a procurement policy adopted by the school's board or makes a purchase not in conformity with the school's procurement policy, the commissioner may reduce that charter school's state aid in an amount equal to the purchase.

Subd. 6. **Property, financial investments, and contracting.** A charter school is subject to and must comply with sections 15.054 and 118A.01 to 118A.06 governing government property and financial investments and sections 471.38, 471.391, 471.392, and 471.425 governing municipal contracting.

History: 1991 c 265 art 9 s 43; 1998 c 397 art 2 s 164; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 17; 2024 c 109 art 6 s 21

Statute	to Charter	Requirements	Examples
120B.021	Yes	Align curric	Covers reading, math, science, social studies
120B.115	Yes	Access to r	Support for academic improvement
120B.123	Yes	Instruction	Focus on literacy development
120B.132	Yes	Eligible for	Expands equitable access to rigorous coursework
120B.241	Yes	Must incor	Supports digital readiness
120B.306	Yes	Limits on st	Protects instructional time
124E.06	Yes	Application	Includes affidavit approval by commissioner
124E.07	Yes	Board gove	Parent, teacher, and community representation
124E.10	Yes	Charter cor	Contracts subject to renewal/termination
124E.11	Yes	Admissions	Siblings and staff children may get preference
124E.03	Yes	Compliance	Includes bullying prevention, health and safety
Other Laws	Yes	Must follow	Examples: posting agendas, FERPA compliance, EL support



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Strategic Planning Committee Minutes for September 11, 2025

Members: Jenn Fuchs, Kelly Gutierrez, Terri Gulbransen, Monica Davis, Brendon Schrader, Kierstin Osberghaus, Rita Thorson, Amy Kleinboehl, Eric Molho

Ex-Officio: Terri Gulbransen

Guests:

Absent:

Location: Virtual

Summary

Eric Molho shared initial observations from interviews with board members and school leaders, highlighting the school's strong academic program and governance. Key issues discussed included optimizing school size, managing PSEO funding, and transportation challenges. Concerns about funding gaps and marketing were raised, with a need for better communication. The proposed timeline for stakeholder engagement includes finalizing interviews, developing survey tools, and scheduling focus groups from October 27-29. The survey will run from September 29 to October 10, with a reminder sent on October 15. The meeting also addressed the need to avoid conflicting with other school events, particularly the marathon on October 10.

Action Items

- [] Finalize the survey and get feedback from the group over the next week.
- [] Set up the survey tool and send a test version to the group on September 24th.
- [] Launch the survey and open story collection tool on September 29th.
- [] Begin recruiting for the focus groups on September 29th.
- [] Hold the focus groups during the week of October 27th-29th.
- [] Finalize the stakeholder engagement report summarizing all the data collected.
- [] Coordinate the survey and focus group timeline with the upcoming school events and communications.

Outline

Initial Observations and Feedback

- Eric Molho shares initial observations from interviews with board members and school leaders, emphasizing the academic strength of the school and positive feedback on governance and leadership.
- Discussion on the need to optimize school size and manage funding for PSEO.
- Eric highlights the smooth transition for the executive director role and the board's growing ability to serve the school.
- Jenn Fuchs and Amy Kleinboehl discuss the need for a shared understanding of family engagement and the challenges in defining it.

Operational and Individual Issues

- Eric mentions transportation as a strategic challenge and the need to understand the impact on the school's schedule.
- Individual hot button issues are discussed, including concerns about technology, staffing, and salary.
- Positive feedback on community and culture, with a focus on maintaining a healthy tension between high expectations and academic rigor.
- Eric notes that technology is not a major concern at the moment but may need to be addressed in future strategic planning.

Financial and Marketing Concerns

- Eric discusses the lack of urgency around financial issues, attributing it to the small nature of the study and the board's focus on living within their means.
- Terri Gulbransen and Brendon Schrader emphasize the importance of understanding the funding gap and the need for better communication and marketing.
- Amy Kleinboehl and Kirsten Osberghaus highlight the awareness of funding challenges among teachers and administrators.

Next Steps and Survey Tools

- Eric outlines the next steps for stakeholder engagement, including finalizing interviews, reviewing financial data, and developing survey tools.
- The survey tool will be shared for feedback, with a proposed launch date of September 29.
- Focus groups are tentatively scheduled for October 21-23, with the survey remaining open for two weeks.

- Eric proposes extending the survey window to avoid conflicts with the marathon and other community events.

Communication Plan and Focus Group Logistics

- Terri Gulbransen discusses the communication plan, which will include regular updates through the prep weekly and specific emails from the board.
- Jenn Fuchs raises concerns about the timing of focus groups during the marathon and the potential impact on participation.
- Eric suggests pushing the focus groups back a week to avoid conflicts and extending the survey window.
- Eric plans to spend a day on campus for informal conversations with staff and students as part of the engagement timeline.

Timeline

Month:	Key Tasks:
July, 2025	Finalize contract and scope of work Begin discovery
August, 2025	Strategic Planning Committee meeting Interview staff and Board (in-person and virtual) Draft stakeholder engagement schedule, surveys and facilitation guides Financial Snapshot analysis
September, 2025	Strategic Planning Committee meeting "Your Voice Your Vision" Story collection launched Community and staff surveys launched
October, 2025	Strategic Planning Committee meeting Conduct stakeholder focus groups Data analysis and synthesis Prepare and plan Board retreat
November, 2025	Strategic Planning Committee meeting Board strategic planning retreat Draft strategic plan documents and circulate for feedback
December, 2025	Strategic Planning Committee meeting Draft strategic plan documents and circulate for feedback Refine and strengthen deliverables as needed Final Board presentation and adoption session

Submitted by: Rita Thorson and Terri Gulbransen