



St. Croix Preparatory Academy
Board Meeting Agenda
April 7, 2026

1. Call to Order	
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K. Governance – Policy Approval	182
Policies:	
503 - Student Attendance (no previous policy)	
504 - Student Dress and Appearance (2nd read–technical edits)	
509 - Admission and Enrollment (technical edits)	
516 - Student Medication and Telehealth (technical edits)	
525 - Violence Prevention [Applicable to Students and Staff] (technical edits)	
530 - Immunization Requirements (no previous policy)	
535 - Service Animals in Schools (2nd read–technical edits)	
604 - Instructional Curriculum (technical edits)	
605 - Alternative Educational Services (technical edits)	
606 - Textbooks and Instructional Materials (technical edits–Required Form)	
608 - Instructional Services - Special Education (technical edits)	
609 - Religion and Religious Cultural Observances (2nd read–technical edits)	
610 - Field Trips (technical edits)	
613 - Graduation Requirements (technical edits)	
614 - Charter School Testing Plan and Procedure (technical edits)	
615 - Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504, and LEP Students (no previous policy)	
618 - Assessment of Student Achievement (technical edits)	
619 - Staff Development for Standards (technical edits)	
623 - Mandatory Summer School Instruction (no previous policy)	

- 624 - Online Instruction (no previous policy)
- 701 - Establishment and Adoption of Charter School Budget (no previous policy)
- 701.1 - Modification of Charter School Budget (no previous policy)
- 702 - Accounting (no previous policy)
- 703 - Annual Audit (no previous policy)
- 706 - Acceptance of Gifts (no previous policy)
- 707 - Transportation of Charter School Students (no previous policy)
- 805 - Waste Reduction and Recycling (no previous policy)
- 907 - Rewards (no previous policy)

5. Agenda

- A. Quarterly Reports, Including Fund-A-Need: J. Karetov, A. Kleinboehl, A. Sachariason, P. Rosell
 - 1. Quarterly Report-LS 283
 - a. LS Conference Day Change 287
 - 2. Quarterly Report-MS 289
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- B. 2026-2027 School Calendars Updated with LS Conference Change 299
- C. Approve Open Enrollment Period for Next Year-Moved up to Dec 18 301
- D. Approve Board Calendar for Next Year 302
- E. Affiliated Building Company 303
- F. Board Election Status & Timeframe 314
- G. Finance Committee Update
- H. Annual Designations 315
- I. **Policies:** (1st Reading) **317**
 - 410 - Family and Medical Leave Policy
 - 515 - Protection and Privacy of Pupil Records
 - 621 - Literacy and the Read Act
 - 801 - Equal Access to Charter School Facilities

6. Adjourn Meeting



**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 <ul style="list-style-type: none"> • 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
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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
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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 		

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

Members Absent: Bob Hajlo (Vice-Chair)

Remote Board Members: J. Johnson

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

Board Clerk: Janel Coleman

Guests: Todd Netzke - SMS Group; Erick Molho

1. Call to order: T. Gulbransen called the meeting to order at **6:00** PM.
2. Open Forum - None
 - a. Andrew Lilly - looking for clarification about the transportation changes
 - i. Impact to families outside the district
 - ii. Shuttle – does it involve kindergarten students mixed with middle school and high school students from Stillwater.
3. [Board Calendar](#)
4. **Consent Agenda**
 - a. Board Minutes
 - i. [January 20, 2026 Minutes](#)
 - b. Executive Director's Report
 1. [Executive Director's Report February 17, 2026](#) - J. Fuchs
 - c. Governance Policies for Approval
 - i. [211 - Criminal or Civil Action Against Charter School, School Board Member, Employee, or Student \(technical edits\)](#)
 - ii. [401 - Equal Employment Opportunity \(technical edits\)](#)
 - iii. [404 - Employment Background Checks \(technical edits\)](#)

- iv. [405 - Veteran's Preference \(technical edits\)](#)
- v. [406 - Public and Private Personnel Data \(technical edits\)](#)
- vi. [418 - Drug-Free Workplace/Drug-Free School \(technical edits\)](#)
- vii. [420 - Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions \(technical edits\)](#)
- viii. [427 - Workload Limits for Certain Special Education Teachers \(technical edits\)](#)
- ix. [509 - Admission and Enrollment \[replaces 301\] \(2nd Read\)](#)
- x. [516.5 - Overdose Medication \(2nd Read\)](#)
- xi. [525 - Violence Prevention \[Applicable to Students & Staff\] \(no previous policy\)](#)
- xii. [520 - Student Surveys \(technical edits\)](#)
- xiii. [604 - Instructional Curriculum \(no previous policy\)](#)
- xiv. [605 - Alternative Educational Services \(no previous policy\)](#)
- xv. [606 - Textbooks and Instructional Materials \(no previous policy\)](#)
- xvi. [607 - Organization of Grade Levels \(no previous policy\)](#)
- xvii. [608 - Instructional Services - Special Education \(no previous policy\)](#)
- xviii. [610 - Field Trips \(no previous policy\)](#)
- xix. [612.1 - Development of Parent and Family Engagement Policies for Title I Programs \(technical edits\)](#)
- xx. [613 - Graduation Requirements \(no previous policy\)](#)
- xxi. [614 - Charter School Testing Plan and Procedure \(no previous policy\)](#)
- xxii. [616 - Charter School System Accountability \(technical edits\)](#)
- xxiii. [618 - Assessment of Student Achievement \(no previous policy\)](#)
- xxiv. [619 - Staff Development for Standards \(no previous policy\)](#)
- xxv. [620 - Credit for Learning \(technical edits\)](#)

- xxvi. [705 - Investments \(no previous policy-edit\)](#)
- xxvii. [807 - Health and Safety Policy \(technical edits\)](#)

- Motion to Approve the Consent Agenda: A. Galati
- Second: D. Smith
- Approved: All

5. Agenda

- a. [Budget Update](#) - T. Netzke
- b. [Strategic Management Services Contract Proposal](#)
 - i. Motion to Approve: D. Smith
 - ii. Second: H. Gonzalez
 - iii. Approved: All
- c. [Strategic Plan Update - 2026-2030 - Priorities and Goals](#) - Eric Molho
 - i. Motion to Approve: K. Osberghaus
 - ii. Second: R. Thorson
 - iii. Approved: All
- d. [AIPAC Concurrence/Nonconcurrence-Requires Signature by Board Chair](#)
 - i. Motion to Approve: A. Galati
 - ii. Second: D. Smith
 - iii. Approved: All
- e. [Board Transportation Update](#)
- f. 2026 School Calendar
 - i. [2627 External Calendar](#)
 - ii. [2627 Internal Calendar](#)
 1. Motion to Approved: K. Osberghaus
 2. Second: J. Johnson
 3. Approve: All
- g. Governance
 - i. [Board Election Timeframe and Onboarding Procedures](#)

- ii. Al Bagwell will be the Governance Chair starting in June 2026.
- h. [Finance Committee Update](#)
- i. Governance - Policies - First Reading
 - i. [504 - Student Dress and Appearance](#)
 - ii. [535 - Service Animals in Schools](#)
 - iii. [609 - Religion and Religious and Cultural Observances](#)

Adjournment: 7:10 PM

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

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



Executive Director's Report to the Board

Date of Report: April 7, 2026

Report Prepared By: Jenn Fuchs, Ph.D.

Priority 1: Academic Excellence

Focus: Alignment of curriculum, continuous improvement, and evolving needs.

- **Academic Administration:** Reviewing data including IXL and CAPTI to look at potential needs for additional support for 2026-27.

Priority 2: Culture and Organizational Alignment

Focus: Unified culture, safety, shared norms, and policy compliance.

- **Friends of Education:** We received a 100% compliance for statutory requirements on our website audit in March.
- **Strategic Planning:** The Strategic Planning Committee convened to review long-term goals and finalize the framework for upcoming action planning teams.
- **Policy & Governance:** Research and review of school-wide key policies are underway to ensure compliance and clarity.

Priority 3: People and Professional Excellence

Focus: Developing faculty, investing in people, and professional growth.

- **Staff Development:** Collaboration with Staff Development Committee to design the 2026-27 Staff Development Survey. This survey will identify professional learning priorities and gauge staff interest in joining the new action planning teams.
- **Leadership Networking & Advocacy:** Engaged with the Minnesota Association of Charter Schools (MACS) through the weekly Administrator

Support Call and the Friday Legislative Update to monitor the 2026 Legislative Session and its impact on charter schools.

Priority 4: Financial Sustainability and Stewardship

Focus: Stewardship, diversifying revenue, and aligning resources.

- **Financial Management:**
 - Met with [Cooperative Purchasing Connection \(CPC\)](#) . This is a public, nonprofit organization that provides Minnesota, North Dakota, and South Dakota schools with competitively bid purchasing contracts to save money and ensure compliance with procurement regulations. It allows schools to skip the time-consuming formal bid process while securing high-value pricing on everything from office supplies to technology.
 - Consulted with School Management Services (Todd Netzke) regarding ongoing financial oversight and upcoming budget cycles.
- **Streamlined internal processes:** Implementation of a clear and consistent process for student parking.
- **Facilities:** Met with the Affiliated Building Company to discuss transition to SMS.

Priority 5: Strategic Communication and Brand Development

Focus: Trust, transparency, and telling the school's story.

- **Enrollment Communication:** Dispatched Online Learning Registration (OLR) letters to returning families, initiating the re-enrollment process for the upcoming school year.
 - Significant time savings for office staff as they are no longer taking papers home to enter enrollments.
- **Internal Communication:** Distributed school-wide calendaring updates to staff to coordinate major events for the 2026-27 school year, ensuring transparency and long-range planning.

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-363654 v5

St. Croix Preparatory Academies - 7670234

Primary Contact

Janel Coleman
Email - janelcoleman@stcroixprep.org
4260 Stagecoach Trl N
Stillwater, MN 55082-1197

Billing Contact

Quote Summary

School Count: 4

Renaissance Products & Services Total	\$19,622.00
Estimated Sales Tax	\$251.25
Shipping Cost	\$0.00
Grand Total	USD \$19,873.25

This quote includes: Onboarding Services, FastBridge and Services.

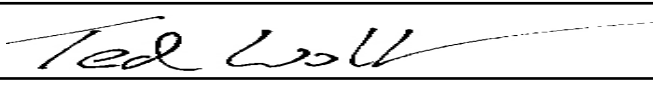
By signing below, Customer:

- Acknowledges that the Person signing this Quote is authorized to do so on behalf of Customer.
- Agrees Customer's access to and use of the Products and Services referenced in the Quote (and any other quote issued to Customer during the Subscription Period) are subject to compliance with the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf>, incorporated herein by reference.
- Acknowledges and agrees that the applicable Data Protection Addendum and Privacy Notices located at <https://docs.renaissance.com/R62068> are incorporated into this Agreement. Additional information about Renaissance's privacy and security is available at <https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an Invoice for this Quote promptly after the date the Order is processed at Renaissance. If Customer requires a purchase order, Customer agrees to provide the purchase order to Renaissance as an attachment to this signed quote. Customer agrees to pay the invoice within 30 days after the Invoice Date.

Customer indicates that no Purchase Order is required, and that Billing Contact information is correct.

Renaissance Learning, Inc.	St. Croix Preparatory Academies
	By: <i>Jennifer Fuchs</i>
Name: Ted Wolf	Name: Jennifer Fuchs
Title: Chief Financial Officer	Title: Executive Director
Date: 27-Feb-2026	Date: Mar 6, 2026

Please e-sign OR print, sign, and return this Quote to your Account Representative Landon Smith at landon.smith@renaissance.com. For any changes or additional information, please reach out by email or phone at (715) 498-9827. Thank you.

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be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Quote Details

St. Croix Preparatory Academies – 7670234

Products & Services	Quantity	Unit Price	Total
Bundle			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
Custom Data Integration	1	\$6,000.00	\$6,000.00
Quote Year 1 Subtotal			\$6,000.00
Implementation Service			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
Onboarding, FastBridge	1	\$0.00	\$0.00
System Management Workshop	1	\$1,200.00	\$1,200.00
Quote Year 1 Subtotal			\$1,200.00
REN Educator Academy			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
Educator Academy 1000-2499	1	\$1,040.00	\$1,040.00
Quote Year 1 Subtotal			\$1,040.00
Remote Training Services			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
60-minute Remote Session	3	\$450.00	\$1,350.00
Quote Year 1 Subtotal			\$1,350.00
St. Croix Preparatory Academies Total			\$9,590.00

St Croix Preparatory Academy Middle – 7670237

Products & Services	Quantity	Unit Price	Total
FastBridge			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
FastBridge Subscription	375	\$11.40	\$4,275.00
Quote Year 1 Subtotal			\$4,275.00
St Croix Preparatory Academy Middle Total			\$4,275.00

St. Croix Preparatory Academy Lower – 1979793

Products & Services	Quantity	Unit Price	Total
FastBridge			
Quote Year 1 01-Aug-2026 – 31-Jul-2027			
FastBridge Subscription	455	\$11.40	\$5,187.00
Quote Year 1 Subtotal			\$5,187.00
St. Croix Preparatory Academy Lower Total			\$5,187.00

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St. Croix Preparatory Academy Upper – 7670238

Products & Services	Quantity	Unit Price	Total
FastBridge			
Quote Year 1 01-Aug-2026 - 31-Jul-2027			
FastBridge Subscription	50	\$11.40	\$570.00
Quote Year 1 Subtotal			\$570.00
St. Croix Preparatory Academy Upper Total			\$570.00

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Attn: St. Croix Preparatory Academy

At Frontline Education, we remain committed to delivering value and growth for your district. We are building for your future and remain focused on:

- Delivering industry-leading solutions and technology for K-12
- Investing in research and innovation to enhance your experience
- 150+ new hires to strengthen the client success organization
- Driving an AI-powered transformation
- Backed by Roper Technologies for sustainable growth

Frontline Education Renewal Quote: Q-254572

Description	Start Date	End Date	Qty	Rate	Amount
Frontline Central Solution	7/01/2026	6/30/2027	1	\$6,997.69	\$6,997.69
Recruiting & Hiring Solution	7/01/2026	6/30/2027	1	\$9,951.23	\$9,951.23
Professional Learning Management, unlimited usage for internal employees	7/01/2026	6/30/2027	1	\$7,030.09	\$7,030.09
Employee Evaluation Management, unlimited usage for internal employees	7/01/2026	6/30/2027	1	\$7,030.09	\$7,030.09
Absence & Substitute Management, unlimited usage for internal employees	7/01/2026	6/30/2027	1	\$9,205.17	\$9,205.17
Total					\$40,214.27

Please confirm [receipt](#) of your quote

Any questions?
Please contact Samantha Heins at renewals@frontlineed.com or check out our new [Renewal FAQ](#) Resource Center.

AUDIOLOGY SERVICES CONTRACT

This **AUDIOLOGY SERVICES CONTRACT** (the “**Agreement**”) is made and entered into as of August 1, 2026 (the “**Effective Date**”) by and between St. Croix Preparatory Academy, a Minnesota nonprofit corporation (“**SCPA**”), and Sentient Healthcare, Inc., a Minnesota corporation (“**SHC**”) (individually, a “**Party**” and collectively, the “**Parties**”).

RECITALS

- A. SHC is in the business of providing educational audiology services;
- B. SCPA desires to contract with SHC for the provision of educational audiology services; and
- C. SHC and SCPA desire to enter into this Agreement to delineate the terms and conditions under which SHC will provide certain educational audiology services to SCPA.

NOW THEREFORE, in consideration of the promises, the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Services to be Provided.

- a. SHC, through its employed for contracted staff (the “**SHC Staff**”), shall provide the following educational audiology services (the “**Services**”) to SCPA:
 - i. Review student records, including special educational records, to evaluate student needs for audiology and deaf/hard of hearing services.
 - ii. Recommend assessment tools, protocol, and action needed to assist student needs in the area of deaf/hard of hearing services.
 - iii. Recommend interventions, accommodations, and resources to provide service for students who qualify for deaf/hard of hearing services.
 - iv. Attend special education meetings when information about audiology is to be communicated to SCPA staff and parents.
 - v. Consult with special education staff regarding special education services, interventions, and resources for students who qualify for services in the area of deaf/hard of hearing.
 - vi. Consult with special education and regular education staff regarding special services, interventions, and resources for students who qualify for deaf/hard of hearing services.

- b. SHC agrees that the Services will be provided without regard to race, creed, color, gender, religion, disability or national origin.

2. **Compensation.**

- a. SCPA shall compensate SHC for the provision of Services according to the following schedule:

- i. On-Site Services (direct or indirect)

- (1) Hourly Rate: \$135 / hour
 - (2) Billing increments: 15 minutes

- ii. Off-site Services (report-writing, research, communication with school, other service providers, family, or labs)

- (1) Hourly rate: \$135 / hour
 - (2) Billing increments: 15 minutes

- iii. Travel

- (1) All travel shall be billed at the hourly rate specified in Section 2.a.i.
 - (2) Travel time shall be billed round trip from SHC offices, 929 Old Highway 8 NW, Suite 200, New Brighton, MN 55112, to the location Services are provided.
 - (3) If the SHC Staff originates from another facility closer than the SHC offices, time from that facility will be billed.
 - (4) If the SHC Staff visits another facility after SCPA, the other facility will be responsible for travel time to their facility, up to the distance between the other facility and SHC offices. If the other facility is closer than SCPA, then SCPA will be responsible for the difference in travel time.

- b. The SHC Staff shall maintain time and travel records for all Services billed to SCPA.

- c. The Services provided shall be limited to those necessary to support documented special education plans and shall be requested or approved by SCPA.

- d. The Services will be billed once monthly for all activities performed each calendar month and mailed to SCPA by the 10th day of the following month. SCPA shall pay SHC all billed compensation within 30 days of SHC's submission of monthly bill.

- e. Maximum compensation for Services included in this Agreement is two thousand five hundred dollars (\$2,500) ("**Maximum Compensation**"). If billed Services exceeds the Maximum Compensation without prior written consent from both Parties, SHC acknowledges that SHC has performed such Services at its own risk and expense.

3. SHC Staff Qualifications. SHC shall ensure that each member of the SHC Staff providing Services pursuant to this Agreement will:

- a. Hold any necessary licenses or certifications required to perform Services at SCPA and provide a copy of licensure to SCPA upon request.
- b. Maintain liability insurance in accordance with applicable state laws as required to perform the Services and provide a copy of such insurance to SCPA upon request.
- c. Limit provision of Services to those which the SHC Staff is qualified to render and are allowed under state law, whether by scope of practice defined by licensure or other qualification or limitation provided by specialized training or expertise.
- d. Sign-in whenever on site to provide Services.
- e. Respect and adhere to all SCPA policies and codes of conduct.
- f. Submit accurate records and documents for computation of charges for all Services described in this Agreement or otherwise requested by SCPA. These shall include date of Services, description of Services, initials or other identifier of student(s) served, and total number of hours.
- g. Ensure that all student information generated as part of services provided for SCPA will be submitted to SCPA and become part of the student's file.
- h. Maintain effective communication and cooperative working relationships with staff and parents of SCPA.
- i. Complete assigned responsibilities within a timeframe required by applicable federal or state regulations.
- j. Complete all responsibilities in compliance with applicable federal and state regulations and professional standards.

4. SCPA's Responsibility to SHC Staff. SCPA shall ensure that the following will be provided to SHC Staff:

- a. Appropriate facilities so as to allow SHC Staff to provide necessary and/or requested Services.
- b. Documentation and other information that is required for SHC Staff to complete requested tasks and responsibilities, as described above in Section 3, in an efficient and timely manner.
- c. Timely communication of assessment dates meeting dates, and other requirements which are necessary for the SHC Staff to complete requested tasks.

5. Access & Storage of Confidential Information.

- a. SHC its officers and employees acknowledge that most information received from SCPA is confidential in nature and protected from unauthorized disclosure by federal and state laws. SHC agrees to maintain confidentiality of data and records provided by SCPA.
- b. SHC agrees to store electronic and hard copies of information in accordance with applicable federal and state laws, including the Minnesota Government Data Practices Act, MN Statutes Chapter 13.
- c. Any student information held or maintained by SHC shall be remitted to SCPA upon request or termination of this contract.

6. Assignment.

- a. Neither Party shall assign any of its rights or duties under this Agreement without the prior written consent of the other Party.

7. No Employment Relationship.

- a. The Parties acknowledge and agree that no SHC Staff who is providing direct or support services for SHC is an employee of SCPA.
- b. No SHC Staff providing Services to SCPA is eligible for worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations or paid holidays from SCPA.

8. Term of Agreement.

- a. This Agreement shall begin on the Effective Date and shall continue in full force and effect until 7/31/2027, unless otherwise terminated on an earlier date.

9. Termination.

- a. Either Party may voluntarily terminate this Agreement without cause by giving the other Party written notice at least 60 days before the effective day of termination as set forth in the notice.
- b. Either Party may terminate this Agreement immediately upon providing written notice to the other party if the other party materially violates the terms of this Agreement.

10. **Indemnification.** Each Party agrees to indemnify and hold harmless the other Party from any and all liability, loss, claims, fines, actions, judgments, cost or expenses, arising by reason of the indemnifying Party's acts or omissions in the course of its performance of its obligations under this Agreement.
11. **Entire Agreement.** This is the entire Agreement of the Parties and any amendment to this agreement shall be in writing, signed by both Parties.
12. **Severability.** If any portion of this Agreement is found unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.
13. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

[Remainder of this Page Left Blank]

IN WITNESS WHEREOF, SHC and SCPA have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date shown below, to be bound as of the Effective Date set forth on the first page of this Agreement.

By:  _____
President / CEO
Sentient Healthcare, Inc.

Dated: 03/30/2026

By: Jennifer Fuchs
[Jennifer Fuchs \(Mar 30, 2026 12:28:38 CDT\)](#)
Authorized Signer
St. Croix Preparatory Academy
7729 161st Avenue NW
Ramsey, MN 55303

Dated: 03/30/2026



March 25, 2026

Board of Education and Management
St Croix Preparatory
Stillwater, Minnesota

We are pleased to confirm our understanding of the services we are to provide the St Croix Preparatory (the Charter School) for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Charter School as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Charter School's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Charter School's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Employer's Share of Net Pension Liability and Employer's Contributions
- Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the Charter School's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Combining and Individual Fund Financial Statements
- Uniform Financial Accounting and Reporting Standards Table

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory Section

Edina Office

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090

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Mankato Office

100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727

Scottsdale Office

14500 N Northsight Blvd, Ste 233
Scottsdale, AZ 85260
P 480.864.5579

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Charter School and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Charter School's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of certain assets, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.



We may, from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Charter School's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.



Management is responsible for making drafts of financial statements, all financial records and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Charter School's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and Government Auditing Standards.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Charter School received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Abdo, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. You are also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.



Other Services

We will prepare a general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the general ledger into a working trial balance. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. We will also assist with entries to convert from the modified accrual basis of accounting to the full accrual basis of accounting for long-term assets, long-term liabilities, and related deferred inflows of resources, deferred outflows of resources, revenues and expenses from information provided by management.

Our engagement does not include any procedures designed to detect errors, fraud, theft, or other wrongdoing. Therefore, our engagement cannot be relied upon to disclose such matters. In addition, we are not responsible for identifying or communicating deficiencies in your internal controls. You are responsible for developing and implementing internal controls applicable to your operations.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

If we become aware of any other filing requirement, we will tell you of the obligation and may prepare the appropriate return(s) at your request.

CPA Firm Responsibilities

It is our duty to prepare your returns based on the same standard of care that a reasonable tax return preparer would exercise in this type of engagement. Unless otherwise noted, the applicable standard of care for a "reasonable tax return preparer" shall be based upon the following pronouncements:

- the Statements on Standards for Tax Services ("SSTS") issued by the American Institute of Certified Public Accountants ("AICPA");
- U.S. Treasury Department Circular 230 ("Circular 230"); and
- the Internal Revenue Code, Treasury Regulations, and any applicable state/local corollaries (collectively, "the Code").

As tax return preparers, these pronouncements restrict our ability to sign a tax return when the tax positions you report do not comply with tax law. We will be unable to sign your return and may terminate this Agreement if you:

- request that we report a tax position on your return which we feel is contrary to published guidance, frivolous, or a willful attempt to evade tax;
- request that we include a deduction, credit or refund on your return that we believe you do not qualify for; or
- decline to disclose a position where in our professional judgment tax law requires disclosure.

Abdo will not make any management decisions or perform management functions on your behalf.

Bookkeeping Assistance

We may deem it necessary to provide you with limited accounting or bookkeeping assistance solely for the purpose of helping you organize your information. This assistance is intended to be nominal and is not a separate accounting or bookkeeping service. In the event we conclude that bookkeeping or accounting assistance is necessary to prepare your tax returns, we will advise you in writing before proceeding. Any assistance will be billed at our standard hourly rates and will be subject to the terms of this Agreement.



Government Inquiries

This engagement does not include responding to inquiries by any governmental agency or tax authority. If you are contacted by a tax authority, either for an examination or other inquiry, you may request our assistance in responding.

Reliance on Others

There may be times when you engage another advisor to assist you.

If you wish to take a tax position based upon the advice of another advisor, before we are able to sign your tax return, we must comply with the applicable provisions of the Code and the SSTS.

We will review the other advisor's work and may require a written statement from the advisor describing the statutory basis for the position and the suggested disclosure needed to appropriately report the position. If we believe additional research is required, we will discuss the matter with you. You agree to pay for the additional charges necessary to complete the disclosure or research as this is not included in the scope of our service.

Moreover, you understand that the IRS, state or local tax authority may disagree with the position taken on the return. If this occurs, you will be responsible for any additional tax, penalties and interest, as well as any related professional fees, you may incur.

If, after review of the work prepared by your other advisor, we determine that we are unable to sign the tax return, we will be unable to proceed and may terminate this Agreement.

The firm may, from time to time and depending on the circumstances, use third-party service providers to assist in preparing your return, but these preparers will not make substantive decisions concerning your return. We may share your tax return information with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such third-party service providers. However, we will not disclose any tax return information to third parties without your express written consent.



The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the due date of the return. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.

It is our policy to keep records related to this engagement for seven years. However, we do not keep any of your original records and will return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

By signing this engagement letter, you acknowledge and agree that upon the expiration of the seven-year period, we are free to destroy our records related to this engagement.

Client Responsibilities

If you fail to comply with the responsibilities as described in this Agreement, your actions or your inactions may result in economic or other loss to you, such as disallowance of tax deductions or credits claimed, additional tax, penalties or interest assessed against you, loss of administrative rights, or criminal punishment. You will be responsible for any loss suffered by you as a result of your failure to comply with your responsibilities, including any professional fees required to defend or correct changes made to your tax returns or prepare previously unfiled or amend previously filed tax returns.

The responsibilities detailed in this section are not exhaustive, and our services to you may require additional responsibilities not listed.

Tax Information

You agree to provide us with a trial balance and other supporting data we may request to prepare your tax returns. You are responsible for providing us with accurate and complete information, including income and activities outside of the U.S. or your home state. We will rely upon the completeness and accuracy of the information and representations you provide to us.

We will not audit or otherwise verify the data you submit to us, although we may ask you to clarify certain information.

Unrelated Business Taxable Income

Entities that have received tax-exempt status from the IRS may still owe tax if they have unrelated business taxable income ("UBTI"). An entity which has taxable income from a trade or business activity not substantially related to its tax-exempt purpose, or from debt-financed property (or receives a K-1 with similar activity) may have UBTI that must be reported separately. You are responsible for informing us of any potential UBTI or activities which you conduct that are not directly related to your tax-exempt purpose.

Management Responsibilities for Tax-exempt Organizations

As a tax-exempt organization under IRC §501(c), you are subject to additional requirements to maintain your status. These requirements include:

- Restrictions on use of the non-profit's assets for personal use (inurement);
- Restrictions on lobbying;
- Restrictions on political activity;
- Restrictions on UBTI;
- Operating in accordance with your stated purpose;
- Maintaining state registrations related to solicitations with state charitable divisions;
- Meeting the public support test; and
- Timely filing your tax returns.



By signing this Agreement, you acknowledge and agree that: 1) failure to adhere to IRS regulations may have adverse impacts, including and up to the revocation of your tax-exempt status; 2) we have no obligation to advise you regarding the implications of management responsibilities; and 3) you will inform us of any transaction into which you may be prohibited from entering.

Substantiation Requirements

You are responsible for providing a donor who makes a charitable contribution of \$250 or more with a written acknowledgement of the contribution. The donor must **receive** the acknowledgement by the earlier of the date on which the donor files a tax return for the tax year in which the contribution was made (April 15th for most individual donors) or the due date, including extensions (October 15th for most individual donors), for that return. In addition, you should retain a copy of this acknowledgement for your records. You agree to hold our firm harmless with respect to any liability, including but not limited to, additional tax, penalties, interest, and professional fees resulting from the disallowance of tax deductions due to inadequate substantiation.

Documentation

You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. Our workpapers do not satisfy your documentation responsibility. You should retain all documents that provide evidence and support for reported income, credits, deductions, and other information on your returns, as required under applicable tax laws and regulations. The IRS recommends that you maintain this documentation for as long as it may be relevant to your taxes.

You represent that you have such documentation and can produce it, if necessary, to respond to any examination or inquiry by tax authorities. You will be responsible for any liability, including but not limited to, additional tax, penalties, interest and related professional fees, resulting from the disallowance of tax deductions due to inadequate documentation.

Personal Expenses

In general, personal expenses are not deductible for income tax purposes. You are responsible for ensuring that personal expenses, if any, are separated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by documentation and records required by the IRS and other tax authorities.

State and Local Filing Obligations

The preparation of any state or local tax return not listed in Engagement Objective and Scope above is not within the scope of our engagement. You are responsible for fulfilling your filing obligations with any state or local tax authorities, including, but not limited to income, franchise, sales, use, and property taxes or abandoned and unclaimed property. However, if upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you.

If you are unsure if you have any other filing obligation with other state or local tax authorities, you are responsible for alerting us and requesting assistance. If you do not alert us or request assistance, we will infer that you do not have other state or local filing obligations. You will be responsible for tax due and penalties associated with the failure to file or untimely filing of any form for which we were not engaged to prepare.



U.S. Filing Obligations Related to Foreign Investments and Activities

U.S. persons generally must report income and activities related to both domestic and foreign assets (worldwide income). You are responsible for fulfilling your filing obligations related to foreign activity where required. U.S. reporting requirements related to foreign activity are very complex. **Contact us immediately** if you have:

- Ownership of, investment in, or officer responsibilities for a corporation, partnership, or other business entity formed under the laws of another country;
- Fiduciary, grantor, or beneficiary relationships in connection with an entity formed under the laws of another country;
- Ownership of, signature authority over, or control over any financial account held in a financial institution located in another country;
- Citizenship or government-approved employment/visa status with a country other than the U.S. (including anyone in your immediate household, or your parents who live outside the U.S.);
- Transferred property, including cash, offshore either directly or through the purchase of or investment in an entity formed under the laws of another country;
- Received or have legally-recognizable rights to receive property, including cash, from a trust, business, or investment formed under the laws of another country or individual residing in another country;
- Conducted business with any entity or person physically located in another country, regardless of whether such business is for-profit, not for-profit, or informal/irregular;
- Received property, including cash, or income from a source outside of the U.S. which is not reported on a brokerage statement (such as a 1099-B or similar report); or
- Any other activity or economic arrangement which takes place outside of the U.S.

Failure to timely file the required forms may result in substantial civil and/or criminal penalties. You agree to provide us with complete and accurate information regarding any foreign activity in which you have a direct or indirect interest, or over which you have signature authority, during the above referenced tax year.

If you are unsure if you have any other filing obligation related to foreign activity, you are responsible for alerting us and requesting assistance. If you do not alert us or request assistance, we will infer that you do not have foreign activity absent information you provide to us. In any event, you will be responsible for tax due, penalties, and interest associated with the failure to file or untimely filing of any form for which we were not engaged to prepare.

Digital Assets

There are specific tax implications of investing in digital assets (e.g., virtual currencies, non-fungible tokens, virtual real estate and similar assets). The IRS considers these to be property for U.S. federal income tax purposes. As such, any transactions in, or transactions that use, digital assets are subject to the same general tax principles that apply to other property transactions.

If you transacted in digital assets during the tax year, you may have tax consequences and/or additional reporting obligations associated with such transactions. Depending on the nature or volume of these transactions, a change to the scope of our services may be required. You are responsible for providing us with complete and accurate information, including basis, regarding any transactions in, or transactions that have used, digital assets during the applicable tax year.

Ultimate Responsibility

You are ultimately responsible for complying with any substantive or procedural tax law which applies to you, and for ensuring your tax returns and any required tax payments are timely received by the appropriate tax authority. Notwithstanding any term of this Agreement, this responsibility cannot be delegated to us.

Our assistance related to your tax return is based upon tax reference materials, facts, assumptions, and representations that are subject to change. We will not update your return after the conclusion of the engagement for any reason. To the extent we provide written advice concerning federal tax matters, we will follow the applicable guidance contained in our professional standards.



You have final responsibility for the accuracy of your tax returns. We will provide you with a copy of your draft tax returns and accompanying schedules and statements for review. You agree to review and examine them carefully for accuracy and completeness. Tax authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns, and underpayment of taxes. You will be responsible for the payment of any additional tax, penalties, and interest charges imposed by tax authorities.

You have final responsibility for the payment of your taxes in whatever amount ultimately determined. You may choose to have funds automatically withdrawn from a designated account and transmitted when your tax return is electronically filed. We will not transmit partial payments. It is your responsibility to provide us with correct account and routing numbers, to review this information for accuracy prior to submission of your return, and to ensure that sufficient funds are available at the time of payment. We shall have no liability for any tax due, penalties, interest, or overdraft charges which may result from your failure to ensure sufficient funds are available at the time of payment.

Tax Return Extensions

It may become necessary to apply for an extension of the filing due dates if there are unresolved issues or delays in processing or if we do not receive all of the necessary information from you on a timely basis. Applying for an extension of time to file may limit your ability to make certain elections, extend the time available for a government agency to undertake an examination of your return and/or extend the statute of limitations to file a legal action. Although we may assist you in the preparation of an extension to file your return(s), you have sole responsibility for the filing of any extension, and you agree to hold our firm harmless from any consequences, including waived elections, where the extension is not timely filed. All taxes owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.

If you wish to engage our firm to apply for extensions of time to file tax returns on your behalf, we will not file these extensions unless and until we receive both an executed copy of this Agreement and your express written authorization to file an extension. In some cases, your signature may be required on such applications prior to filing. Failure to timely request an extension of time to file can result in penalties for failure to file tax returns, which accrue from the original due date of the returns, and can be substantial.

E-filing

In addition to being a return preparer, we are an Electronic Return Originator (ERO) and may prepare your return(s) and/or extension(s) in a format that permits us to electronically transmit ("e-file") those forms to the appropriate tax authority on your behalf. The e-filing of any form is a separate service from the preparation of that form.

If you request that we e-file any form on your behalf, including requests for extensions of time to file, the IRS and states require you to sign and return to us the appropriate governmental form(s) before your returns can be filed electronically. **If you fail to timely sign and return e-file authorization, we cannot and will not e-file any form on your behalf. In those situations, you will be solely responsible for any penalties or interest assessed against you.**

If your return(s) or extension(s) cannot be e-filed, we will deliver to you a paper copy suitable for mailing to the taxing authorities. Once delivered to you, you bear full responsibility for reviewing the paper returns for accuracy, and either signing and timely filing them, along with any payments due, or notifying us of any issue which may need to be addressed prior to filing.

Once our services have concluded, we shall have no obligation to notify you of future tax law developments affecting your return(s) except as may be required by Circular 230 or the SSTS related to errors we identify.

These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.



You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide electronic copies of our reports to the Charter School; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Abdo and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any Regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Abdo personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Justin Nilson, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in October 2026, and to issue our reports no later than December 31, 2026.

Our fee for these services will be as follows:

Audit	\$26,850.00
990 Tax Return	\$3,900.00
Audit - Building Company	\$6,400.00
990 Tax Return - Building Company	<u>\$3,900.00</u>
Total	<u><u>\$41,050.00</u></u>

Our invoices for these fees will be rendered as follows: 25% at fiscal year-end, 50% once fieldwork is complete, and 25% at report delivery.

Abdo is offering a discount of \$500 should the school elect to have a pre-recorded audit presentation sent to them in replacement of a live virtual or in-person presentation at a school board meeting.

There have been several new accounting standards issued in recent years which will begin taking effect in the current and following years. These new standards may require substantial changes to your financial statements. We will review with you during the planning stage and if changes are substantial and you would like our firm to complete this work we will agree at that time to a separate fee and engagement to complete that work.



To assist with the post-implementation accounting for GASB statement numbers 87 - Leases and 96 - Subscription Based Information Technology Agreements (SBITA's), Abdo has partnered with an accounting software known as Crunchafi (formerly known as LeaseCrunch) to ensure you are in compliance with the standards. The cost of this service is a discounted price of \$81.90 per lease/SBITA that is in the Crunchafi system and is billed directly to Abdo from Crunchafi on an annual basis. Abdo will bill you the same amount charged from Crunchafi based on the number of leases/SBITA's in your account. Abdo plans to utilize this software as part of our procedures and Abdo can either enter information into the system for you to review or we can give you access to the system to input your own data for which we will review and ensure it is correct. We will discuss this with you as part of our planning procedures.

In an effort to reduce environmental impact, you will receive printable, downloadable PDFs of your report. To receive one (1) paper report, you will be charged \$150 for a set-up fee. Additional paper copies will be charged at the rate of \$50 per report.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

You may also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc. if not included in the fee listed above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of .66 percent per month (8 percent per year). If for any reason the account is turned over to collections, additional fees will be added to cover collections cost. In accordance with our Firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

Except in the event of your failure to make a payment when due, in the event of a dispute related in any way to our services, our Firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identify for purposes of the award of attorneys' fees. In the event you fail to make a payment for services or to reimburse for costs advanced by the Firm on your behalf, the Firm reserves the right to take all legally permissible action, including commencement of litigation in lieu of mediation, and shall have the right to collect its costs, including reasonable attorney's fees, incurred in any such collection or litigation activities.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.



We will utilize a portal which is a collaborative, virtual workspace in a protected, online environment. The portal permits real-time collaboration across geographic boundaries and time zones and allows us and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use the portal, you may be required by the provider of the portal to execute a client portal agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of the portal and agree to indemnify and hold us harmless with respect to any and all claims arising from your misuse of the portal.

We are not a host for any of your information. You are responsible for maintaining your own copy of this information. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on a portal may be deleted by us.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, the sale of your organization, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

We have the right to withdraw from this engagement, at our discretion, if you do not provide us with any information we request in a timely manner; refuse to cooperate with our reasonable requests or misrepresent any facts; we have reason to believe you may have engaged, or may be planning to engage, in conduct that is unethical and/or unlawful; you engage in conduct directed toward or affecting firm personnel that is disrespectful, inappropriate, and/or potentially unlawful; or we determine that continuing the engagement is not in the best interests of the firm or threatens legal or reputational harm to the firm. In the event of withdrawal under any of these circumstances, such withdrawal will release us from any obligation to complete your report and will constitute completion of our engagement.

Abdo, LLP and its subsidiary companies are committed to providing equal employment opportunities to all employees and applicants for employment without regard to any legally-recognized basis "protected class" including but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, sexual orientation or marital preference, genetic information or any other protected class under federal, state, or local law.

Reporting

We will issue a written report upon completion of our audit of the Charter School's financial statements. Our report will be addressed to the Board of Education and Management of the Charter School. We cannot provide assurance that an unmodified opinion will be rendered. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. You agree to include our audit report in any document containing financial statements that indicate that such financial statements have been audited by us and, prior to inclusion of our audit report, to ask our permission to do so.



We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Charter School's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Charter School's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Charter School is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2023 Peer Review Report accompanies this letter.

We appreciate the opportunity to be of service to the Charter School and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please electronically sign this letter.

Sincerely,



Abdo



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 6, 2023

To the Partners of
Abdo, LLP
and the Peer Review Committee of the Minnesota Society
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Abdo, LLP (the firm) in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; audits of employee benefit plans, and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Abdo, LLP in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Abdo, LLP has received a peer review rating of *pass*.



Brady Martz and Associates, P.C.
Grand Forks, North Dakota

RESPONSE:

This letter correctly sets forth the understanding of the St Croix Preparatory.

Signature and Title: Jonathan Fische




Abdo Engagement Letter

Final Audit Report

March 25, 2026

Created:	March 25, 2026
By:	Abdo Engagements(engagements@abdosolutions.com)
Status:	ESigned
Transaction ID:	NP5YTX5DEMHM3428ZZGM26XQC0
Documents:	300407---GO_2026A_130_2268.pdf

"Abdo Engagement Letter" History

-  Document emailed to (jennfuchs@stcroixprep.org) for signature
3/25/2026 09:58:11 AM Central Daylight Time
-  Document viewed by (jennfuchs@stcroixprep.org)
3/25/2026 15:53:14 PM Central Daylight Time - IP address: 209.237.102.74
-  Document e-signed by (jennfuchs@stcroixprep.org)
Signature Date: 3/25/2026 15:53:44 PM Central Daylight Time - IP address: 209.237.102.74
-  Document Signed
3/25/2026 15:53:44 PM Central Daylight Time

USI Insurance Services, LLC
 PO Box 62817 * Virginia Beach, VA 23466

----- INVOICE -----

St. Croix Preparatory Academy
 4260 Stagecoach Trail North
 Stillwater, MN 55082

Invoice Date 03/17/26
Invoice No. 5913965
Bill-To Code STCRO9
Client Code STCRO9
Inv Order No. 679*8683787

Named Insured: St. Croix Preparatory Academy

Amount Remitted: \$
 Pay via Credit Card or EFT Draft: usi.com/paymybill

Make checks payable to: USI Insurance Services, LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
06/01/26	06/01/26 to 06/01/27	Beazley Insurance Company, Inc. Policy No. V2748C260801 *Renewal - Cyber Liability	5,010.00
		Invoice Number: 5913965 Amount Due:	5,010.00

***Premiums Due and Payable on Effective Date**

FRAUD PREVENTION NOTICE: USI will never provide unsolicited payment instructions. You should only change payment instructions if confirmed by calling your USI Account Manager or contacting your local USI office.

Beazley Breach Response 5.0

Cyber Insurance Policy – Declarations

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

These Declarations along with the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy, and the Policy with endorsements shall constitute the contract between the **Insureds** and the Underwriters.

General Information

Underwriters:	Beazley Insurance Company, Inc.
Named Insured:	St Croix Preparatory Academy
Named Insured Address:	4260 Stagecoach Trail North Stillwater, MN 55082-1197
Beazley Cyber Services Team:	bbr.claims@beazley.com (866) 567-8570
Notice of Claim, Loss or Circumstance:	Beazley Group Attn: Cyber & Tech Claims Group 45 Rockefeller Plaza, 16th Floor New York, NY 10111 cyber&techclaims@beazley.com
Administrative Notice:	Beazley USA Services, Inc. 65 Memorial Road, Suite 320 West Hartford, CT 06107 Tel: (860) 677-3700 Fax: (860) 679-0247

Policy Information

Policy Number:	V2748C260801
Policy Period:	From: 01-Jun-2026 To: 01-Jun-2027 Both at 12:01 a.m. Local Time at the Named Insured Address
Premium:	\$5,010
Policy Form:	Beazley Breach Response 5.0 (F00653 022025 ed.)
Optional Extension Period & Premium:	12 Months for 100% of the Annual Policy Premium
Notified Individuals Threshold:	100 Notified Individuals
Waiting Period:	8 Hours for Business Interruption Loss 8 Hours for Dependent Business Interruption Loss
Continuity Date:	01-Jun-2019

Coverage Schedule

(All currency in USD)

Limit Retention

Breach Response

Notified Individuals:	100,000	
Legal, Forensic & Public Relations/Crisis Management:	\$1,000,000	\$2,500; but \$1,000 for Legal

**THE BREACH RESPONSE LIMITS ABOVE ARE IN ADDITION TO
THE POLICY AGGREGATE LIMIT OF LIABILITY**

Policy Aggregate Limit of Liability:	\$1,000,000	
Additional Breach Response Limit		
Additional Breach Response Limit:	\$1,000,000	
First Party Loss		
Business Interruption Loss		
Resulting from Security Breach:	\$100,000	each incident \$25,000
Resulting from System Failure:	\$100,000	each incident \$25,000
Computer Bricking Loss:	\$1,000,000	each incident \$5,000
Dependent Business Interruption Loss		
Resulting from Dependent Security Breach:	\$100,000	each incident \$5,000
Resulting from Dependent System Failure:	\$100,000	each incident \$5,000
Cyber Extortion Loss:	\$100,000	each incident \$25,000
Data Recovery Costs:	\$100,000	each incident \$25,000
Reputation Loss:	\$1,000,000	each incident \$5,000
Proof of Loss Expenses:	\$50,000	each incident \$5,000
Liability		
Data & Network Liability:	\$1,000,000	each Claim \$5,000
Regulatory Defense & Penalties:	\$1,000,000	each Claim \$5,000
Payment Card Liabilities & Costs:	\$1,000,000	each Claim \$5,000
Media Liability:	\$1,000,000	each Claim \$5,000
Contingent Bodily Injury:	\$250,000	each Claim \$5,000
eCrime		
Fraudulent Instruction:	\$250,000	each loss \$5,000
Funds Transfer Fraud:	\$250,000	each loss \$5,000
Telephone Fraud:	\$250,000	each loss \$5,000
Invoice Manipulation:	\$250,000	each loss \$5,000
Supplemental First Party Loss		
Cryptojacking:	\$1,000,000	each loss \$5,000
Criminal Reward:	\$50,000	

Endorsements Effective at Inception

- | | | |
|-----|---------------------|--|
| 1. | A00925MN 022025 ed. | Minnesota Amendatory Endorsement |
| 2. | E17263 022025 ed. | Policyholder Disclosure Notice of Terrorism Insurance Coverage |
| 3. | E02804 032011 ed. | Sanction Limitation and Exclusion Clause |
| 4. | E15626 022025 ed. | War and Cyber War Exclusion |
| 5. | E11122 012018 ed. | Cap on Losses Arising Out of Certified Acts of Terrorism |
| 6. | BICMU00110316MN | Minnesota Notice Of Guaranty Fund Protection |
| 7. | BICMU05090406 | Nuclear Exclusion |
| 8. | E11407 022025 ed. | Amend Breach Response Services to Remove Notified Individuals Threshold |
| 9. | E12698 022025 ed. | Amend Other Insurance Clause - Primary With Respect To Breach Response Services And First Party Loss |
| 10. | E15876 022025 ed. | Catastrophic First Party Loss Amendatory Endorsement (Full Limits) |
| 11. | E17278 022025 ed. | Liberalization Endorsement |
| 12. | E10944 022025 ed. | Post Breach Remedial Services Endorsement |
| 13. | E13372 022025 ed. | State Consumer Privacy Statutes Endorsement |



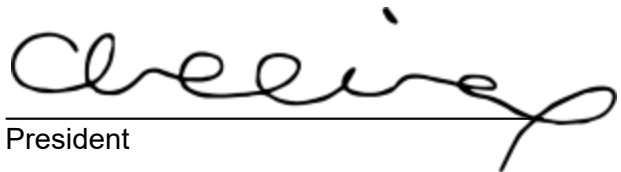
Authorized Representative

16-Mar-2026

Date



Secretary



President

Beazley Breach Response 5.0



Full Spectrum Cyber

In the world of cyber threats, rules don't apply.
You need a skilled, fearless, ready-for-anything team at your side.

Our Full Spectrum Cyber solution keeps you ahead
in the battle against cyber risks.

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Beazley Claims Service

Delivering great claims service is one of Beazley's top priorities. Our Claims Service Standards highlight what our stakeholders can expect when working with our Claims Team – expertise, responsiveness, partnership, fairness, and accountability. Please visit www.beazley.com to read more about our Claims Service Standards under Our Approach to Claims.

Beazley Breach Response 5.0

Cyber Insurance Policy

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

The Underwriters agree with the **Named Insured**, in consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Insurance Policy (hereinafter referred to as the "Policy") and subject to all the provisions, terms and conditions of this Policy:

Please refer to the Declarations, which show the insuring agreements that the **Named Insured** purchased. If an insuring agreement has not been purchased, coverage under that insuring agreement of this Policy will not apply.

Insuring Agreements

Breach Response

To provide **Breach Response Services** to the **Insured Organization** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Insured** first discovers during the **Policy Period**.

First Party Loss

To indemnify the **Insured Organization** for:

Business Interruption Loss

Business Interruption Loss that the **Insured Organization** sustains as a result of a **Security Breach** (including a **Voluntary Shutdown**) or **System Failure** that the **Insured** first discovers during the **Policy Period**.

Computer Bricking Loss

Computer Bricking Loss that the **Insured Organization** sustains as a result of a **Security Breach** that the **Insured** first discovers during the **Policy Period**.

Dependent Business Interruption Loss

Dependent Business Loss that the **Insured Organization** sustains as a result of a **Dependent Security Breach** or a **Dependent System Failure** that the **Insured** first discovers during the **Policy Period**.

Cyber Extortion Loss

Cyber Extortion Loss that the **Insured Organization** incurs as a result of an **Extortion Threat** first made against the **Insured Organization** during the **Policy Period**.

Data Recovery Costs

Data Recovery Costs that the **Insured Organization** incurs as a direct result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

Reputation Loss

Reputation Loss that the **Insured Organization** sustains solely as a result of an **Adverse Media Event** concerning a **Data Breach**, **Security Breach** or **Extortion Threat** that the **Insured** first discovers during the **Policy Period**.

Proof of Loss Expenses

Proof of Loss Expenses that the **Insured Organization** incurs as a result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

Liability

Data & Network Liability

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for:

1. a **Data Breach**;
2. a **Security Breach**;
3. the **Insured Organization's** failure to timely disclose a **Data Breach** or **Security Breach**;
4. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
 - (a) prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of **Personally Identifiable Information**;
 - (b) requires the **Insured Organization** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or
 - (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

provided the **Insured Organization** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

Regulatory Defense & Penalties

To pay **Penalties** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a **Data Breach** or **Security Breach**.

Payment Card Liabilities & Costs

To indemnify the **Insured Organization** for **PCI Fines, Expenses and Costs**, which it is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period**.

Media Liability

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for **Media Liability**.

Contingent Bodily Injury

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for **Contingent Bodily Injury**.

eCrime

To indemnify the **Insured Organization** for any direct financial loss sustained by the **Insured Organization** resulting from:

- (i) **Fraudulent Instruction**;
- (ii) **Funds Transfer Fraud**;
- (iii) **Telephone Fraud**; and
- (iv) **Invoice Manipulation**;

that the **Insured** first discovers during the **Policy Period**.

Supplemental First Party Loss

Cryptojacking

To reimburse the **Insured Organization** for any direct financial loss sustained by the **Insured Organization** resulting from **Cryptojacking** that the **Insured** first discovers during the **Policy Period**.

Criminal Reward

To indemnify the **Insured Organization** for **Criminal Reward Funds**.

Definitions

Additional Insured means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

Adverse Media Event means:

1. publication by a third party via any medium, including but not limited to television, print, radio, electronic or digital form, of previously non-public information specifically concerning a **Data Breach**, **Security Breach** or **Extortion Threat**; or
2. notification of individuals pursuant to part 4. of the **Breach Response Services** definition.

Multiple **Adverse Media Events** arising from the same or a series of related, repeated or continuing **Data Breaches**, **Security Breaches** or **Extortion Threats**, shall be considered a

single **Adverse Media Event**, and shall be deemed to occur at the time of the first such **Adverse Media Event**.

Bodily Injury means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress that results from such physical injury, sickness, disease or death.

Breach Notice Law means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.

Breach Response Services means the following fees and costs, provided by a vendor on the list of Incident Response Services maintained at <https://cyberservices.beazley.com>, in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:

1. for an attorney to evaluate the **Insured Organization's** obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement** and in connection with providing the **Breach Response Services** described below;
2. for a computer security expert to examine the **Insured Organization's Computer Systems** to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Insured Organization's Computer Systems**, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Insured Organization's** PCI compliance, as required by a **Merchant Services Agreement**;
4. to notify those individuals whose **Personally Identifiable Information** was, or may reasonably be believed to be, part of a **Data Breach**, exceeding the **Notified Individuals Threshold**;
5. to provide a call center for a period of up to 90 days and during standard business hours to respond to inquiries about a **Data Breach** that exceeds the **Notified Individuals Threshold**;
6. to provide a credit monitoring, identity monitoring or other solution for a period of 12 months, or longer if required by statute or regulation, to individuals notified pursuant to part 4., above, that exceeds the **Notified Individuals Threshold**; and
7. public relations and crisis management costs directly related to mitigating harm to the **Insured Organization** which are approved in advance by the Underwriters in their discretion.

Breach Response Services also includes assistance from the Beazley Cyber Services Team and access to **Education and Loss Prevention Tools**.

Breach Response Services will not include any internal salary or overhead expenses of the **Insured Organization** or the expenses, fees or costs of any service or provider that is not on the list of Incident Response Services identified above.

Business Interruption Loss means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach** (including a **Voluntary Shutdown**) or **System Failure**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

Business Interruption Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Dependent Business Loss**; or (vi) **Data Recovery Costs**.

Claim means:

1. a written demand received by any **Insured** for money or services;
2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Insured**; and
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Insured** to fulfill the **Insured Organization's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Policy. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

Claims Expenses means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters; and
2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against an **Insured**; provided the Underwriters will have no obligation to appeal or to obtain bonds.

Claims Expenses will not include any salary, overhead or other charges by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy, or costs to comply with any regulatory orders, settlements or judgments.

Computer Bricking Loss means the reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, **Extra Expense** or **Data Recovery Costs** to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organization** that are unable to function as intended due to corruption or destruction of software or firmware resulting from a **Security Breach**.

Computer Systems means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Insured Organization**; or
2. with respect to coverage under the Breach Response and Liability insuring agreements:
 - (i) operated by a third party pursuant to written contract with the **Insured Organization** and used for the purpose of providing hosted computer application services to the **Insured**

Organization or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data; or

- (ii) operated by a director, officer, principal, partner or employee of the **Insured Organization** either (1) for work done while acting within the scope of employment and related to the conduct of the **Insured Organization's** business or (2) in accordance with the terms and conditions of the **Insured Organization's** BYOD ("Bring Your Own Device") policy, provided such policy is in force at the time of any actual or reasonably suspected **Data Breach** or **Security Breach**.

Contingent Bodily Injury means those **Claims** wherein the **Damages** sought by the claimant are for **Bodily Injury** which arise solely out of a **Security Breach** affecting the **Insured Organization's Computer Systems** which is otherwise covered under the terms and conditions of this Policy. **Contingent Bodily Injury** does not include any **Claim** where the **Insured's** own act, error or omission is the direct immediate cause of such **Claim** for **Bodily Injury**. Furthermore, this extension of coverage applies only if such **Claim** for **Bodily Injury** is not covered under any other policy of insurance.

Continuity Date means:

1. the Continuity Date listed in the Declarations; and
2. with respect to any **Subsidiaries** acquired after the Continuity Date listed in the Declarations, the date the **Named Insured** acquired such **Subsidiary**.

Control Group means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **Insured Organization** and any individual in a substantially similar position.

Criminal Reward Funds means any amount offered and paid by the **Insured Organization** with the Underwriters' prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy; but will not include any amount based upon information provided by the **Insured**, the **Insured's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Policy must expire no later than 6 months following the end of the **Policy Period**.

Cryptojacking means the **Unauthorized Access or Use** of **Computer Systems** to mine for **Digital Currency** that directly results in additional costs incurred by the **Insured Organization** for electricity, natural gas, oil, cloud service provider or internet; provided, however, that such additional costs are:

1. incurred pursuant to a written contract between the **Insured Organization** and the respective utility provider, which was executed before the **Cryptojacking** first occurred;
2. billed to the **Insured Organization** by statements issued by the respective utility provider, which include usage or consumption information;
3. not charged to the **Insured Organization** at a flat fee that does not scale with the rate or use of the respective utility; and
4. incurred pursuant to statements issued by the respective utility provider and due for payment during the **Policy Period**.

Cyber Extortion Loss means:

1. any **Extortion Payment** that has been made by or on behalf of the **Insured Organization**, in an amount subject to the Underwriters' prior written consent, to prevent or terminate an **Extortion Threat**; and
2. reasonable and necessary expenses, including fees of an attorney to determine whether an **Extortion Payment** can be made in compliance with applicable law, incurred by the **Insured Organization** with the Underwriters' prior written consent, to prevent or respond to an **Extortion Threat**.

Damages means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured** or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs or other amounts an **Insured** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.

Data means any software or electronic data that exists in **Computer Systems**.

Data Breach means the theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Insured Organization** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Insured Organization** is liable.

Data Recovery Costs means the reasonable and necessary costs incurred by the **Insured Organization** to regain access to, replace or restore **Data**, or if **Data** cannot reasonably be accessed, replaced or restored, then the reasonable and necessary costs incurred by the **Insured Organization** to reach this determination.

Data Recovery Costs will not include (i) the monetary value of profits, royalties or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; (iv) **Cyber Extortion Loss**; or (v) any salaries, employee wages or overhead of the **Insured**.

Dependent Business means any entity that is not a part of the **Insured Organization** but which provides necessary products or services to the **Insured Organization** pursuant to a written contract.

Dependent Business Loss means:

1. **Income Loss**; and
2. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of an actual interruption of the **Insured Organization's** business operations caused by a **Dependent Security Breach** or **Dependent System Failure**. Coverage for **Dependent Business Loss** will apply only after the **Waiting Period** has elapsed.

Dependent Business Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Business Interruption Loss**; or (vi) **Data Recovery Costs**.

Dependent Security Breach means a failure of computer security to prevent a breach of computer systems operated by a **Dependent Business**.

Dependent System Failure means an unintentional and unplanned interruption of computer systems operated by a **Dependent Business**.

Dependent System Failure will not include any interruption of computer systems resulting from (i) a **Dependent Security Breach**, or (ii) the interruption of computer systems that are not operated by a **Dependent Business**.

Digital and Internet Infrastructure means Internet Exchange Point providers, Domain Name System (DNS) service providers, certificate authorities (including trust service providers), Content Delivery Network (CDN) providers, timing servers (including stratum-1 and 2) and **Electronic Communications Network Infrastructure** used for the provision of publicly available electronic communications services which support the transfer of information between network termination points.

Digital Currency means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

Education and Loss Prevention Tools means information and services made available by the Underwriters from time to time and includes access a dedicated portal through which **Insureds** can access news and information regarding breach response planning, data and network security threats, best practices in protecting data and networks, offers from third party service providers and related information, tools and services. **Insureds** will also have access to communications addressing timely topics in data security, loss prevention and other areas addressing timely topics in data security, loss prevention and other areas.

Electronic Communications Network Infrastructure means:

1. transmission and telecommunication systems or services, whether or not based on a permanent infrastructure or centralized administration capacity;
2. switching or routing equipment; and
3. other resources, including network elements which are not active,

which permit the conveyance of signals by wire, radio, optical or other electromagnetic means, including satellite networks, fixed (circuit- and packet-switched, including internet) and mobile networks, electricity cable systems to the extent that they are used for the purpose of transmitting signals, networks used for radio and television broadcasting and cable television networks.

Extortion Payment means **Money**, **Digital Currency** and marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

Extortion Threat means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;
2. perpetrate the **Unauthorized Access or Use of Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse or publicly disclose **Data**, **Personally Identifiable Information** or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

Extra Expense means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach**, **System Failure**, **Dependent Security Breach** or **Dependent System Failure** occurred.

Financial Institution means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, liquid assets fund or similar investment company where the **Insured Organization** maintains a bank account.

Financial Market Infrastructure means securities exchanges, central counterparty clearing houses and central securities depositories.

Forensic Expenses means reasonable and necessary expenses incurred by the **Insured Organization** to investigate the source or cause of a **Business Interruption Loss**.

Fraudulent Instruction means the transfer, payment or delivery of **Money** or **Securities** by or on behalf of an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, including any fraudulent instructions resulting from the use of deep-fake technology, synthetic media or any other technology enabled by the use of artificial intelligence, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

Fraudulent Instruction will not include loss arising out of:

1. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
2. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
3. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;

4. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
5. any liability to any third party, or any indirect or consequential loss of any kind;
6. any legal costs or legal expenses; or
7. proving or establishing the existence of **Fraudulent Instruction**.

Funds Transfer Fraud means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by the **Insured Organization** at such institution, without the **Insured Organization's** knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

1. the type or kind covered by the **Insured Organization's** financial institution bond or commercial crime policy;
2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Insured**;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;
6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

Income Loss means an amount equal to the income that the **Insured Organization** would have generated from its business operations (less tax) during the **Period of Restoration** or **Protection Period**, less (a) actual income (less tax) generated directly from business operations during the **Period of Restoration** or **Protection Period**; and (b) any cost savings achieved as a direct result of the reduction in income.

Individual Contractor means any natural person who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement that such natural person has with the **Insured Organization**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

Insured means:

1. the **Insured Organization**;

2. any director or officer of the **Insured Organization**, but only with respect to the performance of that person's duties as such on behalf of the **Insured Organization**;
3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or **Individual Contractor** of the **Insured Organization**, but only for work done while acting within the scope of that person's employment and related to the conduct of the **Insured Organization's** business;
4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of that person's duties as such on behalf of the **Insured Organization**;
5. any person who previously qualified as an **Insured** under parts 2. - 4., but only with respect to the performance of that person's duties as such on behalf of the **Insured Organization**;
6. an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Insured Organization**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
8. the lawful spouse, including any natural person qualifying as a domestic partner of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

Insured Organization means the **Named Insured** and any **Subsidiaries**.

Invoice Manipulation means the direct net loss to the **Insured Organization** resulting from the **Insured Organization's** inability to collect payment for goods, products or services as a direct result of the release or distribution of a fraudulent invoice or fraudulent payment instruction to a third party that directly resulted from a **Security Breach** or a **Data Breach**. The direct net loss to the **Insured Organization** means the direct net cost to the **Insured Organization** to provide goods, products or services and does not include any profit to the **Insured Organization** as a result of providing such goods, products or services.

Loss means **Breach Response Services; Claims Expenses; Damages; PCI Fines, Expenses and Costs; Penalties**; loss covered under the First Party Loss, eCrime and Supplemental First Party Loss insuring agreements; and any other amounts covered under this Policy.

Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Policy.

With respect to the **Breach Response** and **First Party Loss** insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

Media Liability means one or more of the following acts committed by, or on behalf of, the **Insured Organization** in the course of creating **Media Material** or displaying, broadcasting, disseminating or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct or other tort related to disparagement or harm to the reputation or character of any person or organization;

2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag or slogan, service mark or service name;
7. improper deep-linking or framing;
8. false arrest, detention or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

Media Material means any information, including words, sounds, numbers, images or graphics, that is displayed, broadcast, disseminated or released to the public, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

Merchant Services Agreement means any agreement between an **Insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Insured** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

Named Insured means the **Named Insured** listed in the Declarations.

Notified Individuals Threshold means the number of individual persons listed in the Declarations.

PCI Fines, Expenses and Costs means the monetary amount owed by the **Insured Organization** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the prior consent of the Underwriters, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Insured Organization** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

Penalties means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund");

but will not include (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the

confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

Period of Restoration means the 180-day period of time that begins upon the actual and necessary interruption of the **Insured Organization's** business operations.

Personally Identifiable Information means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
2. an individual's driver's license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

Policy Period means the period of time between the inception date listed in the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any **Optional Extension Period** or any prior policy period or renewal period.

Privacy Policy means the **Insured Organization's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

Proof of Loss Expenses means the reasonable and necessary costs that the **Named Insured** incurs to contract with a third party to prepare a proof of loss in support of a claimed **Loss** under the First Party Loss, eCrime and Supplemental First Party Loss insuring agreements.

Protection Period means the period beginning on the date the **Adverse Media Event** occurs, and ends after the earlier of:

1. 180 days; or
2. the date that gross revenues are restored to the level they would have been but for the **Adverse Media Event**.

Regulatory Proceeding means a request for information, civil investigative demand or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

Reputation Loss means the **Income Loss** that the **Insured Organization** would have earned during the **Protection Period** but for an **Adverse Media Event**.

When calculating any **Reputation Loss**, due consideration will be given to any amounts made up during, or within a reasonable time after the end of, the **Protection Period**.

Reputation Loss will not include any of the following:

- (i) loss arising out of any liability to any third party;
- (ii) legal costs or legal expenses of any type;

- (iii) loss incurred as a result of unfavorable business conditions;
- (iv) loss of market or any other consequential loss;
- (v) **Breach Response Services**;
- (vi) **Cyber Extortion Loss**; or
- (vii) loss arising out of an actual interruption of the **Insured Organization's** business operations for any period of time.

Securities means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

Security Breach means a failure of computer security to prevent:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

Subsidiary means any entity:

1. which, on or prior to the inception date of this Policy, the **Named Insured** owns or owned, directly or indirectly, more than 50% of the outstanding voting securities ("Management Control");
2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:
 - (i) the revenues of such entity do not exceed 15% of the **Named Insured's** annual revenues; or
 - (ii) if the revenues of such entity exceed 15% of the **Named Insured's** annual revenues, then coverage under this **Policy** will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters; and
3. which the **Named Insured** divests, sells or otherwise no longer has Management Control after the inception date of this Policy.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the **Named Insured** has Management Control over an entity.

System Failure means an unintentional and unplanned interruption of **Computer Systems**.

System Failure will not include any interruption of computer systems resulting from (i) a **Security Breach**, or (ii) the interruption of any third party computer system.

Telephone Fraud means the act of a third party gaining access to and using the **Insured Organization's** telephone system in an unauthorized manner.

Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public.

Transfer Account means an account maintained by the **Insured Organization** at a **Financial Institution** from which the **Insured Organization** can initiate the transfer, payment or delivery of **Money** or **Securities**.

Unauthorized Access or Use means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.

Unauthorized Disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Insured Organization** and is without knowledge, consent or acquiescence of any member of the **Control Group**.

Voluntary Shutdown means:

1. the voluntary and intentional shutdown of **Computer Systems** by the **Insured Organization**, but only to the extent necessary to limit the **Loss** during an active or ongoing **Unauthorized Access or Use of Computer Systems** or an infection of **Computer Systems** by malicious code, as covered by parts 1. or 4. of the definition of **Security Breach**; or
2. the intentional shutdown of **Computer Systems** by the **Insured Organization** as expressly required by any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity resulting from a situation described in parts 1. or 4. of the definition of a **Security Breach**, above.

Waiting Period means the period of time that begins upon the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach** (including a **Voluntary Shutdown**), **System Failure**, **Dependent Security Breach** or **Dependent System Failure**, and ends after the elapse of the number of hours listed as the **Waiting Period** in the Declarations.

Exclusions

The coverage under this Policy will not apply to any **Loss** arising out of:

Bodily Injury or Property Damage

1. **Bodily Injury**; but this exclusion shall not apply to any **Claim** under the Contingent Bodily Injury insuring agreement; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but this exclusion shall not apply to the Computer Bricking Loss insuring agreement. Electronic data will not be considered tangible property;

Trade Practices and Antitrust

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or

2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

Gathering or Distribution of Information

1. the unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful collection of **Personally Identifiable Information**; or
2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful audio or video recording;

Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
2. any **Claim**, **Loss**, incident or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement;

Racketeering, Benefit Plans, Employment Liability & Discrimination

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors or omissions related to any of the **Insured Organization's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

Sale or Ownership of Securities & Violation of Securities Laws

1. the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
2. an actual or alleged violation of a securities law or regulation;

Criminal, Intentional or Fraudulent Acts

any criminal, dishonest, fraudulent or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Insured**, or by others if the **Insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person **Insured**, if such **Insured** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Insured Organization**;

Patent, Software Copyright, Misappropriation of Information

1. infringement, misuse or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access or Use** of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Insured Organization**; or
3. use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by, or on behalf of, the **Insured Organization**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

Governmental Actions

a **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

Other Insureds & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Insured**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under the Data & Network Liability insuring agreement, or a **Claim** made by an **Additional Insured**; or
2. any business enterprise in which any **Insured** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Named Insured**;

Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the **Insured** or others in the care, custody or control of the **Insured Organization**;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished or damaged during transfer from, into or between accounts; or
4. the value of coupons, price discounts, prizes, awards or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime insuring agreement;

Media-Related Exposures

with respect to the Media Liability insuring agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. the actual or alleged obligation to make licensing fee or royalty payments;
3. any costs or expenses incurred or to be incurred by the **Insured** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media;
4. any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services; cost guarantees, cost representations or contract price estimates; or the failure of any goods or services to conform with any represented quality or performance;
6. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
7. any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner;

First Party Loss

with respect to the First Party Loss insuring agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by official order of any governmental or public authority;
2. costs or expenses incurred by the **Insured** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach, System Failure, Dependent Security Breach, Dependent System Failure** or **Extortion Threat**;
3. failure, interruption, or malfunction of **Financial Market Infrastructure, Digital and Internet Infrastructure**, power, water, oil, gas, electrical, sewage or other utilities, or mechanical infrastructure or services, that are not under the **Insured Organization's** direct operational control;
4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event; or
5. an actual or alleged obligation for the **Insured Organization** to make payments for products or services to a third party pursuant to a written contract;

Asbestos, Pollution, and Contamination

either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

The Underwriters will have no duty or obligation to defend any **Insured** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
4. the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

Limit of Liability and Coverage

Limits of Liability

The Policy Aggregate Limit of Liability listed in the Declarations (the “**Policy Aggregate Limit of Liability**”) is the Underwriters’ combined total limit of liability for all **Loss**, other than **Breach Response Services**, payable under this Policy.

The limit of liability payable under each insuring agreement will be an amount equal to the **Policy Aggregate Limit of Liability** unless another amount is listed in the Declarations. Such amount is the aggregate amount payable under this Policy pursuant to such insuring agreement and is part of, and not in addition to, the **Policy Aggregate Limit of Liability**.

All **Dependent Business Loss** payable under this Policy is part of and not in addition to the **Business Interruption Loss** limit listed in the Declarations.

The Underwriters will not be obligated to pay any **Damages, Penalties, PCI Fines, Expenses and Costs** or **Claims Expenses**, or to defend any **Claim**, after the **Policy Aggregate Limit of Liability** has been exhausted, or after deposit of the **Policy Aggregate Limit of Liability** in a court of competent jurisdiction.

Breach Response Limits

Coverage for **Breach Response Services** under this Policy is in addition to the Policy **Aggregate Limit of Liability**.

The Notified Individuals limit listed in the Declarations is the maximum total number of individuals to whom notification, call center and credit or identity monitoring services will be provided (or attempted) for all incidents or series of related incidents giving rise to an obligation to provide **Breach Response Services**.

The Legal, Forensic & Public Relations/Crisis Management limit listed in the Declarations is the aggregate limit of coverage for all services and costs covered under parts 1., 2., 3. and 7. of the definition of **Breach Response Services**.

Except as provided in the Additional Breach Response Limits clause below, the Underwriters will not be obligated to provide any **Breach Response Services** after the number of individuals to whom services are provided under part 4. of the definition of **Breach Response Services** reaches the Notified Individuals limit listed in the Declarations. If the total number of individuals to be notified under the Policy exceeds the Notified Individuals limit listed in the Declarations, the **Insured** will be responsible for notifying and providing call center services and credit or identity monitoring services to such additional individuals.

Additional Breach Response Limits

Notwithstanding the foregoing, if:

1. the total number of individuals to whom services described in parts 4., 5. and 6. of the definition of **Breach Response Services** are provided exceeds the amount listed in Notified Individuals limit listed in the Declarations; or
2. the dollar amount of the services described in parts 1., 2., 3. and 7. of the definition of **Breach Response Services** provided to the **Insured Organization** exceeds the Legal, Forensic & Public Relations/Crisis Management limit listed in the Declarations;

this Policy will cover the costs, fees and expenses incurred to provide such **Breach Response Services** up to an amount equal to the **Policy Aggregate Limit of Liability** (the "**Additional Breach Response Limit**").

The **Additional Breach Response Limit** is part of, and not in addition to, the **Policy Aggregate Limit of Liability** and will be reduced and may be exhausted by payments under either limit. Upon exhaustion of **the Additional Breach Response Limit**, there will be no further coverage under this Policy for any costs, fees or expenses covered thereunder.

Retentions

The Retention listed in the Declarations applies separately to each incident, event or related incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Named Insured** of covered **Loss** under each insuring agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

The Retention for **Breach Response Services** listed in the Declarations applies separately to each incident, event or related incidents or events, giving rise to legal, forensic and public relations/crisis management services and costs covered under parts 1., 2., 3. and 7. of the definition of **Breach**

Response Services. The Retention will be satisfied by monetary payments by the **Named Insured** for such services and costs.

Coverage for **Business Interruption Loss** and **Dependent Business Loss** will apply after the **Waiting Period** has elapsed and the Underwriters will then indemnify the **Named Insured** for all **Business Interruption Loss** and **Dependent Business Loss** sustained during the **Period of Restoration** in excess of the Retention.

Satisfaction of the applicable Retention is a condition precedent to the payment of any **Loss** under this Policy, and the Underwriters will be liable only for the amounts in excess of such Retention.

Optional Extension Period

Upon non-renewal or cancellation of this Policy for any reason except the non-payment of premium, the **Named Insured** will have the right to purchase, for additional premium in the amount of the Optional Extension Premium percentage listed in the Declarations of the full Policy Premium listed in the Declarations, an Optional Extension Period for the period of time listed in the Declarations. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Insured** during the Optional Extension Period and reported to the Underwriters during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the **Policy Period**. In order for the **Named Insured** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to the Underwriters within 60 days of the termination of this Policy.

The purchase of the Optional Extension Period will in no way increase the **Policy Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Named Insured** terminates the Optional Extension Period for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the Optional Extension Period.

All notices and premium payments with respect to the Optional Extension Period option will be directed to the Underwriters through the entity listed for Administrative Notice in the Declarations.

General Conditions

Notice of Claim or Loss

1. Notice of Breach

With respect to the Breach Response insuring agreement, the **Insured** must notify the Underwriters of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Insured**, but in no event later than 60 days after the end of the **Policy Period**.

Notice must be provided to the Beazley Cyber Services Team listed in the Declarations.

Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this subsection will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

2. Notice of First Party Loss – Cyber Extortion

With respect to the Cyber Extortion Loss insuring agreement, the **Named Insured** must notify the Underwriters of any **Extortion Threat** as soon as practicable after discovery by the **Insured**, but in no event later than 60 days after the end of the **Policy Period**.

Notice must be provided to the Beazley Cyber Services Team listed in the Declarations.

3. *Notice of First Party Loss – Other First Party Loss*

With respect to the First Party Loss insuring agreements (other than Cyber Extortion Loss), the **Named Insured** must notify the Underwriters of the circumstance, incident or event giving rise to such loss as soon as practicable after discovery by the **Named Insured**, but in no event later than 60 days after the end of the **Policy Period**.

Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

The **Named Insured** will provide the Underwriters a proof of loss for all **Loss** claimed under the First Party Loss insuring agreements (other than Cyber Extortion Loss). All such loss must be reported, and all proofs of loss must be provided, to the Underwriters no later than 180 days after discovery of the circumstance, incident or event giving rise to such loss.

4. *Notice of Liability Claim*

With respect to the Liability insuring agreements, the **Insured** must notify the Underwriters of any **Claim** as soon as practicable, but in no event later than (i) 60 days after the end of the **Policy Period**; or (ii) the end of the Optional Extension Period (if applicable).

Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss, eCrime or Supplemental First Party Loss insuring agreements and that is reported to the Underwriters in conformance with the General Conditions section herein will be considered to have been made during the **Policy Period**.

5. *Notice of eCrime and Supplemental First Party Loss*

With respect to the eCrime and Supplemental First Party Loss insuring agreements, the **Named Insured** must notify the Underwriters of any loss as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**.

Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response insuring agreement) the **Insured** may give written notice of such circumstance to the Underwriters through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable during the **Policy Period**. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Insured** first became aware of the act, error, omission or event.

Any subsequent **Claim** made against the **Insured** arising out of any circumstance reported to Underwriters in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the Underwriters during the **Policy Period**.

Defense of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defense counsel will be mutually agreed by the **Named Insured** and the Underwriters but, in the absence of such agreement, the Underwriters' decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Named Insured** and the Underwriters and will be selected from a firm maintained on Underwriters' website at <https://cyberservices.beazley.com/>.

The Underwriters will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the **Insured Organization** at any mediation meetings, arbitration proceedings, hearings, depositions or trials relating to the defense of any **Claim**, subject to a maximum of \$2,000 per day and \$100,000 in the aggregate, which amounts will be part of and not in addition to the **Policy Aggregate Limit of Liability**.

Settlement of Claims

If the **Insured** refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. seventy percent (70%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus seventy percent (70%) of any **Damages, Penalties and PCI Fines, Expenses and Costs** above the amount for which the **Claim** could have been settled;

and the Underwriters will have the right to withdraw from the further defense of such **Claim**.

The **Insured** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire **Claim** is resolved and the **Insured** obtains a full release on behalf of all **Insureds** from all claimants.

Assistance and Cooperation

The Underwriters will have the right to make any investigation they deem necessary, and the **Insured** will cooperate with the Underwriters in all investigations, including investigations regarding coverage under this Policy and the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy. The **Insured** will execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters' exposure under this Policy. Expenses incurred by the **Insured** in assisting and cooperating with the Underwriters do not constitute **Claims Expenses** under the Policy.

The **Insured** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters, except as specifically provided in the Settlement

of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

Subrogation

If any payment is made under this Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters will maintain all such rights of recovery. The **Insured** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. If the **Insured** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by the Underwriters and lastly to the Retention. Any additional amounts recovered will be paid to the **Named Insured**.

Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy.

Action Against the Underwriters

No action will lie against the Underwriters or the Underwriters' representatives unless and until, as a condition precedent thereto, the **Insured** has fully complied with all provisions, terms and conditions of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment or award against the **Insured** after trial, regulatory proceeding, arbitration or by written agreement of the **Insured**, the claimant and the Underwriters.

No person or organization will have the right under this Policy to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor will the Underwriters be impleaded by the **Insured** or the **Insured's** legal representative.

The **Insured's** bankruptcy or insolvency of the **Insured's** estate will not relieve the Underwriters of their obligations hereunder.

Change of Law, Unavailability of Breach Response Services

If there is a change of law, regulation or enforcement that prevents the Underwriters or its providers from providing all or part of the **Breach Response Services**, or if a provider is unable to or does not provide **Breach Response Services**, the Underwriters will make reasonable efforts to procure similar services from other sources. In such event, the maximum the Underwriters will pay for the costs of procuring and providing all **Breach Response Services**, including substitute products and services, will be no more than USD 10,000,000 in the aggregate for the **Policy Period**, which amount will be in addition to the **Policy Aggregate Limit of Liability**. If it is not reasonably possible for the Underwriters to procure substitute products or services, the Underwriters will not be obligated to provide such services.

Entire Agreement

By acceptance of the Policy, all **Insureds** agree that this Policy embodies all agreements between the Underwriters and the **Insured** relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not effect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

Mergers or Consolidations

If during the **Policy Period** the **Named Insured** consolidates or merges with or is acquired by another entity, or sells more than 50% of its assets to another entity, then this Policy will continue to remain in effect through the end of the **Policy Period**, but only with respect to events, acts or incidents that occur prior to such consolidation, merger, acquisition or sale. There will be no coverage provided by this Policy for any other **Claim** or **Loss** unless the **Named Insured** provides written notice to the Underwriters prior to such consolidation, merger, acquisition or sale, the **Named Insured** has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

Assignment

The interest hereunder of any **Insured** is not assignable. If the **Insured** dies or is adjudged incompetent, such insurance will cover the **Insured's** legal representative as if such representative were the **Insured**, in accordance with the terms and conditions of this Policy.

Cancellation

This Policy may be canceled by the **Named Insured** by giving written notice to the Underwriters through the entity listed for Administrative Notice in the Declarations stating when the cancellation will be effective.

This Policy may be canceled by the Underwriters by mailing to the **Named Insured** at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 10 days for cancellation due to non-payment of premium) after the date of notice.

If this Policy is canceled in accordance with the paragraphs above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any **Claim**, or any circumstance that could reasonably be the basis for a **Claim** or **Loss**, is reported to the Underwriters on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

Consent

Whenever consent of the Underwriters is required herein, such consent will not unreasonably be withheld.

Representation by the Insured

All **Insureds** agree that the statements contained the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof.

Named Insured as Agent

The **Named Insured** will be considered the agent of all **Insureds**, and will act on behalf of all **Insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The **Named Insured** is responsible for the payment of all premiums and Retentions and for receiving any return premiums.

Effective date of this Endorsement: 01-Jun-2026

This Endorsement is attached to and forms a part of Policy Number: V2748C260801

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

MINNESOTA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The definition of **Damages**, 5., is deleted and replaced in its entirety with the following:

5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, except to the extent that:

(i) this Policy is construed by a court of competent jurisdiction, or an arbitration panel, pursuant to Minnesota law, in which case **Damages** and **Claims Expenses** shall include punitive or exemplary damages or any damages which are a multiple of compensatory damages awarded against an **Insured** for **Insured's** vicarious liability in any **Claim** for a negligent act, error, or omission; or

(ii) this Policy is construed by a court of competent jurisdiction, or an arbitration panel, under the laws of any jurisdiction other than Minnesota, in which case **Damages** and **Claims Expenses** shall include punitive or exemplary damages or any damages which are a multiple of compensatory damages awarded against an **Insured** in any **Claim** for a negligent act, error, or omission, if such damages are insurable under the laws of that jurisdiction;

2. **Limits of Liability and Coverage, Limits of Liability** is amended by the addition of the following:

Provided, however, that if a judgement is entered against the **Insured**, the principal amount of which is within all applicable policy limits, and such judgment is otherwise covered under this Policy, the Underwriters shall pay the **Insured's** share of any costs, disbursements, and prejudgment interest, as determined by Minnesota law, included in the judgment even if the total amount of the judgement is in excess of the applicable policy limits.

3. **Optional Extension Period**, first paragraph, is deleted and replaced in its entirety with the following:

Upon non-renewal or cancellation of this Policy for any reason except the non-payment of premium, the **Named Insured** will have the right to purchase, for additional premium in the amount of the Optional Extension Premium percentage listed in the Declarations of the full Policy Premium listed in the Declarations, an Optional Extension Period for the period of time listed in the Declarations, which shall be at least 12 months in length. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any Insured during the Optional Extension Period and reported to the Underwriters during the Optional Extension Period, and arising out of any act, error or omission committed on or after any applicable **Retroactive**

Date and before the end of the **Policy Period**. In order for the **Named Insured** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to the Underwriters within 60 days of the termination of this Policy.

4. **General Conditions** is amended to add the following:

Retroactive Date means, a specified date on or prior to the effective date of this Policy upon which the Underwriters and **Named Insured** agree that coverage hereunder will be applicable, as specified in any endorsement to this Policy.

5. **General Conditions** is amended by adding the following:

Notice of Claims to Authorized Agent

Notwithstanding anything to the contrary in this Policy, the **Insured's** agent is authorized to receive written or oral notice of a **Claim**, such notice shall state particulars sufficient to identify the **Insured**.

6. **General Conditions, Subrogation** is amended by adding the following:

However, in the event of any payment under this Policy, the Underwriters may not proceed against its **Insureds** in a subrogation action where the **Damages** and **Claims Expenses** were caused by nonintentional acts of the **Insureds**, nor may the Underwriters proceed against another person or entity if that other person or entity is insured for the same **Loss** by the Underwriters and the **Damages** and **Claims Expenses** were caused by the nonintentional acts of the insured person or entity against whom subrogation is sought.

7. **General Conditions, Action Against the Insurers**, third paragraph, is deleted and replaced in its entirety with the following:

The bankruptcy, insolvency, or dissolution of the **Insured** or the **Insured's** estate will not relieve the Underwriters of their obligations hereunder, and in the event an execution against the **Insured** on a final judgment is returned unsatisfied, then such judgment creditor shall have a right of action on this Policy against the company to the same extent that the **Insured** would have, had the **Insured** paid the final judgment.

8. **General Conditions, Cancellation**, second paragraph, is deleted and replaced in its entirety with the following:

If this Policy has been in effect for less than 90 days and is not a renewal policy, the Underwriters may cancel this Policy for any reason. In such event, written notice shall be delivered or mailed via first class mail to the **Named Insured** at its last known address, and its agent of record, if any, at least 10 days before the effective date of cancellation.

If this Policy has been in effect for 90 days or more or is a renewal policy, the Underwriters may only cancel this Policy for one or more of the following reasons:

1. non-payment of premium;

2. misrepresentation or fraud made by or with the knowledge of the **Insured** in obtaining this Policy or in pursuing a **Claim** under this Policy;
3. actions by the **Insured** that have substantially increased or substantially changed the risk insured;
4. refusal of the **Insured** to eliminate known conditions that increase the potential for **Loss** after notification by the Underwriters that the condition must be removed;
5. substantial change in the risk assumed, except to the extent that the Underwriters should reasonably have foreseen the change or contemplated the risk in writing this Policy;
6. loss of reinsurance by the Underwriters which provided coverage to the Underwriters for a significant amount of the underlying risk insured;
7. a determination by the Commissioner of the Minnesota Department of Commerce that the continuation of this Policy would place the Underwriters in violation of the insurance laws of Minnesota; or
8. non-payment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing the insurance.

If the Underwriters cancel this Policy after having been in effect for 90 days or more for the reason set forth in 1. above, the Underwriters shall deliver or mail via first class mail to the **Named Insured** at its last known address, and its agent of record, if any, at least 10 days before the effective date of cancellation. The notice of cancellation shall state the reason for cancellation, the amount of the premium due, the due date, and the effect of non-payment by the due date. No cancellation for non-payment of premium shall be effective if the amount due is paid before the effective date set forth in the notice of cancellation.

If the Underwriters cancel this Policy after having been in effect for 90 days for the reasons set forth in 2. through 8. above, the Underwriters shall deliver or mail via first class mail to the **Named Insured** at its last known address, and its agent of record, if any, at least 60 days before the effective date of cancellation. The notice of cancellation shall state the reason for cancellation.

9. **General Conditions** is amended by adding the following:

Non-renewal

If the Underwriters decide to not renew this Policy, the Underwriters shall deliver or mail via first class mail written notice of intention to not renew to the **Named Insured** at its last known address, and its agent of record, if any. If such notice is not given at least 60 days before the end of the **Policy Period**, this Policy shall continue in force until 60 days after a notice of intent not to renew is received by the **Named Insured**.

10. **General Conditions** is amended by adding the following:

Conditional Renewal

If the Underwriters offer or purport to renew this Policy at less favorable terms as to the dollar amount of coverage or deductibles, higher rates, and/or higher rating plan, the new terms, the new rates and/or rating plan may take effect on the renewal date of this Policy if the Underwriters have sent to the **Named Insured** notice of the new terms, new rates and/or rating plan at least 30 days prior to the end of the **Policy Period**. If the Underwriters have not so notified the **Named Insured**, the **Named Insured** may elect to cancel the renewal policy within the 60-day period after receipt of the notice. Earned premium for the period of coverage, if any, shall be calculated pro rata upon the prior rate. No such notice shall be required with respect to coverage under the federal Terrorism Risk Insurance Act.

Such notice shall be delivered or mailed via first class mail to the **Named Insured** at its last known address, and its agent of record, if any.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such policy or endorsement provision comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

A handwritten signature in black ink, appearing to be 'N. J. [unclear]', written over a horizontal line.

Authorized Representative

Effective date of this Endorsement: 01-Jun-2026

This Endorsement is attached to and forms a part of Policy Number: V2748C260801

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80%; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended, is \$0.

Effective date of this Endorsement: 01-Jun-2026

This Endorsement is attached to and forms a part of Policy Number: V2748C260801

Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

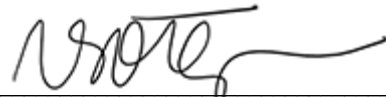
SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Jun-2026
This Endorsement is attached to and forms a part of Policy Number: V2748C260801
Beazley Insurance Company, Inc. referred to in this endorsement as either the “Insurer” or the “Underwriters”

WAR AND CYBER WAR EXCLUSION

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Exclusions is amended to include:

War and Cyber War

The coverage under this Policy will not apply to any **Loss** arising:

1. directly or indirectly out of **War**; or
2. from a **Cyber War**.

This exclusion applies notwithstanding anything to the contrary in this Policy or any appendix or endorsement added to this Policy.

2. For the purposes of this endorsement only:

Cyber War means any harmful act, conducted using a **Computer System** (or series of related, repeated or continuing harmful acts conducted using one or more **Computer System**), directed against one or more **Computer System** that is committed by, or at the direction or under the control of, a sovereign state, and which:

1. is conducted as part of a **War**; or
2. causes a major detrimental impact on:
 - (i) the functioning of another sovereign state due to disruption to the availability, delivery or integrity of any **Essential Service** in that other sovereign state; and/or
 - (ii) the security or defense of another sovereign state,


provided however that **Cyber War** shall not mean the direct or indirect effect of such harmful act(s) which causes a major detrimental impact on a sovereign state as described in parts 2.(i). and/or 2.(ii) above, on a **Computer System** operated by and either owned by or leased to the **Insured Organization** or operated by a **Dependent Business**, that is not physically located in a sovereign state which has suffered such major detrimental impact described in parts 2.(i). and/or 2.(ii) above.

Computer System means computers, any software residing on such computers, and any associated devices or equipment.

Essential Service means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.

War means the use of physical force by a sovereign state against another sovereign state (whether war be declared or not) or as part of a civil war, rebellion, revolution, insurrection and/or military or usurped power.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Jun-2026

This Endorsement is attached to and forms a part of Policy Number: V2748C260801

Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

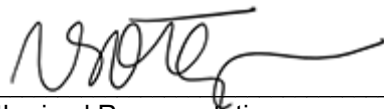
CAP ON LOSSES ARISING OUT OF CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

- A. If aggregate insured losses attributable to "Certified Acts of Terrorism" exceed \$100,000,000,000 in a calendar year and the Underwriters meet the applicable insurer deductible under the Terrorism Risk Insurance Act, the Underwriters are not liable for the payment of any portion of the amount of the losses exceeding \$100,000,000,000. Insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B. As used in this endorsement, "Certified Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Terrorism exclusions, or the inapplicability or omission of a terrorism exclusion, do not create coverage for injury or damage otherwise excluded under this Policy.

All other terms, exclusions and conditions of the policy remain unchanged.



Authorized Representative

MINNESOTA NOTICE OF GUARANTY FUND PROTECTION

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association
7600 Parklawn Ave. STE 460
Edina, Minnesota 55435
(952) 831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guaranty association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

Effective date of this Endorsement: 01-Jun-2026
This Endorsement is attached to and forms a part of Policy Number: V2748C260801
Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

NUCLEAR EXCLUSION

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this Policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Jun-2026

This Endorsement is attached to and forms a part of Policy Number: V2748C260801

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND BREACH RESPONSE SERVICES TO REMOVE NOTIFIED INDIVIDUALS THRESHOLD

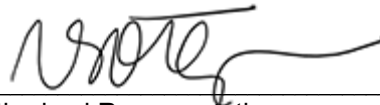
This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

In consideration of the premium charged for the Policy, it is hereby understood and agreed that parts 4. and 6. of the definition of Breach Response Services are deleted and replaced with the following:

4. to notify those individuals whose **Personally Identifiable Information** was, or may reasonably be believed to be, part of a **Data Breach**; and
6. to provide a credit monitoring, identity monitoring or other solution for a period of 12 months, or longer if required by statute or regulation, to individuals notified pursuant to part 4., above; and

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Jun-2026

This Endorsement is attached to and forms a part of Policy Number: V2748C260801

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND OTHER INSURANCE CLAUSE - PRIMARY WITH RESPECT TO BREACH RESPONSE SERVICES AND FIRST PARTY LOSS

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

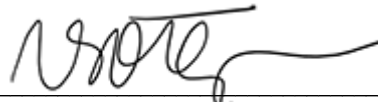
In consideration of the premium charged for the Policy, it is hereby understood and agreed that Other Insurance under General Conditions is deleted in its entirety and replaced with the following:

Other Insurance

The insurance under this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy; provided that this Policy shall be primary solely with respect to **Breach Response Services, Cyber Extortion Loss** and **Data Recovery Costs** covered under the Breach Response and First Party Loss insuring agreements.

The existence of other insurance available to an **Insured** shall not affect the Underwriters' obligations toward an **Insured** in paying **Loss** covered under this Policy nor shall it delay payment of such **Loss**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Jun-2026
This Endorsement is attached to and forms a part of Policy Number: V2748C260801
Beazley Insurance Company, Inc. referred to in this endorsement as either the “Insurer” or the “Underwriters”

CATASTROPHIC FIRST PARTY LOSS AMENDATORY ENDORSEMENT (FULL LIMITS)

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- The following sections are added to the Coverage Schedule in the Declarations:

Catastrophic First Party Loss Aggregate Limit of Liability:	100% of the Policy Aggregate Limit of Liability
Catastrophic First Party Loss Sub-Limits:	
Business Interruption Loss:	
<i>Resulting from Security Breach:</i>	100% of applicable limit of liability set forth in the First Party Loss section
<i>Resulting from System Failure:</i>	100% of applicable limit of liability set forth in the First Party Loss section
Dependent Business Loss:	
<i>Resulting from Dependent Security Breach:</i>	100% of applicable limit of liability set forth in the First Party Loss section
<i>Resulting from Dependent System Failure:</i>	100% of applicable limit of liability set forth in the First Party Loss section
Cyber Extortion Loss:	100% of applicable limit of liability set forth in the First Party Loss section
Data Recovery Costs:	100% of applicable limit of liability set forth in the First Party Loss section

2. The Limit of Liability and Coverage section is amended to include:

Catastrophic First Party Loss Limits

All **Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss, and/or Data Recovery Costs** that the **Insured Organization** sustains or incurs as a result of a **Catastrophic Cyber Event** will be subject to the applicable sub-limits of liability set forth in the Catastrophic First Party Loss Sub-Limits section of the **Coverage Schedule** in the Declarations. Such sub-limits are in the aggregate, and are part of, and not in addition to, the applicable limits of liability set forth in the First Party Loss section of the **Coverage Schedule** in the Declarations.

Provided however that the Underwriter's combined total limit of liability for all **Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss, and/or Data Recovery Costs** that the **Insured Organization** sustains or incurs as a result of a **Catastrophic Cyber Event** will be the Catastrophic First Party Loss Aggregate Limit of Liability set forth in the **Coverage Schedule** in the Declarations. Such limit shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability**.

All **Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss, and/or Data Recovery Costs** that the **Insured Organization** sustains or incurs that is not as a result of a **Catastrophic Cyber Event** will remain subject to the limits of liability set forth in the First Party Loss section of the **Coverage Schedule** in the Declarations.

3. The Definitions section is amended to include:

Affiliate means any entity directly or indirectly controlled by, or under common control with, a **Scheduled Cloud Service Provider** (or any successor of such entity).

Application Program means any computer software program that performs a particular function or task within the **Computer Operating System** for the end-user, including but not limited to database programs, web browsers, enterprise software, word processors, graphics software and media players.

Catastrophic Cyber Event means any **Security Breach, System Failure, Dependent Security Breach, Dependent System Failure** or **Extortion Threat** arising out of a **Cloud Services Provider Event** or **Operating System Event**.

Cloud Services Provider Event means a single partial or complete failure, interruption or malfunction of (or series of related, repeated or continuing partial or complete failures, interruptions or malfunctions of) cloud services provided by a **Scheduled Cloud Service Provider** that exceeds 72 consecutive hours.

Computer Operating System means computer system software that manages or administers computer hardware, software resources, or provides common services to run an **Application Program**. For the avoidance of doubt, **Computer Operating System** shall not mean **Application Program**.

Essential Service means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.

Operating System Event means a single act of exploitation of (or series of related, repeated or

continuing acts of exploitation of) software vulnerabilities in a **Computer Operating System**, including but not limited to ransomware, wiper malware, computer worms, and computer viruses, which causes a major detrimental impact on the functioning of a sovereign state due to disruption of the availability, delivery, or integrity of any **Essential Service** in that sovereign state.

Scheduled Cloud Service Provider means Amazon Web Services, Inc., Microsoft Corporation, Google LLC, or International Business Machines Corporation (or any successor of any of the foregoing) and any **Affiliate** of any of the foregoing that provides cloud services.

4. The General Conditions is amended to include:

First Party Loss Adjustment

The Underwriters may rely on any available evidence which is reasonable in determining whether any **Business Interruption Loss, Dependent Business Interruption Loss, Cyber Extortion Loss** and/or **Data Recovery Costs** arises from a **Catastrophic Cyber Event** or not. Such available evidence may include information from governments, computer forensics experts, or any other credible sources as to the nature, circumstances, or causes of the event. The Underwriters may also rely on available evidence gathered from any proof of loss provided by the **Named Insured**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Jun-2026

This Endorsement is attached to and forms a part of Policy Number: V2748C260801

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

LIBERALIZATION ENDORSEMENT


This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the **Insured** shall receive the benefit of the broader terms and conditions of this Policy or the expiring Beazley Breach Response Policy, except in relation to the Policy Period, the Optional Extension Period, the Limit of Liability and the Retentions of this Policy or with respect to any limitation in any Endorsement attaching to this Policy.

The Underwriters will not be obligated to issue this Endorsement on any renewal of this Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Jun-2026

This Endorsement is attached to and forms a part of Policy Number: V2748C260801

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

POST BREACH REMEDIAL SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Following a covered **Data Breach** or **Security Breach** involving the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**, the **Insured Organization** is eligible to receive **Post Breach Remedial Services**.

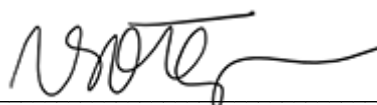
Post Breach Remedial Services means up to 100 hours per **Policy Period** of post-breach computer security consultation and remedial services to be provided by Beazley Security. Such services will be provided at the **Insured Organization's** request as per the description of services attached to this endorsement. **Post Breach Remedial Services** will be considered **Breach Response Services** and will be available in response to incidents in which forensic services and costs covered under parts 2. and 3. of the definition of **Breach Response Services** have been provided, subject to the applicable Retention. **Post Breach Remedial Services** will not include any costs to purchase or upgrade any hardware or software.

To access **Post Breach Remedial Services**, the **Insured Organization** must:

1. notify the Underwriters that they desire to receive such services; and
2. enter into an engagement agreement with Beazley Security to receive such services,

within sixty (60) days following a determination of the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Jun-2026
This Endorsement is attached to and forms a part of Policy Number: V2748C260801
Beazley Insurance Company, Inc. referred to in this endorsement as either the “Insurer” or the “Underwriters”

STATE CONSUMER PRIVACY STATUTES ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley Breach Response 5.0

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Policy is amended to include the following State Consumer Privacy Statutes insuring agreement:

State Consumer Privacy Statutes

To pay **Penalties** and **Claims Expenses** which the **Insured** is legally obligated to pay because of any **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization’s** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.

2. The definition of Claim is amended to include the following:
 4. institution of a **Regulatory Proceeding** against any **Insured** under the State Consumer Privacy Statutes insuring agreement for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization’s** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.
3. The Governmental Actions exclusion and part 1. of the Gathering or Distribution of Information exclusion will not apply to the State Consumer Privacy Statutes insuring agreement.
4. Solely with respect to the State Consumer Privacy Statutes insuring agreement, the Trade Practices and Antitrust exclusion is deleted in its entirety and replaced with the following:

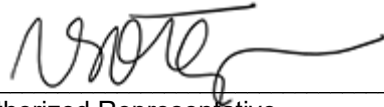
Trade Practices

any actual or alleged false, deceptive or unfair trade practices or unfair competition; but this exclusion will not apply to coverage under the State Consumer Privacy Statutes insuring agreement, provided no member of the **Control Group** participated in or colluded in the activities or incidents giving rise to coverage under such insuring agreement;

Antitrust

any actual or alleged antitrust violation, restraint of trade, false, deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act;

All other terms and conditions of this Policy remain unchanged.

A handwritten signature in black ink, appearing to read "N. J. ...", is written above a horizontal line.

Authorized Representative

DECLARATIONS

Policy Number: Jo657225A

FEDERAL INSURANCE COMPANY

Incorporated under the laws of Indiana, a stock insurance company, herein called the Company

One American Square 202 N Illinois Street, Suite 2600
Indianapolis, IN 46282

NOTICE: THE LIABILITY COVERAGE PARTS PROVIDE CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "MATTERS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY "LOSS" WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Organization:

FRIENDS OF ST. CROIX PREPARATORY ACADEMY
4260 STAGECOACH TRAIL N
STILLWATER, MN 55082

Item 2. Policy Period:

From: June 1, 2026 To: June 1, 2027
At 12:01 AM local time at the address shown above.

Item 3. Extended Reporting Period:

- (A) Additional Period: 1 Year(s)
- (B) Additional Premium: 100% of the annualized premium

Item 4. Coverage(s) Applicable to this Policy:

- Directors & Officers and Entity Liability Coverage Part
- Employment Practices Liability Coverage Part
- Fiduciary Liability Coverage Part
- Crime Coverage Part
- Kidnap, Ransom & Extortion Coverage Part
- Employed Lawyers Liability Coverage Part
- Workplace Violence Expense Coverage Part

DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

- (A) Aggregate Limit of Liability: \$1,000,000
 - (1) Sublimit for **Member Inquiry** Coverage: \$500,000
 - (2) Sublimit for **Tax Matters**: \$100,000
- (B) Aggregate Limit of Liability in (A) above shall be shared with:
 - Employment Practices Liability Fiduciary Liability Employed Lawyers Liability
- (C) Additional Limit of Liability Dedicated for **Executives**: \$1,000,000
- (D) Retentions:
 - (1) No Retention is applicable to Insuring Clause (A)
 - (2) Insuring Clauses (B) & (C): \$5,000
- (E) Pending or Prior Proceedings Date: June 1, 2013
- (F) Defense: Duty to Defend by Chubb

IN WITNESS WHEREOF, the Company issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

Federal Insurance Company



Secretary



President

March 27, 2026

Date



Authorized Representative

SCHEDULE OF FORMS

To be attached to and form part of
Policy Number: J0657225A

Company: Federal Insurance Company

Policy Period :
06-01-2026 to 06-01-2027

Issued to: FRIENDS OF ST. CROIX
PREPARATORY ACADEMY

<u>Form Number</u>	<u>Edition Date</u>	<u>Form Title</u>
PF-55501D	(07/21)	THE CHUBB ForeFront Insurance Declarations
10-02-1281	(03/15)	Terrorism Policyholder Disclosure Notice
14-02-23030	(05/18)	Notice of Loss Control Services
99-10-0311	(05/24)	Notice Concerning Policyholder Rights in an Insolvency Under the Minnesota Insurance Guaranty Association Law
99-10-0460B	(08/19)	Notice to Policyholders
ALL-20887a	(09/19)	Chubb Producer Compensation Practices and Policies
ALL-21101	(09/19)	Trade or Economic Sanctions Notice
PF-17914a	(04/16)	U.S. Treasury Departments Office of Foreign Assets Control - OFAC - Advisory Notice to Policyholders
PF-17993a	(04/20)	Notice to Policyholders - Questions About Your Insurance
General Terms and Conditions		
PF-55501	(07/21)	GENERAL TERMS AND CONDITIONS POLICY FORM
PF-55968	(07/21)	MINNESOTA AMENDATORY ENDORSEMENT
ALL-52004	(05/20)	Cap On Losses From Certified Acts Of Terrorism
PF-54797	(07/21)	AMEND TERMINATION OF POLICY ENDORSEMENT
PF-54828	(07/21)	PREDETERMINED RUN-OFF ENDORSEMENT
PF-55409	(07/21)	AMEND CONTROL GROUP FOR REPORTING, EXCLUSION SEVERABILITY, AND REPRESENTATIONS/SEVERABILITY FOR SELECTED COVERAGE PARTS ENDORSEMENT
PF-55416	(07/21)	AMEND CONTROL GROUP FOR REPORTING ONLY FOR SELECTED COVERAGE PARTS ENDORSEMENT

PF-55417	(07/21)	AMEND CONTROL GROUP FOR REPRESENTATIONS/SEVERABILITY ONLY FOR SELECTED COVERAGE PARTS ENDORSEMENT
PF-57453	(02/23)	AMEND DEFINITION OF APPLICATION ENDORSEMENT
Directors & Officers and Entity Liability Coverage Part		
PF-55503	(07/21)	DIRECTORS AND OFFICERS AND ENTITY LIABILITY FOR NOT-FOR-PROFIT ORGANIZATIONS COVERAGE PART POLICY FORM
PF-54808	(07/21)	MINNESOTA AMENDATORY ENDORSEMENT
PF-362291	(02/23)	AMEND DEFENSE AND SETTLEMENT (ADVANCEMENT OF DEFENSE COSTS) ENDORSEMENT
PF-362294	(02/23)	AMEND DEFINITION OF OUTSIDE CAPACITY ENDORSEMENT
PF-55015	(07/21)	AMEND PENDING OR PRIOR PROCEEDINGS EXCLUSION ENDORSEMENT
PF-55227	(07/21)	EMPLOYED LAWYERS ENDORSEMENT
PF-55231MN	(07/21)	CRISIS MANAGEMENT EXPENSE COVERAGE ENDORSEMENT
PF-55236	(07/21)	ADDITIONAL DEFENSE COSTS LIMIT ENDORSEMENT
PF-55278	(07/21)	ABSOLUTE PROFESSIONAL SERVICES/E&O (ALL INSURING CLAUSES) EXCLUSION ENDORSEMENT
PF-55396	(07/21)	AMEND BIPD EXCLUSION (CARVEBACK FOR PERSONAL INJURY AND PUBLISHER WRONGFUL ACT EMOTIONAL DISTRESS) ENDORSEMENT
PF-55561	(04/22)	AMENDED SUBLIMITS FOR MEMBER INQUIRY COVERAGE
PF-56272	(04/22)	AMEND DEFINITION OF LOSS ENDORSEMENT
PF-57049	(04/22)	CORPORATE HOMICIDE INVESTIGATION COSTS COVERAGE ENDORSEMENT
PF-57104	(10/22)	AMEND DEFINITION OF EXECUTIVE - SHADOW DIRECTOR
PF-57105	(10/22)	POLLUTION EXCLUSION - ENTITY ONLY WITH SECURITYHOLDER EXCEPTION
PF-57425	(02/23)	AMEND DEFENSE - SETTLE - INCUR DEFENSE WITHIN RETENTION

POLICYHOLDER DISCLOSURE
NOTICE OF
TERRORISM INSURANCE COVERAGE (for
policies with no terrorism exclusion or sublimit)
Insuring Company: Federal Insurance
Company

You are hereby notified that, under the Terrorism Risk Insurance Act (the “Act”), this policy makes available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. Beginning in 2016, the Federal share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is: \$
-0-.

If you have any questions about this notice, please contact your agent or broker.

Notice of Loss Control Services

Insuring Company: Federal Insurance Company

As a Chubb policyholder, you have loss prevention information and/or services available to you, as listed in this Notice. You may order any brochure by email to formsordering@chubb.com and to view our full suite of loss prevention brochures/services go to www.chubb.com/us/fl-lossprevention

Directors and Officers (D&O) Liability Loss Prevention Services

- **Directors and Officers Liability Loss Prevention Manuals:**
Directors and Officers Liability Loss Preventions – #14-01-0035
Directors and Officers Securities Litigation Loss Preventions – #14-01-0448
Director Liability Loss Prevention in Mergers and Acquisitions – #14-01-1099
Directors and Officers Liability Loss Prevention for Not-for-Profit- #14-01-0036
Cyber Loss Mitigation for Directors -#14-01-1199

Employment Practices Liability (EPL) Loss Prevention Services

- **Toll-free Hot Line**

Have a question on how to handle an employment situation? Simply call **1.888.249.8425** to access the nationally known employment law firm of Jackson Lewis P.C. We offer customers an unlimited number of calls to the hot line at no additional charge.

- **ChubbWorks.com**

ChubbWorks.com is a web-based platform that offers multiple services including overviews of employment laws, sample employment policies and procedures, and on-line training. To gain immediate access to ChubbWorks go to www.chubbworks.com and register using your policy number.

- **Employment Practices Loss Prevention Guidelines Manual**

Employment Practices Loss Prevention Guidelines - #14-01-0061

- **Loss Prevention Consultant Services**

Chubb has developed a network of more than 120 law firms, human resources consulting firms, and labor economist/statistical firms that offer specialized services for employment issues.

- **Public Company EPL Customers**

Employment Practices Loss Prevention Guidelines – Written by Seyfarth Shaw exclusively for Chubb this manual provides an overview of key employment issues faced by for-profit companies and offers proactive idea for avoiding employment lawsuits.

- **Private Company EPL Customers**

Employment Practices Loss Prevention Guidelines – Written by Seyfarth Shaw exclusively for Chubb this manual provides an overview of key employment issues for –profit companies and offers proactive idea for avoiding employment lawsuits.

Fiduciary Liability Loss Prevention Services

- **Fiduciary Liability Loss Prevention Manual**
Who May Sue You and Why: How to Reduce Your ERISA Risks and the Role of Fiduciary Liability Insurance #14-01-1019

Crime Loss Prevention Services

- **Crime/Kidnap, Ransom & Extortion Loss Prevention Manual**
Preventing Fraud: How Anonymous Hotlines Can Help #14-01-1090

Cyber Security Loss Prevention Services

Visit: <https://www2.chubb.com/us-en/business-insurance/cyber-security.aspx> to learn more about Chubb's Cyber Services for our policyholders.

Health Care Directors and Officers (D&O) Liability Loss Prevention Services

- **Readings in Health Care Governance Manual**
Readings in Health Care Governance -#14-01-0788
- **ChubbWorks.com**
ChubbWorks.com for Health Care Organizations – The Health Care Zone is a free online resource containing health care specific loss prevention information for employment practices liability, directors and officers (D&O) liability, and fiduciary liability exposures. To gain immediate access to ChubbWorks go to www.chubbworks.com and register using your policy number.
- **Health Care D&O Loss Prevention Consultant Services**
Health Care D& O Loss Prevention Consultant Services- #14-01-1164

The services provided are advisory in nature. While this program is offered as a resource in developing or maintaining a loss prevention program, you should consult competent legal counsel to design and implement your own program. No liability is assumed by reason of the services, access or information provided. All services are subject to change without notice.

**Notice Concerning
Policyholder Rights in an
Insolvency Under the
Minnesota Insurance
Guaranty Association Law**

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance companies licensed to do business in Minnesota are protected; **SUBJECT TO LIMITS AND EXCLUSIONS**, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

**Minnesota Insurance Guaranty Association
7600 Parklawn Avenue, Suite 329
Edina, Minnesota 55435
(952) 831-1908**

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the Guaranty Association is subject to other substantial limitations and exclusions. If your claim exceeds the Guaranty Association's limits you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

Insuring Company: Federal Insurance Company

Enclosed is your commercial insurance policy from Chubb. The bill that corresponds with this policy has been mailed separately. When you receive the bill, please pay the amount due by the date indicated. Payment should be made directly to Chubb. As always, prompt payment will keep your coverage in place.

If you have any questions about the attached policy or need assistance with additional insurance, contact your agent or broker. For questions about billing, call our Premium Accounting Service Center at 1-800-372-4822. Thank you for insuring through Chubb.



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number:

1-866-512-2862.

TRADE OR ECONOMIC SANCTIONS NOTICE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

CHUBB®

U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

QUESTIONS ABOUT YOUR INSURANCE?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by contacting:

**CHUBB
Customer Support Service Department
436 Walnut Street
PO Box 1000
Philadelphia, PA 19106-3703
1-800-352-4462**

In consideration of payment of the premium and subject to the Declarations and the limitations, conditions, provisions and other terms of this Policy, the Company and the Insureds agree as follows:

I. TERMS AND CONDITIONS

Except for these General Terms and Conditions or unless stated to the contrary in any Coverage Part, the terms and conditions of each Coverage Part apply only to that Coverage Part. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Part, the terms and conditions of such Coverage Part shall control for purposes of that Coverage Part. All bolded terms in these General Terms and Conditions that are not defined under Section II, Definitions shall have the meaning set forth in the applicable Coverage Part.

II. DEFINITIONS

Application means any portion of an application given to the Company for this Policy, including any attachments, written information, representations or materials provided to the Company by, or on behalf of, an **Insured** during the negotiation of this Policy or for the purposes of the Company's underwriting of this Policy.

Foreign Jurisdiction means any jurisdiction, other than the United States of America.

Global Law means:

- (A) United States federal, state, and local statutory law and any rule or regulation promulgated thereunder, all as amended;
- (B) United States common law; and
- (C) with respect to Subsections (A) and (B) above, any equivalent body of law in a **Foreign Jurisdiction**.

Liability Coverage Part means the Directors & Officers and Entity Liability ("D&O"), Employment Practices Liability ("EPL"), Fiduciary Liability ("FL") and Employed Lawyers Liability ("ELL") Coverage Parts, if purchased as set forth in Item 4, Coverage(s) Applicable to this Policy, of the Declarations.

Non-Liability Coverage Part means the Crime ("Crime"), Kidnap, Ransom & Extortion ("KRE") and Workplace Violence Expense ("WPV") Coverage Parts, if purchased as set forth in Item 4, Coverage(s) Applicable to this Policy, of the Declarations.

Organization means the **Parent Organization** and any **Subsidiary Organization** shall also mean any such entity as a debtor in possession or the equivalent thereof in a **Foreign Jurisdiction**.

Parent Organization means the entity named in Item 1 of the Declarations.

Policy Period means the period of time set forth in Item 2 of the Declarations (subject to any termination in accordance with Section XIX, Termination of Policy) and the Extended Reporting Period, if applicable.

Related means based upon, arising from or in consequence of the same or related, or the same or related series of, facts, circumstances, transactions, situations, events or **Wrongful Acts**.

Subsidiary means:

- (A) any entity while the **Parent Organization**, directly or indirectly through one or more **Subsidiaries**:
 - (1) owns or controls more than fifty percent (50%) of the outstanding securities or voting rights representing the present right; or

- (2) has the right, pursuant to either written contract or the by-laws, charter, operating agreement or similar documents of an **Organization**,
to elect, appoint or exercise a majority control over such entity's directors, trustees, manager, member of the Board of Managers, or the functional or foreign equivalent positions of such entity;
- (B) any entity while the **Parent Organization**, directly or indirectly through one or more **Subsidiaries**:
- (1) owns or controls exactly fifty percent (50%) of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's directors, trustees, manager, member of the Board of Managers, or the functional or foreign equivalent positions of such entity; and
- (2) has the right, pursuant to either written contract or the by-laws, charter, operating agreement or similar documents of an **Organization** to solely control the management and operation of such entity; or
- (C) any foundation or charitable trust while such entity is controlled by the **Parent Organization**;

However, with respect to the D&O for Not-for-Profit Organizations Coverage Part (if purchased), **Subsidiary** shall not include any for-profit entity or chapter of the **Parent Organization** unless added by Endorsement.

III. LIMIT OF LIABILITY

- (A) With respect to the **Liability Coverage Parts**:
- (1) The Company's maximum aggregate liability for each **Liability Coverage Part** shall be the applicable Aggregate Limit of Liability set forth in Item 4(A) of the Declarations: (a) subject to any Sublimits; and (b) excess of any applicable Retention.
- (2) Subject to Paragraph (A)(1) above, if the Limit of Liability of any Coverage Part is designated as shared in Item 4(B) of the Declarations ("Shared Coverage Part"), then the Company's Limit of Liability for each Shared Coverage Part shall be part of, and not in addition to, all other Shared Coverage Parts and shall reduce and may exhaust the Limit of Liability for each Shared Limit of Liability.
- (3) Subject to Paragraphs (A)(1) and (A)(2) above, all **Defense Costs** are part of, and not in addition to, the applicable Aggregate Limit of Liability for each **Liability Coverage Part** and payment by the Company of **Defense Costs** shall reduce and may exhaust such Limits of Liability.
- (4) If different parts of a **Matter** are subject to different Sublimits under this Policy, then the amount of **Loss** applicable to such Sublimits shall not exceed the largest applicable Sublimit.
- (B) With respect to the **Non-Liability Coverage Parts**, the Company's maximum liability shall be the applicable Limits of Liability set forth in the Crime, KRE and WPV portions of the Declarations and shall apply as provided in such **Non-Liability Coverage Part**.

IV. RETENTION

- (A) With respect to the **Liability Coverage Parts**:
- (1) The Retentions shall apply as set forth in the Declarations and shall only apply to covered **Loss**. Retentions shall be borne uninsured by the **Insureds** and at their own risk.
- (2) If different parts of a **Matter** are subject to different Retentions in different Insuring Clauses, Coverage Extensions or Coverage Parts, the applicable Retentions shall be applied separately to each part of such **Matter**, but the sum of such Retentions shall not exceed the largest applicable Retention.

- (3) No Retention shall apply to **Loss** incurred by an **Insured Person** if such **Loss** cannot be indemnified by an **Organization** because such **Organization** is not permitted to indemnify by any **Global Law**, or is permitted or required to indemnify, but is unable to do so by reason of **Financial Impairment**.
 - (4) Except as otherwise provided in this Policy, coverage for any **Matter** (other than a **Claim** or **Derivative Demand Investigation**) shall only apply in excess of the Retention applicable if such **Matter** was a **Claim**.
- (B) With respect to the **Non-Liability Coverage Parts**:
- (1) The Company's liability shall apply only to that part of each covered loss which is in excess of the applicable Retention set forth in the Crime, KRE and WPV portions of the Declarations, if applicable.
 - (2) If an **Insured** receives payment under another insurance policy or bond, after application of any deductible or retention thereunder, for loss also covered hereunder, then the applicable Retention set forth in the Crime, KRE and WPV portions of the Declarations, if applicable, shall be reduced by the amount of the deductible or retention applied to such loss under such other insurance policy or bond.
-

V. RELATED MATTERS

With respect to the **Liability Coverage Parts**, all **Matters** that are **Related** shall be deemed a single **Matter** first made on the date the earliest of such **Matters** was either first made, or on the date the earliest of such **Matters** is deemed to have been first made in accordance with the reporting provisions of this Policy or any prior policy.

VI. EXTENDED REPORTING PERIOD

With respect to the **Liability Coverage Parts**:

- (A) If this Policy does not renew or is otherwise terminated for a reason other than for non-payment of premium (each a "Termination of Coverage"), then any **Insured** shall have the right to purchase the Extended Reporting Period for the Additional Period and Additional Premium as set forth in Item 3 of the Declarations.
- (B) The right to purchase the Extended Reporting Period shall lapse unless written notice of election to purchase the Extended Reporting Period, together with payment of the applicable Additional Premium, is received by the Company within sixty (60) days after the effective date of a Termination of Coverage.
- (C) If the Extended Reporting Period is purchased, then coverage otherwise afforded by this Policy shall be extended to apply to:
 - (1) any **Matter** that is either first made or deemed to have been first made during the Extended Reporting Period;
 - (2) any **Matter** that is reported to the Company in accordance with the Reporting Section for each applicable **Liability Coverage Part**; and
 - (3) any **Matter** for any **Wrongful Act**, or any **Matter** arising out of facts or circumstances, occurring prior to the earliest of the effective date of a Termination of Coverage or the date of any conversion of coverage described in Section X, Acquisition of The Parent Organization, or Section XI, Acquisition, Creation or Cessation of Subsidiaries or Plans.
- (D) The Additional Premium for the Extended Reporting Period shall be deemed fully earned at the inception of the Extended Reporting Period.

- (E) No coverage shall be available under this Section VI for that portion of any **Matter** covered under insurance purchased subsequent to the effective date of a Termination of Coverage. The applicable Limits of Liability including any Sublimits for the Extended Reporting Period are part of, and not in addition to, any applicable Aggregate Limit of Liability for the **Policy Period** immediately preceding the Extended Reporting Period.

VII. BANKRUPTCY

- (A) Bankruptcy or insolvency of any **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights or defenses under this Policy.
- (B) In the event a liquidation or reorganization proceeding is commenced by or against an **Organization** under United States bankruptcy law or any equivalent body of law in a **Foreign Jurisdiction**, the **Organization** and the **Insured Persons** hereby agree not to oppose or object to any efforts by the Company, the **Organization** or an **Insured Person** to obtain relief from any stay or injunction.

VIII. INDEMNIFICATION, SUBROGATION AND RECOURSE

With respect to the **Liability Coverage Parts**:

- (A) This Policy has been issued to the **Parent Organization** with the understanding and agreement that each **Organization** agrees to fulfill its indemnification obligations to each **Insured Person** to the fullest extent permitted by: (1) any **Global Law**, or (2) any contract or agreement providing an indemnification obligation exceeding any such law. If indemnification is permitted, then coverage shall apply under each **Liability Coverage Part** as if such indemnification has been provided. If the Company pays as **Loss** any indemnification owed to any **Insured Person** by any **Organization**, the Company does not waive or compromise any of its rights to recover such **Loss** from such **Organization**.
- (B) In the event of any payment of **Loss** under this Policy, the Company shall be subrogated to the extent of such payment of **Loss** to all of the **Insureds'** rights of recovery, including any such right to indemnification from any **Organization, Outside Entity**, other insurer or other source. The **Insureds** shall take all reasonable actions to secure and preserve the Company's rights, including any action against any **Organization** for indemnification. It is understood and agreed that the Company shall not subrogate against any **Insured Person**.
- (C) Any recovery of payment made by the Company shall be the sole property of the Company; provided, as of the date the recovery is received by the Company, the applicable Limits of Liability of this Policy shall be reinstated in the amount of such recovery, minus all costs incurred by the Company to obtain such recovery.
- (D) No **Plan** has purchased or paid for this Policy and thus, the right of recourse that is otherwise required under ERISA Section 410(b)(1) is not applicable.

IX. ACTION AGAINST THE COMPANY

No action may be taken against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy. No natural person or entity shall have any right under this Policy to join the Company as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the Company be impleaded by such **Insured** or legal representatives of such **Insured**.

X. ACQUISITION OF THE PARENT ORGANIZATION

- (A) If during the **Policy Period** any of the following events occurs:
- (1) another entity, natural person or group of entities or natural persons acquires:
- (a) more than fifty percent (50%) of the outstanding securities or voting rights representing the present right; or

- (b) the right, pursuant to either written contract or the by-laws, charter, operating agreement or similar documents;
- to elect, appoint or exercise a majority control over the **Parent Organization's** directors, trustees, manager, member of the Board of Managers, or the functional or foreign equivalent positions of the **Parent Organization**;
- (2) the **Parent Organization** emerges from bankruptcy as of the effective date stated in the plan of reorganization; or
- (3) the acquisition of all or substantially all of the **Parent Organization's** assets, by another entity, natural person or group of entities or natural persons, or the merger of the **Parent Organization** into or with another entity such that the **Parent Organization** is not the surviving entity;
- (B) then:
- (1) any applicable coverage under this Policy with respect to:
- (a) any **Liability Coverage Part**, shall continue until the expiration of the current **Policy Period**, solely for **Matters for Wrongful Acts**, or **Matters** arising out of facts or circumstances, first occurring prior to such event; or
- (b) any **Non-Liability Coverage Part**, shall terminate subject to Section XIX, Termination of Policy;
- (2) the **Parent Organization** shall give written notice of such event to the Company as soon as practicable together with such information as the Company may require; and
- (3) the entire premium for this Policy shall be deemed fully earned as of the effective date of such event.
- (C) If the **Parent Organization** gives the Company written notice of an acquisition described in Paragraphs (A)(1) or (A)(3) above at least sixty days prior to the date of such acquisition together with all information that the Company may require, the Company shall provide the **Parent Organization** with a quote for up to a six (6) year extension of coverage, solely for **Matters for Wrongful Acts**, or **Matters** arising out of facts or circumstances, first occurring prior to such acquisition (the "Run-Off Quote"). Coverage offered pursuant to the Run-Off Quote may be subject to additional or different terms and conditions and payment of additional premium. If the **Parent Organization** accepts the Run-Off Quote, the extension of coverage provided pursuant to the Run-Off Quote shall replace any extension of coverage that would otherwise be available to the **Insureds** pursuant to Section VI, Extended Reporting Period.

XI. ACQUISITION, CREATION OR CESSATION OF SUBSIDIARIES OR PLANS

- (A) **Acquisition of Another Organization, Sponsored Plan or Employee Benefit Plan**
- (1) With respect to the **Liability Coverage Parts**, if before or during the **Policy Period** an **Organization** acquires:
- (a) voting rights or appointment rights in another entity, such that the acquired entity becomes a **Subsidiary**; or
- (b) another plan such that the acquired plan becomes a **Sponsored Plan** (other than an Employee Stock Ownership Plan ("ESOP")),
- then coverage shall be provided for such **Subsidiary, Sponsored Plan**, and any **Insureds** thereof, solely for **Matters for Wrongful Acts**, or **Matters** arising out of facts or circumstances, first occurring after such acquisition.

- (2) With respect to the **Non-Liability Coverage Parts**, if before or during the **Policy Period** an **Insured** acquires, merges or consolidates with another entity, such that the acquired, merged or consolidated entity becomes a **Subsidiary**, then coverage shall be provided for such **Subsidiary** and any **Employee Benefit Plan** thereof for loss **Discovered** after the date the **Insured** acquires, merges or consolidates with such entity, regardless of whether or not the loss was sustained prior to the date of such acquisition, merger or consolidation.

(B) **Acquisition or Creation of ESOP**

If during the **Policy Period** any **Organization** creates or directly or indirectly acquires an ESOP, then with respect to the Fiduciary Liability Coverage Part, the **Organization** shall promptly give to the Company written notice thereof, together with such other information requested by the Company. The Company shall, at the request of the **Organization**, provide to the **Organization** a quotation for coverage for **Matters** based upon, arising from or in consequence of such ESOP, subject to such terms, conditions, and limitations of coverage and such additional premium as the Company, in its sole discretion, may require.

(C) **Cessation of Subsidiaries, Sponsored Plans or Employee Benefit Plans**

If before or during the **Policy Period**:

- (1) an **Organization** ceases to be a **Subsidiary**, then with respect to any:
- (a) **Liability Coverage Part**, coverage for such **Subsidiary** and its **Insureds** shall continue until termination of this Policy for **Matters** for **Wrongful Acts**, or **Matters** arising out of facts or circumstances, first occurring while such **Organization** was a **Subsidiary**; and
 - (b) **Non-Liability Coverage Part**, such **Subsidiary** and any **Employee Benefit Plan** thereof shall cease to be **Insureds** as of the effective date of such cessation and coverage under this Policy shall terminate in accordance with Section XIX, Termination of Policy.
- (2) a **Sponsored Plan** is terminated or otherwise ceases to be a **Sponsored Plan**, then with respect to the Fiduciary Liability Coverage Part coverage for such **Sponsored Plan** and its **Insureds** shall continue until termination of this Policy for **Matters** for **Wrongful Acts**, or **Matters** arising out of facts or circumstances, occurring prior to the earlier of:
- (a) the date that the **Organization** or **Insured Person** ceases to be a fiduciary of such **Sponsored Plan**; or
 - (b) the date that:
 - (i) the **Sponsored Plan** ceases to be a **Sponsored Plan**; or
 - (ii) the final distribution of the assets of such **Sponsored Plan**,whichever occurs last.
- (3) the Pension Benefit Guaranty Corporation (“PBGC”) becomes the Trustee of a **Sponsored Plan**, then with respect to the Fiduciary Liability Coverage Part coverage for such **Sponsored Plan** and its **Insureds** shall continue until termination of this Policy for **Matters** for **Wrongful Acts**, or **Matters** arising out of facts or circumstances, first occurring prior to the effective date the PBGC became the Trustee of such **Sponsored Plan**.

XII. REPRESENTATIONS AND SEVERABILITY

With respect to the **Liability Coverage Parts**:

- (A) The Company, in issuing this Policy, has relied upon the statements, representations and information in the **Application** as being true and accurate. The **Application** is the basis for, and considered incorporated into, this Policy and shall be construed as a separate request for coverage by each **Insured**.
 - (B) The knowledge of an **Insured** shall not be imputed to any **Insured Person**, and only the actual knowledge of the **Control Group** shall be imputed to the **Organization** or **Plan**. The Company shall not be entitled under any circumstances to void or rescind this Policy with respect to any **Insured**.
 - (C) However, in the event that such **Application** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the Company under this Policy, then no coverage shall be afforded for any **Matter** based upon, arising from or in consequence of any such misrepresentations with respect to:
 - (1) any **Insured Person** who knew of such misrepresentations (whether or not such **Insured Person** knew such **Application** contained such misrepresentations) or any **Organization** or **Plan** to the extent it indemnifies any such **Insured Person**; or
 - (2) any **Organization** or **Plan** if any member of the **Control Group** knew of such misrepresentations (whether or not such individual knew such **Application** contained such misrepresentations).
-

XIII. STATE AMENDATORY INCONSISTENCY

If there is an inconsistency between a state amendatory endorsement attached to this Policy and any other term or condition of this Policy, the Company shall apply, where permitted by law, those terms and conditions either of such state amendatory endorsement or the Policy which are more favorable to the **Insured's** coverage; provided that, with respect to any time period relating to notice of cancellation or non-renewal, the Company shall apply the applicable state law.

XIV. NOTICE

- (A) Notice to the Company of any **Matter, Potential Claim** or circumstances under any **Liability Coverage Part**, or any loss or occurrence that may subsequently result in a covered loss under any **Non-Liability Coverage Part**, shall be deemed notice under the Policy in its entirety.
- (B) All notices to the Company under this Policy of any **Matter, Potential Claim** or circumstances under any **Liability Coverage Part**, or any loss or occurrence that may subsequently result in a covered loss under any **Non-Liability Coverage Part**, shall be given in writing to one of the following addresses:
 - (1) ChubbClaimsFirstNotice@Chubb.com
 - (2) Attn: Chubb Claims Department
Chubb
P.O. Box 5122
Scranton, PA18505-0544
- (C) All other notices to the Company under this Policy shall be given in writing addressed to:
 - (1) NA.FinancialLines@Chubb.com
 - (2) Attn: Chubb Underwriting Department
Chubb
202B Hall's Mill Road
Whitehouse Station, NJ 08889

- (D) Any notice described in Subsection (B) or (C) above shall be effective on the date of receipt by the Company.
-

XV. HEADINGS

The descriptions in the headings and sub-headings of this Policy are solely for convenience and form no part of the terms and conditions of coverage.

XVI. SPOUSES, DOMESTIC PARTNERS, ESTATES AND LEGAL REPRESENTATIVES

With respect to the **Liability Coverage Parts**, coverage under this Policy shall extend to **Claims** for **Wrongful Acts** of an **Insured Person** made against:

- (A) the estate, heirs, legal representatives or assigns of such **Insured Person** if such **Insured Person** is deceased, or the legal representatives or assigns of such **Insured Person** if such **Insured Person** is legally incompetent, insolvent or bankrupt; or
- (B) the lawful spouse or domestic partner of such **Insured Person** solely by reason of such spouse's or domestic partner's: (1) status as a spouse or domestic partner, or (2) ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**;

provided that no coverage afforded by this Section XVI shall apply with respect to any loss arising from an act, error or omission by an **Insured Person's** estate, heirs, assigns, lawful spouse or domestic partner.

XVII. ALTERATION AND ASSIGNMENT

No change in, modification of or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy which is signed by an authorized representative of the Company.

XVIII. COMPLIANCE WITH TRADE SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the Company from providing insurance.

XIX. TERMINATION OF POLICY

- (A) With respect to the **Liability Coverage Parts**, this Policy shall terminate at the earliest of the following times:
- (1) ten (10) days after receipt by the **Parent Organization** of a written notice of termination from the Company for non-payment of premium;
 - (2) upon expiration of the **Policy Period**;
 - (3) upon receipt by the Company of a written notice of termination from the **Parent Organization**; except with respect to the **Liability Coverage Parts**, this Policy may not be terminated by the **Parent Organization** after the effective date of any event described in Section X, Acquisition of the Parent Organization; or
 - (4) at such other time as may be agreed upon by the Company and the **Parent Organization**.
- (B) With respect to the **Non-Liability Coverage Parts**, this Policy shall terminate at the earliest of following times:
- (1) upon any event set forth in Subsection (A) above;

- (2) immediately upon any event described in Section X, Acquisition of the Parent Organization;
 - (3) immediately upon the liquidation or dissolution of the **Parent Organization**;
 - (4) as to any **Insured**, immediately upon such **Insured's** liquidation or dissolution;
 - (5) as to any **Insured**, immediately upon any event described in Section XI, Acquisition Creation, Cessation of Subsidiaries or Plans; or
 - (6) as to any **Employee Benefit Plan**, immediately upon the full assumption of responsibilities for the administration of such **Employee Benefit Plan** by another entity or **Insured** that was not the plan sponsor of such **Employee Benefit Plan** as of either the inception date of this Policy or the date such **Employee Benefit Plan** was added to the Policy.
- (C) The Company shall refund the unearned premium on a pro rata basis if this Policy is terminated. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.
-

XX. PAYMENT PRIORITY AND COVERAGE COORDINATION

With respect to the **Liability Coverage Parts**:

- (A) It is understood and agreed that any coverage provided under this Policy is principally intended to protect and benefit the **Insured Persons**. Accordingly, in the event that **Loss** for which an **Insured Person** has not been paid or indemnified; and any other **Loss**, are concurrently due under any **Liability Coverage Part**, the Company shall pay **Loss** as follows:
- (1) first, **Loss** for which an **Insured Person** has not been paid or indemnified;
 - (2) second, if applicable, **Loss** for which an **Insured Person** has been indemnified by the **Organization**; or **Loss** incurred by a **Plan**;
 - (3) third, if applicable, **Loss** incurred by an **Organization**; and
 - (4) with respect to whatever remaining amount of the Limit of Liability is available after payment under Paragraphs (A)(1) through (A)(3) above, any other **Loss** afforded coverage under any Insuring Clause or Coverage Extension.
- (B) Except as otherwise provided in Subsection (A) above, the Company may pay covered **Loss** as it becomes due under this Policy without regard to the potential for other future payment obligations under this Policy.
- (C) Any **Loss** covered under more than one **Liability Coverage Part** shall be first covered under the Employment Practices Liability Coverage Part, if applicable, subject to its terms, conditions and limitations. Any remaining portion of such **Loss** otherwise covered under any other applicable **Liability Coverage Part** which is not paid under the Employment Practices Liability Coverage Part shall be covered under such other **Liability Coverage Part**, subject to the terms, conditions and limitations of such **Liability Coverage Part**.
-

XXI. VALUATION AND FOREIGN CURRENCY

- (A) With respect to the **Liability Coverage Parts**, all premiums, limits, retentions, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States of America. Except as otherwise provided in this Policy, if a judgment is rendered, a settlement is denominated or any element of **Loss** under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the rate of exchange published in *The Wall Street Journal* on the date the judgment

becomes final, the amount of the settlement is agreed upon or any element of **Loss** is due, respectively.

(B) With respect to the **Non-Liability Coverage Parts**:

- (1) In the event of loss involving foreign currency, the Company shall pay the United States of America dollar value of foreign currency based on the rate of exchange published in *The Wall Street Journal* on the day loss involving foreign currency is **Discovered**.
- (2) In the event of a loss of **Securities**, the Company shall value such **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which a loss is **Discovered**, provided that at its sole discretion, the Company may:
 - (a) pay the value of such **Securities** or purchase replacement **Securities**, in which event the **Insured** must assign the Company all rights, title and interest in and to those **Securities**; or
 - (b) issue its indemnity in the form of, or pay the cost of, a Lost Instrument Bond or similar suretyship, to effect replacement of such **Securities**.
- (3) In the event of a loss of **Property**, other than any loss of precious metals, the Company shall pay without deduction for depreciation, the least of:
 - (a) the cost to repair or replace **Property**, other than precious metals, with that of similar quality and value; or
 - (b) the amount the **Insured** actually spends that is necessary to repair or replace **Property**.

With respect to this Subsection (B)(3):

- (i) the Company shall not pay the cost to repair or replace **Property** until such **Property** is actually repaired or replaced, which must occur within twelve (12) months from the time the **Parent Organization** complies with Section XVI, Notice, of the General Terms and Conditions; and
 - (ii) if the **Property** is not repaired or replaced, the Company will pay the actual cash value of the **Property**.
- (4) In the event of a loss of precious metals, the Company shall pay the United States of America dollar value of any precious metals based on the price published in *The Wall Street Journal*, Cash Prices, Precious Metals, on the day loss involving precious metals is **Discovered**.
 - (5) For purposes of this Subsection (B), the term **Securities** shall include both **Securities** as defined in the Crime Coverage Part and securities as referenced in the Kidnap, Ransom & Extortion Coverage Part.

XXII. WORLDWIDE TERRITORY, APPLICATION OF LAW AND LIBERALIZATION

(A) With respect to the **Liability Coverage Parts**:

- (1) This Policy shall apply anywhere in the world.
- (2) If the **Parent Organization** requests a policy for issuance to its foreign **Subsidiaries** in their own countries, the Company or any subsidiary or affiliate of Chubb shall provide a quote to the **Parent Organization** for a GLS policy; provided that Chubb can support or facilitate the issuance of such GLS policy to such foreign **Subsidiary** in such foreign country. Coverage offered pursuant to the issued GLS policy may be subject to additional or different terms and conditions and payment of additional premium. Any coordination of coverage under such policy with coverage under this Policy shall be set forth in an

endorsement attached to this Policy. For the purposes of this Subsection, "GLS policy" means Chubb's current Good Local Standard liability policy, including any mandatory endorsements, sold within such **Foreign Jurisdiction** that provides coverage substantially similar to the coverage afforded under this Policy. "GLS policy" shall not include any partnership management, cyber liability, or professional liability coverages.

- (3) Whether or not a policy is purchased pursuant to Paragraph (A)(2) above, where legally permissible, for **Loss** from that portion of any **Matter** maintained in a **Foreign Jurisdiction** or to which the law of a **Foreign Jurisdiction** is applied, the Company shall apply to such **Matter** those specific definitions and exclusions of the GLS policy in such **Foreign Jurisdiction** that are more favorable to such **Insured** than the comparable definitions and exclusions of this Policy. This Section XXII shall not apply to any policy provision addressing limits of liability (primary, excess or sublimits), retentions, other insurance or excess liability provisions, duty to defend, defense within or outside the limits, taxes, conformance to law, any claims made provisions, and any endorsement to this Policy that excludes or limits coverage for specific events or litigation, or that specifically states that it will have worldwide effect.
- (B) With respect to the **Non-Liability Coverage Parts**:
- (1) Coverage under the Crime Coverage Part, if applicable, shall extend to loss anywhere in the world.
- (2) Coverage under the Kidnap, Ransom & Extortion Coverage Part and the Workplace Violence Expense Coverage Part, if applicable, shall extend to the Coverage Territory set forth in KRE and WPV portions of the Declarations, if applicable.

XXIII. ROLE OF PARENT ORGANIZATION

By acceptance of this Policy, the **Parent Organization** agrees that it shall be considered the sole agent of, and shall act on behalf of, each **Insured** with respect to:

- (A) the payment of premiums and the receiving of any return premiums that may become due under this Policy;
- (B) the negotiation, agreement to and acceptance of endorsements; and
- (C) the giving or receiving of any notice provided for in this Policy (except the giving of notice to apply for an Extended Reporting Period in accordance with Section VI, Extended Reporting Period, the giving of notice of **Matter, Potential Claim** or circumstances in accordance with the Reporting section of the applicable **Liability Coverage Part**).

Each **Insured** agrees that the **Parent Organization** shall act on its behalf with respect to the foregoing.

MINNESOTA AMENDATORY ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 1
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
General Terms and Conditions**

In consideration of the premium charged, it is agreed that:

1. NOTICE: THE LIABILITY COVERAGE PARTS OF THIS POLICY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS.

This means that only **Matters** actually made during the **Policy Period** are covered unless coverage for an Extended Reporting Period is purchased. If an Extended Reporting Period is not made available to the **Insureds**, the **Insureds** risk having gaps in coverage when changing from one insurer to another. Moreover, even if such an Extended Reporting Period is made available to the **Insureds**, the **Insureds** will be liable for claims reported after the Extended Reporting Period expires, unless the **Insureds** obtain other applicable insurance coverage.

2. Subsection (A) of Section XVI, Extended Reporting Period is deleted and replaced with the following:

(A) If this Policy does not renew or is otherwise terminated for a reason other than for non-payment of premium (each a "Termination of Coverage"), then an **Insured** shall have the right to purchase an Extended Reporting Period for the Additional Period (which period shall be one (1) year or such longer time period as agreed upon by the Company and the **Insured**) and Additional Premium set forth in Item 3 of the Declarations and the Extended Reporting Period shall become part of the **Policy Period**.

3. Section VIII, Indemnification, Subrogation and Recourse is amended by adding the following to the end thereof:

The Company's rights of subrogation do not apply against any person insured under this Policy or any other policy issued by the Company with respect to the same **Loss** if the **Loss** arose out of the non-intentional acts of such person(s).

4. Subsection (B) of Section XVI, Notice is deleted and replaced with the following:

(B) If given in writing, notices to the Company under this Policy of any **Matter** or circumstance under any **Liability Coverage Part**, or any loss or occurrence that my subsequently result in a covered loss under any **Non-Liability Coverage Part**, shall be given in writing to one of the following addresses:

5. Section XVI, Notice is further amended by adding the following to the end thereof:

Notice of a **Matter** given to the agent or broker of record, if any, is deemed notice to the Company of such **Matter**.

If not given to the Company in writing, oral notice of a **Matter** or circumstances that could give rise to a **Matter** will be accepted by contacting 1-800-252-4670.

6. Subsection (A) of Section VII, Bankruptcy is deleted and replaced with the following:

(A) Bankruptcy, insolvency or dissolution of an **Insured** shall not relieve the Company of its obligations or deprive the Company of its rights or defenses under this Policy.

7. If the Company offers to renew this Policy with lower aggregate Limit(s) of Liability, higher retentions,

increased rates or a higher rating plan classification, the Company will deliver or mail by first class or certified mail to the **Parent Organization** at least sixty (60) days' advance written notice to that effect. If the Company does not mail or deliver such notice at least sixty (60) days before the expiration date set forth in Item 2 of the Declarations, the coverage afforded under this Policy shall continue in force with no change in its terms, conditions and limitations until sixty (60) days after the **Parent Organization** receives such notice. The foregoing will not apply, however, if the **Parent Organization** has insured elsewhere, has accepted replacement coverage, or has requested or agreed to non-renewal.

8. All references in the Policy to "spouse" include same-sex spouses.

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Minnesota.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. M.", written over a horizontal line.

Authorized Representative

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 2
Policy Number Jo657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
General Terms and Conditions**

In consideration of the premium charged, it is agreed that:

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

- 1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any “loss” that is otherwise excluded under this Policy.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMEND TERMINATION OF POLICY ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 3
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
General Terms and Conditions**

In consideration of the premium charged, it is agreed that the General Terms and Conditions are amended as follows:

- (1) Paragraph (A)(1) of Section XIX, Termination of Policy, is deleted and replaced with the following:
sixty (60) days after receipt by the **Parent Organization** of a written notice of termination from the Company for non-payment of premium;
- (2) Section XIX, Termination of Policy, and any endorsement attached to this Policy shall be deemed amended only to the extent necessary to effect the purpose and intent of paragraph (1) of this endorsement; provided, however, the Company shall apply applicable state law if there is any inconsistency between a state amendatory attached to this Policy and paragraph (1) of this endorsement.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

PREDETERMINED RUN-OFF ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 4
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
General Terms and Conditions**

In consideration of the premium charged, it is agreed that:

- (1) The Declarations is amended by adding the following:
 - Item 5. Run-Off Coverage Period:
 - (A) Additional Period: 1 Year(s)
Additional Premium: 100% of Annualized Premium
 - (B) Additional Period: 3 Year(s)
Additional Premium: 125% of Annualized Premium
 - (C) Additional Period: 3 Year(s)
Additional Premium: 150% of Annualized Premium
- (2) The second sentence of Section X, Acquisition of the Parent Organization, Subsection (C), is deleted and replaced with the following:

Coverage offered pursuant to the Run-off Quote may be subject to additional terms and conditions, and the payment of additional premium as set forth in Item 5 of the Declarations.
- (3) Section X, Acquisition of the Parent Organization, Subsection (C) is amended to add the following:

In no event shall any **Specified Transaction** (as defined below) be subject to the extension of coverage provided pursuant to the Run-Off Quote as set forth in this Subsection.
- (4) For the purposes of this endorsement, **Specified Transaction** means:
 - (A) any public offering of securities issued by the **Parent Organization**;
 - (B) the acquisition, asset acquisition or share purchase of the **Parent Organization** by any Special Purpose Acquisition Company (“SPAC”), blank check company or other similar vehicle;
 - (C) the merger, share exchange or similar business combination of the **Parent Organization** into or with any SPAC, blank check company or other similar vehicle; or
 - (D) the **Financial Impairment** of the **Parent Organization**.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

A handwritten signature in black ink, appearing to be 'P. M. Q.', written in a cursive style.

Authorized Representative

AMEND CONTROL GROUP FOR REPORTING, EXCLUSION SEVERABILITY, AND REPRESENTATIONS/SEVERABILITY FOR SELECTED COVERAGE PARTS ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 5
Policy Number J0657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
General Terms and Conditions**

In consideration of the premium charged, it is agreed that this Policy is amended as follows solely with respect to the following Coverage Parts selected below:

Directors & Officers and Entity Employment Practices Fiduciary Employed Lawyers

- For purposes of the Directors & Officers and Entity Liability Coverage Part, if applicable, solely with respect to the last paragraph of Subsection IV(B), Exclusions, and Section V, Reporting, of this Coverage Part; and Section XII, Representations and Severability of the General Terms and Conditions, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

Control Group means CEO, CFO (or any equivalent position to any of the foregoing) of an **Organization**.

- For purposes of the Employment Practices Liability Coverage Part, if applicable, solely with to Section V, Reporting, of this Coverage Part, and Section XII, Representations and Severability of the General Terms and Conditions, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

Control Group means (or any equivalent position to any of the foregoing) of an **Organization**.

- For purposes of the Fiduciary Liability Coverage Part, if applicable, solely with respect to the last paragraph of Section IV, Exclusions, and Section V, Reporting, of this Coverage Part; and Section XII, Representations and Severability of the General Terms and Conditions, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

Control Group means (or any equivalent position to any of the foregoing) of an **Organization**.

- For purposes of the Employed Lawyers Liability Coverage Part, if applicable, solely with respect to Section V, Reporting, of this Coverage Part, and Section XII, Representations and Severability of the General Terms and Conditions, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

Control Group means (or any equivalent position to any of the foregoing) of an **Organization**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. Q.", written above a horizontal line.

Authorized Representative

AMEND CONTROL GROUP FOR REPORTING ONLY FOR SELECTED COVERAGE PARTS ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 6
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
General Terms and Conditions**

In consideration of the premium charged, it is agreed that this Policy is amended as follows solely with respect to the following Coverage Parts selected below:

Directors & Officers and Entity Employment Practices Fiduciary Employed Lawyers

1. For purposes of the Directors & Officers and Entity Liability Coverage Part, if applicable, solely with respect to Section V, Reporting, of this Coverage Part, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

Control Group means Chief Executive Officer, Chief Compliance Officer (or any equivalent position to any of the foregoing) of an **Organization**.

2. For purposes of the Employment Practices Liability Coverage Part, if applicable, solely with to Section V, Reporting, of this Coverage Part, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

Control Group means (or any equivalent position to any of the foregoing) of an **Organization**.

3. For purposes of the Fiduciary Liability Coverage Part, if applicable, Section V, Reporting, of this Coverage Part, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

Control Group means (or any equivalent position to any of the foregoing) of an **Organization**.

4. For purposes of the Employed Lawyers Liability Coverage Part, if applicable, solely with respect to Section V, Reporting, of this Coverage Part, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

Control Group means (or any equivalent position to any of the foregoing) of an **Organization**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

**AMEND CONTROL GROUP FOR REPRESENTATIONS/SEVERABILITY ONLY
FOR SELECTED COVERAGE PARTS ENDORSEMENT**

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 7
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
General Terms and Conditions**

In consideration of the premium charged, it is agreed that this Policy is amended as follows solely with respect to the following Coverage Parts selected below:

Directors & Officers and Entity Employment Practices Fiduciary Employed Lawyers

1. For purposes of the Directors & Officers and Entity Liability Coverage Part, if applicable, solely with respect to Section XII, Representations and Severability of the General Terms and Conditions, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

Control Group means "chief executive officer or chief financial officer". (or any equivalent position to any of the foregoing) of an **Organization**.

2. For purposes of the Employment Practices Liability Coverage Part, if applicable, solely with to Section XII, Representations and Severability of the General Terms and Conditions, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

Control Group means (or any equivalent position to any of the foregoing) of an **Organization**.

3. For purposes of the Fiduciary Liability Coverage Part, if applicable, solely with respect to Section XII, Representations and Severability of the General Terms and Conditions, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

Control Group means (or any equivalent position to any of the foregoing) of an **Organization**.

4. For purposes of the Employed Lawyers Liability Coverage Part, if applicable, solely with respect to Section XII, Representations and Severability of the General Terms and Conditions, the term **Control Group**, as defined in Section III, Definitions, of this Coverage Part is deleted and replaced with the following:

Control Group means (or any equivalent position to any of the foregoing) of an **Organization**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. Q.", written in a cursive style.

Authorized Representative

AMEND DEFINITION OF APPLICATION ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 8
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
GENERAL TERMS AND CONDITIONS**

In consideration of the premium charged, it is agreed that the definition of **Application** in Section II, Definitions, of the General Terms and Conditions is deleted and replaced with the following:

Application means any portion of an application given to the Company within the past twelve (12) months, including any attachments, written information, representations or materials provided to the Company by, or on behalf of, an **Insured** during the negotiation of this Policy or for the purposes of the Company's underwriting of this Policy.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Part, the Company and the Insureds agree as follows:

I. INSURING CLAUSES

Insuring Clause (A): Individual Non-Indemnified Liability Coverage

- (A) The Company shall pay, on behalf of an **Insured Person**, **Loss** on account of a **Claim** first made against the **Insured Person** during the **Policy Period**, to the extent that such **Loss** is not indemnified by an **Organization**.

Insuring Clause (B): Individual Indemnified Liability Coverage

- (B) The Company shall pay, on behalf of an **Organization**, **Loss** on account of a **Claim** first made against an **Insured Person** during the **Policy Period**, to the extent the **Organization** indemnifies the **Insured Person** for such **Loss** as permitted or required by law.

Insuring Clause (C): Entity Liability Coverage

- (C) The Company shall pay, on behalf of an **Organization**, **Loss** on account of a **Claim** first made against the **Organization** during the **Policy Period**.
-

II. COVERAGE EXTENSIONS

(A) Inquiry Coverages

(1) Member Inquiry Coverage

(a) Derivative Demand Investigation Coverage

The Company shall pay, on behalf of an **Organization**, **Defense Costs** on account of a **Derivative Demand Investigation** first made during the **Policy Period**. No Retention shall apply to **Defense Costs** under this Inquiry Coverage (A)(1)(a).

(b) Books and Records Request Coverage

The Company shall pay, on behalf of an **Insured**, **Defense Costs** on account of a **Books and Records Request** first made during the **Policy Period**.

(2) Interview Coverage

The Company shall pay, on behalf of an **Insured**, **Defense Costs** incurred solely by an **Insured Person** on account of an **Interview** first made during the **Policy Period**.

(3) Written Request to Toll or Waive a Statute of Limitations Coverage

The Company shall pay, on behalf of an **Insured**, **Defense Costs** incurred solely by such **Insured** in responding to a written request to toll or waive a statute of limitations, first made during the **Policy Period**, applicable to a potential **Claim**.

(B) Early Engagement Expense Coverage

In the event of any **Pre-Matter Expense**, **Pre-Tender Expense** or **Early Settlement Opportunity**, an aggregate amount not to exceed the lesser of: (1) \$25,000; or (2) fifty percent (50%) of the applicable Retention, shall qualify as **Loss** solely for the purpose of exhaustion of the

applicable Retention. Once the applicable Retention has been exhausted, any **Pre-Matter Expense** or **Pre-Tender Expense** shall no longer qualify as covered **Loss** under this Coverage Part.

Coverage provided herein shall not be deemed to waive the Company's rights hereunder or limit the **Insured's** right to receive coverage for **Loss** incurred following the reporting of a **Matter**.

(C) **Additional Limit of Liability Dedicated for Executives**

The Additional Limit of Liability Dedicated for **Executives** as set forth in Item 4(C) of the D&O portion of the Declarations, which amount is in addition to, and not part of, the Aggregate Limit of Liability set forth in Item 4(A) of the D&O portion of the Declarations, shall be available to any **Executive** solely with respect to any **Loss** resulting from any **Matter** against an **Executive** that is not indemnified by an **Organization**.

Coverage Extension (A) shall be subject to any applicable Limit of Liability, Sublimit and Retention set forth in the D&O portion of the Declarations and this Policy.

III. DEFINITIONS

For purposes of this Coverage Part:

Asset Protection Costs means that portion of **Defense Costs** constituting reasonable costs, charges, fees, and expenses incurred by an **Executive**, with the Company's consent, to oppose any efforts by an **Enforcement Unit** to seize or otherwise enjoin the personal assets or real property of such **Executive** or to obtain the discharge or revocation of a court order entered during the **Policy Period** that in any way impairs the use thereof.

Books and Records Request means any written demand or proceeding brought by a member of an **Organization** pursuant to any federal, state or local statutory law which provides a right to inspect the **Organization's** books and records.

Claim means any:

- (A) written demand (other than an **Inquiry**, subpoena or other investigatory instrument):
 - (1) for monetary or non-monetary (including injunctive) relief; or
 - (2) for arbitration, mediation, or other equivalent alternative dispute resolution proceeding,
 against an **Insured** for a **Wrongful Act**, commenced by the first receipt of such demand by an **Insured**;
- (B) proceeding, including any appeal therefrom, against an **Insured** for a **Wrongful Act**, commenced by:
 - (1) the service of a civil complaint or similar pleading, or any foreign equivalent thereof;
 - (2) the service of a notice of charges or foreign equivalent thereof; or
 - (3) an arrest, the return of an indictment, information or any foreign equivalent thereof, or the receipt of an official request for **Extradition**; or
- (C) investigation by an **Enforcement Unit** against an **Insured Person** for a **Wrongful Act**, commenced by the service of a written request from such **Enforcement Unit** upon an **Insured Person** compelling witness testimony or document production and identifying such **Insured Person** as the target of such investigation, including a subpoena, civil investigative demand, grand jury subpoena, search warrant, target letter or Wells notice; provided that the Company shall take into reasonable consideration all extrinsic evidence presented by the **Insured Person**

when determining whether such written request identifies such **Insured Person** as a target of such investigation;

provided that **Claim** shall not include any **Inquiry** or, except as otherwise provided in Subsection (C) above, any civil, criminal, administrative or regulatory inquiry or investigation.

Control Group means the chief executive officer, executive director, president, chief financial officer, in-house general counsel, or any person with the responsibility for the management of insurance claims (or any equivalent position to any of the foregoing) of an **Organization**.

De Facto Director means a natural person who is expressly recognized by **Global Law** as a “de facto” director of an **Organization** and, as result of such recognition, would incur liability as if such natural person were a duly elected or appointed director of such **Organization**.

Defense Costs means that part of **Loss** consisting of the following:

- (A) reasonable costs, charges, fees (including attorneys’ fees, experts’ fees and the cost of **E-Discovery Specialist Services**) and expenses (other than regular or overtime wages, salaries, fees or benefits of **Insured Persons**) incurred in:
 - (1) investigating, defending, opposing or appealing any **Claim** and the premium for appeal, attachment or similar bonds;
 - (2) a **Member Inquiry**;
 - (3) an **Interview**; or
 - (4) responding to a written request to toll or waive a statute of limitations; or
- (B) **Asset Protection Costs**.

Derivative Demand Investigation means an investigation by an **Organization** solely to determine whether it is in the best interest of such **Organization** to pursue the claims alleged in a derivative demand.

Early Settlement Opportunity means any settlement recommended by the Company within the Limit of Liability set forth in Item 4(A) of the D&O portion of the Declarations which is agreed to by the claimant where: (A) the **Insureds** consent to such settlement within thirty (30) days of the date the **Insureds** are first made aware of the opportunity to settle; (B) such consent occurs within the first ninety (90) days after the **Matter** is first reported to the Company; and (C) such **Matter** is reported to the Company within the first thirty (30) days after it is made. The **Insured** agrees not to settle or offer to settle any **Claim** or otherwise assume any contractual obligation or admit any liability with respect to any **Matter** without the Company’s written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement assumed obligation or admission to which it has not consented.

E-Discovery means the review, development, collection, cataloging, preservation and/or production of electronically stored information in connection with the defense of a **Matter**.

E-Discovery Specialist Services means only the following services performed by an **E-Specialist Firm**:

- (A) assisting the **Insured** with managing and minimizing the internal and external costs associated with **E-Discovery**;
- (B) assisting the **Insured** in developing or formulating an **E-Discovery** strategy which shall include interviewing qualified and cost-effective **E-Discovery** vendors;
- (C) serving as project manager, advisor and/or consultant to the **Insured**, defense counsel and the Company in executing and monitoring the **E-Discovery** strategy; and
- (D) such other services provided by the **E-Specialist Firm** that the **Insured**, Company, and **E-Specialist Firm** agree are reasonable and necessary given the circumstances of the **Matter**.

E-Specialist Firm means any e-discovery consultant firm approved by the Company.

Employee means any natural person whose labor or service is, was or will be engaged and directed by an **Organization**, including a part-time, seasonal, leased or temporary employee, intern or volunteer. **Employee** shall not include any **Independent Contractor**.

Enforcement Unit means any federal, state, local, provincial or foreign law enforcement or governmental authority worldwide (including the U.S. Department of Justice, the U.S. Securities and Exchange Commission, or any attorney general).

Executive means any natural person who was, now is or shall become:

- (A) a duly elected or appointed director, officer, manager, or member of the Board of Managers, the Advisory Board or any duly constituted committee, trustee (excluding bankruptcy trustee), regent, governor, or in-house general counsel of any **Organization** incorporated, formed or organized in the United States of America;
- (B) a holder of an equivalent position to those described in Subsection (A) above in any **Organization** incorporated, formed or organized in a **Foreign Jurisdiction**; or
- (C) a **De Facto Director** of an **Organization** but only if such **Organization** has indemnified such **De Facto Director** as any director or officer of an **Organization**, to the fullest extent permitted by: (1) any **Global Law**; or (2) any contract or agreement providing an indemnification obligation exceeding such law.

Excess Benefit means an excess benefit as defined in the Taxpayer Bill of Rights Act 2, 26 U.S.C. 4958.

Extradition means any formal or written process by which an **Insured Person** located in any country is surrendered, or sought to be surrendered, to any other country for trial or otherwise to answer any criminal accusation, including the execution of an arrest warrant where such execution is an element of such process.

Financial Impairment means the status of an **Organization** resulting from:

- (A) the appointment by a state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar party (including a creditors' committee, if applicable) or foreign equivalent thereof empowered to initiate the assumption of control, supervision, management, or liquidation of such **Organization**; or
- (B) such **Organization** becoming a debtor in possession under United States bankruptcy law or the equivalent of a debtor in possession under the law of any **Foreign Jurisdiction**;

provided that the court or other judicial or administrative body overseeing the receivership, conservatorship, liquidation, rehabilitation, bankruptcy or equivalent proceeding has denied a request by the **Organization**, or other party determined to have standing, for authorization of the **Organization** to indemnify an **Insured Person** for **Loss**; provided further that, the Company may, in its sole discretion, waive the foregoing requirement.

Independent Contractor means any natural person working for an **Organization** in the capacity of an independent contractor and pursuant to an **Independent Contractor Services Agreement**.

Independent Contractor Services Agreement means any written contract or agreement between an **Independent Contractor**, or any entity on behalf of such **Independent Contractor**, and the **Organization**, governing the nature of the **Organization's** engagement of such **Independent Contractor**.

Inquiry means a **Member Inquiry, Interview**, or written request to toll or waive the statute of limitations. An **Inquiry** is commenced by first receipt by an **Insured** of any applicable written demand or request.

Insured means any **Organization** and any **Insured Person**.

Insured Person means any:

- (A) **Executive**;
- (B) **Employee**; or
- (C) **Independent Contractor** working for an **Organization**, but only while acting in his or her capacity as such and only if the **Organization** agrees in writing, prior to or no later than thirty (30) days after a **Matter** is reported to the Company, to indemnify the **Independent Contractor** for liability arising out of such **Matter**.

Interview means a request for an interview, deposition or meeting with, or a sworn statement or testimony from, an **Insured Person** by:

- (A) an **Enforcement Unit** in connection with: (1) such **Insured Person** acting in his or her capacity as such; or (2) an **Organization's** business activities; or
- (B) an **Organization** in connection with: (1) an inquiry or investigation of the **Organization** by an **Enforcement Unit**; or (2) a derivative demand;

provided that an **Interview** does not include any request: (a) for document production or discovery of information unless such documents or information are in the sole possession or control of an **Insured Person**; (b) by an **Enforcement Unit** that is part of any routine or regularly scheduled **Enforcement Unit** oversight, compliance, audit, inspection or examination; or (c) by an **Enforcement Unit** that is part of an employment-related investigation or claim.

Loss means the amount which an **Insured** becomes legally obligated to pay as a result of any **Matter**, including:

- (A) **Defense Costs**, compensatory damages, judgments, including pre-judgment and post-judgment interest;
- (B) settlements, including that portion of any settlement which represents claimant's attorney's fees;
- (C) punitive, exemplary or multiplied damages, if and to the extent such damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages, provided such jurisdiction has a substantial relationship to the relevant **Insureds**, to the Company, or to the **Matter** giving rise to such damages;
- (D) civil fines or civil penalties: (1) assessed pursuant to a **Tax Matter**; or (2) assessed against an **Insured Person** for a violation of **Global Law** including civil fines or penalties assessed against an **Insured Person** pursuant to 15 U.S.C. §78dd-2(g)(2)(B) (the Foreign Corrupt Practices Act), if and to the extent that such violation is neither intentional nor willful and only if such civil fines or penalties are insurable under the law of the jurisdiction in which such fines or penalties are assessed;
- (E) **Excess Benefit** penalties assessed in the amount of ten percent (10%) by the Internal Revenue Service against any **Insured** for management's involvement in the award of an **Excess Benefit**; and
- (F) the premium for a bail bond, if bail is available for an **Extradition** in the country at issue, provided the Company shall be under no obligation to provide such bail bond;

provided that **Loss** does not include any portion of such amount that constitutes any:

- (1) cost incurred to comply with any order for non-monetary (including injunctive) relief, or to comply with any agreement to provide such relief;
- (2) amount uninsurable under the law pursuant to which this Coverage Part is construed;

- (3) (a) twenty-five percent (25%) penalty assessed by the Internal Revenue Service against an **Insured** deemed to have received an **Excess Benefit**; (b) **Defense Costs** incurred to defend an **Insured Person** if it has been determined in fact that such **Insured Person** received an **Excess Benefit**; or (c) two hundred percent (200%) penalty assessed by the Internal Revenue Service for failure to correct the award of an **Excess Benefit**;
- (4) taxes, fines or penalties, except as provided in Subsections (C) through (E) above;
- (5) cost incurred in cleaning-up, removing, containing, treating, detoxifying, neutralizing, assessing the effects of, testing for, or monitoring **Pollutants**; or
- (6) **Pre-Claim Expenses** and **Pre-Tender Expense**, except as provided under the Early Engagement Expense Coverage set forth in Section II(B) of this Coverage Part.

Matter means any **Claim** or **Inquiry**.

Member Inquiry means any:

- (A) **Derivative Demand Investigation**; or
- (B) **Books and Records Request**.

Network Security or Privacy Breach means any:

- (A) unauthorized or unlawful access to, alteration of, or damage to any computer, computer program, computer network or computer database, including the infection of any of the foregoing through the transmission of a computer virus, malware, spyware or other fraudulent or unauthorized computer code that: (1) modifies, alters, damages, destroys, deletes, records or transmits information; (2) contaminates other computer programs or computer data; or (3) consumes computer resources or in some fashion usurps the normal operation of a computer system;
- (B) denial of service or delay, disruption, impairment or failure of any computer network, communication network, technology, information or telecommunication network, service, hardware or software;
- (C) unauthorized or unlawful access to, disclosure of, alteration of, theft, collection, storage, use or dissemination of, or loss of any data or confidential or proprietary business information or personally identifiable information as defined by: (i) applicable **Global Law**; or (ii) an **Organization's** publicly stated privacy policy;
- (D) violation of any privacy protection or data security **Global Law**; or
- (E) violation of any **Global Law** used to impose liability in connection with any unsolicited communication, distribution, publication, sending or transmission via telephone, cell or mobile phone, telephone facsimile machine, computer or other telephonic or electronic devices, including the United States of America Telephone Consumer Protection Act of 1991, United States of America CAN-SPAM Act of 2003, as amended.

Outside Capacity means service by an **Insured Person** in an **Outside Entity** as a: (A) director or officer; (B) manager or member of the Board of Managers; (C) trustee, regent, or governor; or (D) equivalent executive position of any of the foregoing, but solely during the time that such service is with the knowledge and express consent of an **Organization**.

Outside Entity means:

- (A) any non-profit corporation, community chest, fund or foundation that is exempt from federal income tax as an entity described in Section 501(c)(3), 501(c)(4), 501(c)(7) or 501(c)(10) of the Internal Revenue Code of 1986, as amended, or any other entity organized for a religious or charitable purpose under any non-profit organization act or statute; or

- (B) any other entity specifically added as an **Outside Entity** by written endorsement attached to this Coverage Part;

that is not an **Organization**.

Personal Injury Wrongful Act means any:

- (A) false arrest, wrongful detention, imprisonment or malicious prosecution;
- (B) libel, slander or defamation of character; or
- (C) wrongful entry or eviction.

Publisher Wrongful Act means any:

- (A) infringement of copyright or trademark or unauthorized use of title; or
- (B) plagiarism or misappropriation of ideas.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, asbestos products or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Pre-Matter Expense means reasonable costs, charges, fees (including attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees, or benefits of **Insured Persons**) incurred in investigating, defending, opposing or appealing a notice of circumstance if such circumstance has been reported under Subsection (D) of Section V, Reporting, and a **Matter** subsequently arises out of such circumstance.

Pre-Tender Expense means reasonable costs, charges, fees (including attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of **Insured Persons**) incurred in investigating, defending, opposing or appealing any **Matter** before such **Matter** has been reported under Subsections (A) or (B) of Section V, Reporting.

Tax Matter means a **Matter** brought or maintained by the Internal Revenue Service seeking an assessment of taxes, initial taxes, additional taxes, tax deficiencies, excise taxes or penalties pursuant to the Internal Revenue Code of 1986, as amended, ("IRC") but only so long as the **Insureds** relied upon, with respect to such **Matter**: (A) the written advice of tax counsel licensed to practice law in the United States, or a Certified Public Accountant; or (B) a tax return prepared by a Certified Public Accountant. Except as otherwise set forth in this definition, a **Tax Matter** shall not include any **Matter** brought or maintained by the Internal Revenue Service.

Wage and Hour Violation means any actual or alleged violation of the responsibilities, obligations or duties imposed by any **Global Law** (including the Fair Labor Standards Act) that governs wage, hour and payroll policies and practices, except the Equal Pay Act.

Wrongful Act means:

- (A) any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty, **Personal Injury Wrongful Act**, or **Publishers Wrongful Act** committed, attempted, or allegedly committed or attempted by: (1) an **Insured Person** while acting in his or her capacity as such, or in an **Outside Capacity**; or (2) for purposes of coverage under Insuring Clause (C), Entity Liability Coverage, an **Organization**; or
- (B) any other matter claimed against an **Insured Person** solely by reason of serving in his or her capacity or status as such.

IV. EXCLUSIONS**(A) EXCLUSIONS APPLICABLE TO ALL INSUREDS**

The Company shall not be liable for any **Loss** on account of any **Matter**:

(1) Prior Notice

based upon, arising from or in consequence of any **Wrongful Act**, fact, circumstance, or **Matter** that was the subject of any notice accepted under any prior management liability coverage;

(2) Pending or Prior Proceedings

based upon, arising from or in consequence of any written demand first received by, or action, proceeding, **Matter** or **Matter** that is **Related** commenced against any **Insured**, on or prior to the applicable Pending or Prior Proceedings Date set forth in Item (E) of the D&O portion of the Declarations;

(3) Bodily Injury/Property Damage

for bodily injury, mental anguish, humiliation, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property, including loss of use thereof, whether or not it is damaged or destroyed; provided that this Exclusion (A)(3) shall not apply to **Loss** on account of any mental anguish, humiliation or emotional distress asserted in an employment-related **Matter** against an **Insured Person** that is not indemnified by an **Organization** (other than a **Wage and Hour Violation**);

(4) Pollution

based upon, arising from or in consequence of any: (a) discharge, emission, release, dispersal or escape of any **Pollutants** or any threat thereof; (b) treatment, removal or disposal of any **Pollutants**; or (c) regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutants**; provided that this Exclusion (A)(4) shall not apply to **Loss** on account of any **Matter** against an **Insured Person** that is not indemnified by an **Organization**;

(5) ERISA

for any violation of the responsibilities, obligations or duties imposed by Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985, and the Health Insurance Portability and Accountability Act of 1996), all as amended, or any similar **Global Law**;

(6) Insured versus Insured

brought by or on behalf of: (a) an **Insured** in any capacity; or (b) an **Outside Entity** against an **Insured Person** serving in an **Outside Capacity**; provided that this Exclusion (A)(6) shall not apply to any **Matter**:

(i) brought by an **Employee** serving as a member of an **Organization** or brought as a **Member Inquiry** or derivative action, without the solicitation, assistance, active participation or intervention of any **Executive**;

(ii) brought against an **Insured Person**;

a. outside the United States of America or Canada;

b. while an **Organization** is in **Financial Impairment**;

- c. for employment-related **Wrongful Acts** if the **Loss** is not indemnified by the **Organization** (other than a **Wage and Hour Violation**); or
 - d. for contribution or indemnity arising from another **Matter** otherwise covered under this Coverage Part;
- (iii) brought by an **Executive** who has ceased serving in his or her capacity as an **Executive** for at least one (1) year; or
- (iv) brought by a whistleblower pursuant to any **Global Law**;

(7) Securities

based upon, arising from or in consequence of: (a) any purchase or sale of securities of an **Organization** or **Outside Entity**; or (b) the violation of any **Global Law** relating to securities, including the Securities Act of 1933 and the Securities Exchange Act of 1934, all as amended; provided that this Exclusion (A)(7) shall not apply to a **Loss** on account of any **Matter** based upon, arising from or in consequence of an offering, sale or purchase of bond debt;

(8) Conduct

based upon, arising from or in consequence of:

- (a) any deliberate fraud, any deliberate criminal act, or any knowing and willful violation of any **Global Law** by an **Insured**; provided that, for acts or omissions which are treated as a criminal violation in a **Foreign Jurisdiction** and that are not treated as a criminal violation in the United States, the imposition of a criminal fine or other criminal sanction in such **Foreign Jurisdiction** will not, by itself, be conclusive proof that a deliberate fraud, deliberate criminal act, or knowing and willful violation has occurred;
- (b) an **Insured Person** having gained any personal profit, remuneration or other financial advantage to which such **Insured Person** was not legally entitled; or
- (c) an **Organization** having gained any profit, remuneration or other financial advantage to which such **Organization** was not legally entitled,

established by a final, non-appealable adjudication in the underlying action or proceeding;

(9) Employment-Related / Third-Party

based upon, arising from or in consequence of any employment-related **Wrongful Act**; or any discrimination against or harassment, including sexual harassment, of any third party; provided that this Exclusion (A)(9) shall not apply to **Loss** on account of any **Matter** against an **Insured Person** that is not indemnified by an **Organization** (other than a **Wage and Hour Violation**); or

(10) Network Security/Privacy Breach

based upon, arising from or in consequence of any **Network Security or Privacy Breach**; provided that this Exclusion (A)(10) shall not apply to **Loss** on account of any **Matter** against an **Insured Person** that is not indemnified by an **Organization**.

(B) EXCLUSIONS APPLICABLE TO THE ORGANIZATION ONLY

The Company shall not be liable for any **Loss** on account of any **Matter** against an **Organization**:

(1) Contract

based upon, arising from or in consequence of any liability in connection with any written contract or agreement to which an **Organization** is a party; provided that this Exclusion (B)(1) shall not apply to the extent that such **Organization** would have been liable in the absence of such contract or agreement; or

(2) Intellectual Property

based upon, arising from or in consequence of any infringement, misappropriation, or violation of copyright, patent, service marks, trademarks, trade secrets, title or other proprietary or licensing rights or intellectual property of any products, technologies or services; provided that this Exclusion (B)(2) shall not apply to any **Publisher Wrongful Act**.

For the purpose of determining the applicability of the foregoing Exclusion (A)(8) above: (i) the **Wrongful Acts**, conduct, or actual knowledge of, or facts pertaining to, one **Insured** shall not be imputed to any **Insured Person**; and (ii) solely with respect to Insuring Clause (C), the **Wrongful Acts**, conduct, or actual knowledge of, or facts pertaining to the **Control Group** of an **Organization** shall be imputed to such **Organization** and its **Subsidiaries**, provided that, the foregoing Subparagraph (ii) shall not preclude the application of Exclusion (A)(8) if the **Organization** is adjudicated in its own right.

V. REPORTING

(A) An **Insured** shall give to the Company written notice of any **Claim** as soon as practicable after the **Control Group** of an **Organization** becomes aware of such **Claim**, but in no event later than:

- (1)** if this Coverage Part expires (or is otherwise terminated) without being renewed with the Company, ninety (90) days after the effective date of such expiration or termination; or
- (2)** the expiration date of the Extended Reporting Period, if applicable;

provided that if the Company sends written notice to the **Parent Organization** stating that this Coverage Part is being terminated for nonpayment of premium, an **Insured** shall give to the Company written notice of such **Claim** prior to the effective date of such termination.

(B) The **Insureds**, at their discretion, may give to the Company written notice of any **Inquiry** no later than ninety (90) days after the **Control Group** first becomes aware of such **Inquiry**. No coverage shall be available under this Coverage Part for **Loss** on account of any unreported **Inquiry**.

(C) With respect to Subsections (A) and (B) above, such written notice to the Company shall be a condition precedent to coverage for any **Matter**. Provided, however, if the **Parent Organization** can prove to the Company's satisfaction that it was not reasonably possible for the **Insureds** to give such notice within the time periods set forth in Subsections (A) or (B) above and that subsequent notice was given as soon as reasonably possible thereafter, the Company shall waive the foregoing time period.

(D) If during the **Policy Period** an **Insured** gives written notice to the Company of any circumstance which could give rise to a subsequent **Matter**, then such **Matter** subsequently arising from such circumstance shall be deemed to have been first made during the **Policy Period** in which such written notice was first given by an **Insured** to the Company; provided

any such subsequent **Matter** is reported to the Company as soon as practicable after the **Control Group** first becomes aware of such **Matter**.

- (E) The **Insureds** shall give to the Company in any written notice described in Subsections (A), (B) or (D) above a description of the **Matter** or circumstance, the nature of any alleged **Wrongful Acts**, the nature of the alleged or potential damage and the names of all actual or potential defendants.
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VI. DEFENSE AND SETTLEMENT

- (A) If Duty to Defend Defense is selected in Item 4(F) of the D&O portion of the Declarations, then:
- (1) the Company shall have the right and duty to defend any **Matter** covered by this Coverage Part, including the right to select defense counsel from the current list of approved defense firms for the jurisdiction in which such **Matter** is pending;
 - (2) coverage shall apply even if any of the allegations are groundless, false or fraudulent; and
 - (3) the Company's obligation to pay **Loss**, including **Defense Costs**, or to defend or continue to defend any **Matter** shall cease upon exhaustion of the applicable Limit of Liability or Sublimit.
- (B) If Reimbursement Defense is selected in Item 4(F) of the D&O portion of the Declarations, or, if the **Insured** has the duty to defend or exercises any legal right to appoint counsel for the defense of a **Matter** covered by this Coverage Part, then:
- (1) the **Insured** shall have the sole duty to defend **Matters** made against the **Insured**, including the right to select defense counsel, subject to the Company's approval which shall not be unreasonably withheld;
 - (2) the **Insured** agrees that: (a) defense counsel shall adhere in all respects to the Company's Litigation Management Guidelines; and (b) **Defense Costs** shall not include any costs, charges, fees or expenses: (i) that are not billed in accordance with the hourly rates agreed to between the **Insured** and the Company; (ii) that do not adhere in all respects to the Company's Litigation Management Guidelines; (iii) related to travel incurred by any firm while traveling to, from or within any state in which such firm does not maintain an office; and (iv) incurred by or through the use of local counsel. The Company shall not be liable for any such **Defense Costs** unless incurred with the Company's written consent, which shall not be unreasonably withheld; and
 - (3) the Company shall advance covered **Defense Costs** on a current basis on account of a **Matter** reported pursuant to Section V, Reporting, on a current basis, but no later than sixty (60) days after receipt by the Company of bills or invoices detailing such **Defense Costs** and all other information reasonably requested by the Company with respect to such bills or invoices, until such time the Limit of Liability set forth in Item 4(A) of the D&O portion of the Declarations or any applicable Sublimit has been exhausted, whichever first occurs. Any advancement of **Defense Costs** shall reduce the Limit of Liability set forth in Item 4(A) of the D&O portion of the Declarations or any applicable Sublimit.
- (C) With respect to Subsections (A) and (B) above:
- (1) the **Insured** agrees not to settle or offer to settle any **Claim**, incur any **Defense Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Matter** without the Company's written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement, **Defense Costs**, assumed obligation or admission to which it has not consented;

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- (2) the **Insured** agrees, with respect to a **Matter**, to provide the Company with all information, assistance and cooperation which the Company may reasonably require and agrees that the **Insured** shall not do anything that could prejudice the Company's position or its potential or actual rights of recovery; provided that the failure of any **Insured** to give the Company such information, assistance or cooperation shall not impair the rights of any other **Insured Person** under this Coverage Part;
 - (3) in the event an **Organization** refuses in writing, or fails within sixty (60) days of an **Insured Person's** written request for indemnification, to advance, pay or indemnify an **Insured Person** for **Defense Costs** on account of a **Matter** reported pursuant to Section V, Reporting, the Company shall pay or advance covered **Defense Costs** on a current basis until such time that the **Organization** accepts an **Insured Person's** request for indemnification or the Limit of Liability set forth in Item 4(A) of the D&O portion of the Declarations or applicable Sublimit has been exhausted, whichever first occurs; and
 - (4) any payment or advancement of **Defense Costs** shall be repaid to the Company by the **Insureds**, severally according to their respective interests, if and to the extent it is determined that such **Defense Costs** are not insured under this Coverage Part; provided the Company shall not seek repayment from an **Insured** of any **Defense Costs** paid or advanced by the Company that are deemed uninsured pursuant to Exclusion (A)(8), Conduct, unless a final, non-appealable adjudication has occurred.
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VII. ALLOCATION

- (A) Except as provided in Subsection (B) below, if an **Insured** who is afforded coverage for a **Matter** incurs an amount consisting of both **Loss** that is covered by this Coverage Part and any amount that is not covered by this Coverage Part, then:
 - (1) one hundred percent (100%) of **Defense Costs** incurred by such **Insured** on account of such **Matter** shall be covered **Loss**; and
 - (2) with respect to loss other than **Defense Costs**, the **Insureds** and the Company shall use their best efforts to determine an allocation between **Loss** that is covered and any amount that is not covered based on the relative legal and financial exposures of the covered parties to the covered matters.
 - (B) Notwithstanding anything in (A) above, the **Insureds** and the Company shall use their best efforts to determine an allocation between **Loss** that is covered and any amount that is not covered based on the relative legal and financial exposures of the covered parties to the covered matters, if:
 - (1) Reimbursement Defense is selected in Item (F) of the D&O portion of the Declarations;
 - (2) the **Insured** has the duty to defend or exercises any legal right to appoint counsel for the defense of a **Matter** covered by this Coverage Part; or
 - (3) coverage with respect to any **Insured** is excluded, in whole or in part, pursuant to Subsection XII(C), Representations and Severability of the General Terms and Conditions.
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VIII. OTHER INSURANCE

- (A) If any **Loss** under this Coverage Part is insured under any other valid and collectible insurance policy (other than a policy that is issued specifically as excess of the insurance afforded by this Coverage Part), this Coverage Part shall be excess of and shall not contribute with such other insurance, regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

- (B) This Coverage Part shall be specifically excess of, and shall not contribute with, any valid and collectible insurance for privacy, network security or cyber liability, or professional liability, regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
- (C) The Additional Limit of Liability Dedicated For **Executives** set forth in Coverage Extension (C) shall be excess of any insurance available that is specifically excess to this Coverage Part and such excess insurance must be completely exhausted by payment of loss, damages or defense costs thereunder before the Company shall have any obligation to make any payment.
- (D) Any coverage afforded under this Coverage Part for a **Matter** in connection with an **Insured Person** serving in an **Outside Capacity** for an **Outside Entity** shall be specifically excess of any indemnity (other than any indemnity provided by an **Organization**) and insurance available to such **Insured Person** by reason of serving in such **Outside Capacity**. Notwithstanding the foregoing, if the Company or any subsidiary or affiliate of Chubb Limited (“Chubb”) makes payment under another coverage part or policy on account of such **Matter**, the applicable Limit of Liability for this Coverage Part with respect to such **Matter** shall be reduced by the amount of such payment.
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MINNESOTA AMENDATORY ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 9
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART**

In consideration of the premium charged, it is agreed that:

1. NOTICE: THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS-MADE BASIS.

This means that only **Matters** actually made during the **Policy Period**, including the Extended Reporting Period, if purchased. If an Extended Reporting Period is not made available to the **Insureds**, the **Insureds** risk having gaps in coverage when changing from one insurer to another. Moreover, even if such an Extended Reporting Period is made available to the **Insureds**, the **Insureds** will be liable for claims or other matters reported after the Extended Reporting Period expires, unless the **Insureds** obtain other applicable insurance coverage.

2. Subsection (C) of the definition of Loss set forth in Section III, Definitions, is deleted and replaced with the following:

(C) punitive, exemplary or multiplied damages, but only to the extent that such damages: (i) are for the vicarious liability of the **Insured**, if this Coverage Part is so construed by a court of competent jurisdiction or an arbitration panel pursuant to Minnesota law; or (ii) are insurable under the laws of a jurisdiction other than Minnesota, if this Coverage Part is so construed by a court of competent jurisdiction or an arbitration panel under the laws of such jurisdiction;

3. The definition of Loss set forth in Section III, Definitions amended further to provide that if pre-judgment interest, as determined under Section 549.09 of the Minnesota Insurance Law, is included in a judgment entered against the Insured, the Company will be responsible for the Insured’s share of such pre-judgment interest, even if the payment of such pre-judgment interest, together with other Loss, exceeds any applicable Limit of Liability, but only to the extent that such pre-judgment interest is assessed against Loss covered under this Coverage Part.

4. Section V, Reporting, is amended by deleting the iteration of the word “written” and replacing each with the phrase “written or oral”.

5. Section V, Reporting, is further amended by adding the following at the end of such Section:

Notice of a **Matter** given to the agent or broker of record, if any, is deemed notice to the Company of such **Matter**.

Any notice that must be given, or is given, in writing under this Section shall be effective on the date of receipt by the Company at such address.

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Minnesota.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. Q.", written in a cursive style.

Authorized Representative

AMEND DEFENSE AND SETTLEMENT (ADVANCEMENT OF DEFENSE COSTS) ENDORSEMENT

Table with 3 columns: Named Insured (FRIENDS OF ST. CROIX PREPARATORY ACADEMY), Endorsement Number (10), Policy Number (Jo657225A), Policy Period (06-01-2026 to 06-01-2027), Effective Date of Endorsement (June 1, 2026), Issued By (Federal Insurance Company)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that Section VI, Defense and Settlement of the Directors & Officers and Entity Liability Coverage Part is amended as follows:

- 1. The first sentence in Subsection (B)(3) is deleted and replaced with the following: the Company shall advance covered Defense Costs on a current basis on account of a Matter reported pursuant to Section V, Reporting, on a current basis, but no later than forty-five (45) days after receipt by the Company of bills or invoices detailing such Defense Costs and all other information reasonably requested by the Company with respect to such bills or invoices, until such time the Limit of Liability set forth in Item 4(A) of the D&O portion of the Declarations or any applicable Sublimit has been exhausted, whichever first occurs.
2. Subsection (C)(3) is deleted and replaced with the following: in the event an Organization refuses in writing, or fails within forty-five (45) days of an Insured Person's written request for indemnification, to advance, pay or indemnify an Insured Person for Defense Costs on account of a Matter reported pursuant to Section V, Reporting, the Company shall pay or advance covered Defense Costs, including within the applicable Retention, on a current basis until such time that the Organization accepts an Insured Person's request for indemnification or the Limit of Liability set forth in Item 4(A) of the D&O portion of the Declarations or applicable Sublimit has been exhausted, whichever first occurs; and

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

[Handwritten Signature]

Authorized Representative

AMEND DEFINITION OF OUTSIDE CAPACITY ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 11
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that the definition of **Outside Capacity**, as set forth in Section III, Definitions, of the Directors & Officers and Entity Liability Coverage Part is deleted and replaced with the following:

Outside Capacity means service by an **Insured Person** in an **Outside Entity** as a: (A) director or officer; (B) manager or member of the Board of Managers; (C) trustee, regent, or governor; or (D) equivalent executive position of any of the foregoing, but solely during the time that such service is with the knowledge and consent of an **Organization**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMEND PENDING OR PRIOR PROCEEDINGS EXCLUSION ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 12
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART**

In consideration of the premium charged, it is agreed that Exclusion IV(A)(2), Pending or Prior Proceedings, of the Directors & Officers and Entity Liability Coverage Part is deleted and replaced with the following:

(2) Pending or Prior Proceedings

based upon, arising from or in consequence of:

- (1) any written demand of which any **Executive** had notice, on or prior to the applicable Pending or Prior Proceedings Date set forth in Item 4(E) of the D&O portion of the Declarations; or
- (2) any action, proceeding, **Matter** or **Matter** that is **Related**, commenced against any **Insured** on or prior to the applicable Pending or Prior Proceedings Date set forth in Item 4(E) of the D&O portion of the Declarations;

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

EMPLOYED LAWYERS ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 13
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part**

In consideration of the premium charged, it is agreed that the Directors & Officers and Entity Liability Coverage Part is amended as follows:

1. Section III, Definitions, is amended to add the following:

Employed Lawyer means any **Insured Person** of an **Organization** who is admitted to practice law and who is or was employed as a lawyer for, and salaried by, such **Organization**.

Employed Lawyer Wrongful Act means act, error or omission committed, attempted, or allegedly committed or attempted by an **Employed Lawyer** in the rendering of, or failure to render, professional legal services to an **Organization** while in his or her capacity as a lawyer for such **Organization**.
2. The definition of **Wrongful Act** in Section III, Definitions, is amended to include an **Employed Lawyer Wrongful Act**.
3. The Company shall not be liable under this Coverage Part for **Loss** on account of any **Matter**:
 - (A) based upon, arising from or in consequence of any act, error or omission in connection with any activities by an **Employed Lawyer** which are:
 - (i) not related to such **Employed Lawyer’s** employment with an **Organization**;
 - (ii) not rendered to an **Organization**; or
 - (iii) performed by an **Employed Lawyer** for others for a fee;
 - (B) based upon, arising from or in consequence of any **Employed Lawyer Wrongful Act** while the **Employed Lawyer** was not employed as a lawyer by an **Organization**; or
 - (C) based upon, arising from or in consequence of any activities by an **Employed Lawyer** as a director or officer of any entity, other than an **Organization**.
4. The Company's maximum aggregate Limit of Liability for all **Loss** on account of any **Matter** for an **Employed Lawyer Wrongful Act** shall be \$1,000,000, which amount shall be part of, and not in addition to, the Company's Maximum Aggregate Limit of Liability for this Coverage Part set forth in Item 4(A) of the D&O portion of the Declarations.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. Q.", written in a cursive style.

Authorized Representative

CRISIS MANAGEMENT EXPENSE COVERAGE ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 14
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part**

In consideration of the premium charged, it is agreed that the Directors & Officers and Entity Liability Coverage Part is amended as follows:

1. Section II, Coverage Extensions, is amended to add the following:

Crisis Management Expense Coverage

The Company shall pay, on behalf of an **Organization**, **Crisis Management Expenses** which the **Organization** becomes legally obligated to pay on account of a **Crisis Management Event** occurring during the **Policy Period**; provided that the Company's Maximum Aggregate Limit of Liability for all **Crisis Management Expenses** shall not exceed \$50,000, which amount is part of, and not in addition to, the Company's Aggregate Limit of Liability as set forth in Item 4(A) of the D&O portion of the Declarations. No Retention shall apply to **Crisis Management Expenses** under this Coverage Extension.

2. Any **Insured** shall, as a condition precedent to exercising their rights under the Crisis Management Expense Coverage Extension, give to the Company written or oral notice as soon as practicable of the **Crisis Management Event**, but in no event later than thirty (30) days after the commencement of such **Crisis Management Event**.

3. Section III, Definitions, is amended to add the following terms:

Adverse Publicity means the publication of unfavorable information regarding an **Organization** which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of such **Organization**. Such publication must occur in a report about an **Insured** appearing in: (1) a daily newspaper of general circulation or (2) a radio or television news program.

Crisis Management Expenses means the following reasonable expenses, incurred with the Company's prior written consent:

- (1) expenses incurred by a marketing firm, public relations firm, law firm or crisis management firm retained on behalf of the **Organization** to make a public communication or provide advice in order to prevent or minimize business disruption with respect to a **Crisis Management Event**;
- (2) expenses incurred by an **Organization** for the publication or circulation of materials in connection with a **Crisis Management Event**; or
- (3) travel expenses incurred by an **Insured Person** in connection with a **Crisis Management Event**

Crisis Management Event means any of the following events which results in **Adverse Publicity**:

- (1) the unanticipated death, incapacity, resignation or federal or state criminal indictment of the chief executive officer or chief financial officer of an **Organization**
- (2) the intention to file or the actual filing for bankruptcy protection, whether voluntary or involuntary, by an **Organization**, or a third party on behalf of an **Organization**;
- (3) the commencement or threat of litigation or other proceeding by any governmental or regulatory agency

against an **Organization**;

- (4) the unanticipated loss to an **Organization** arising from a product recall, a delay in production, loss of intellectual property rights (other than by expiration) or loss of a major customer or contract; or
- (5) any other material event if such event is specifically added by written endorsement attached to this Coverage Part.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. H. W.", written over a horizontal line.

Authorized Representative

ADDITIONAL DEFENSE COSTS LIMIT ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 15
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part**

In consideration of the premium charged, it is agreed that solely with respect to the Directors & Officers and Entity Liability Coverage Part, the following shall apply:

- (1) Solely with respect to the Directors & Officers and Entity Liability Coverage Part, Paragraph (A)(3) of Section III, Limit of Liability, of the General Terms and Conditions is deleted and replaced with the following:
 - (3) Subject to Paragraphs (A)(1) and (A)(2) above and paragraph (2) of this endorsement, all **Defense Costs** are part of, and not in addition to, the applicable Aggregate Limit of Liability for the Directors & Officers and Entity Liability Coverage Part and payment by the Company of **Defense Costs** shall reduce and may exhaust such Limit of Liability.
- (2) Solely with respect to **Defense Costs** incurred as a result of any one or more covered **Matters**, the Company shall provide one single additional limit of liability applicable only to such **Defense Costs** (an “Additional Limit for Defense Costs”). The amount of the Additional Limit for Defense Costs shall be \$1,000,000, which amount shall be in addition to, and not part of, the Aggregate Limit of Liability as set forth in Item 4(A) of the Directors & Officers portion of the Declarations and shall apply to all **Defense Costs** incurred as a result of all covered **Matters**, combined. Payment of **Defense Costs** by the Company as a result of an otherwise covered **Matter** shall first reduce the Additional Limit for Defense Costs, and, if the Additional Limit for Defense Costs is exhausted, any further payment of **Defense Costs** by the Company shall thereafter reduce, and may exhaust, the Aggregate Limit of Liability set forth in Item 4(A) of the Directors & Officers portion of the Declarations. In no event shall the Company be obligated to pay **Defense Costs** or other **Loss** after the Aggregate Limit of Liability set forth in Item 4(A) of the Directors & Officers portion of the Declarations is exhausted.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

**ABSOLUTE PROFESSIONAL SERVICES/E&O (ALL INSURING CLAUSES)
EXCLUSION ENDORSEMENT**

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 16
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
Directors & Officers and Entity Liability Coverage Part**

In consideration of the premium charged, it is agreed that the Company shall not be liable under the Directors & Officers and Entity Liability Coverage Part for **Loss** on account of any **Matter** based upon, arising from, or in consequence of any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted in connection with the rendering of, or failure to render, any professional services for others by an **Insured**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

**AMEND BI/PD EXCLUSION (CARVEBACK FOR PERSONAL
INJURY/PUBLISHER WRONGFUL ACT EMOTIONAL DISTRESS)
ENDORSEMENT**

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 17
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART**

In consideration of the premium charged, it is agreed that Exclusion (A)(3), Bodily Injury/Property Damage, of the Directors & Officers and Entity Liability Coverage Part is amended to delete the phrase “provided that this Exclusion (A)(3) shall not apply to **Loss** on account of any mental anguish, humiliation or emotional distress asserted in an employment-related **Matter** against an **Insured Person** that is not indemnified by an **Organization** (other than a **Wage and Hour Violation**)” and replace it with the following:

“provided that this Exclusion (A)(3) shall not apply to any to **Loss** on account of any mental anguish, humiliation or emotional distress resulting directly from any **Personal Injury Wrongful Act** or **Publishers Wrongful Act;**”

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMENDED SUBLIMITS FOR MEMBER INQUIRY COVERAGE ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 18
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART**

In consideration of the premium charged, it is agreed that:

1. The Sublimit for **Member Inquiry** Coverage set forth in Item 4(A)(1) of the D&O portion of the Declarations is deleted and replaced with the following:
 - (1) Sublimit for **Member Inquiry** Coverage: \$500,000
2. The last sentence of Section II, Coverage Extensions, is deleted and replaced with the following:

Member Inquiry Coverage, including Derivative Demand Investigation Coverage and Books and Records Request Coverage, set forth in Section II, Coverage Extensions, Subsection (A), Inquiry Coverages, Paragraph (1), Subparagraphs (a) and (b), shall be subject to a separate Sublimit of Liability, which amount is part of and not in addition to the Aggregate Limit of Liability set forth in the D&O portion of the Declarations and this Policy. Coverage Extensions (A)(2) and (A)(3) above shall be subject to any applicable Limit of Liability and Retention set forth in the D&O portion of the Declarations and this Policy.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMEND DEFINITION OF LOSS ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 19
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART**

In consideration of the premium charged, it is agreed the Directors & Officers and Entity Liability Coverage Part is amended as follows:

- (1) Notwithstanding anything to the contrary contained in this Coverage Part, the term **Loss**, as defined in Section III, Definitions, is amended to include **Defense Costs** incurred by any **Insured** in contesting a **Matter** for the assessment of taxes, initial taxes, additional taxes, tax deficiencies, or penalties pursuant to the following sections of the Internal Revenue Code, 26 U.S.C. §§ 4911, 4940(a), 4941(a), 4941(b), 4942(a), 4942(b), 4943(a), 4943(b), 4944(a), 4944(b), 4945(a), 4945(b), 4955(a), 4955(b), 6652(c)(1)(A), 6652(c)(1)(B), 6655(a)1, 6656(a) or 6656(b).
- (2) It is understood and agreed that no coverage will be available under this Coverage Part for:
 - (a) **Defense Costs** incurred by any **Insured** in contesting a **Matter** for the assessment of any tax penalty pursuant to any section of the Internal Revenue Code other than those specified in paragraph (1) above; or
 - (b) **Loss** which constitutes damages (including punitive or exemplary damages), judgments, settlements, pre-judgment interest, post-judgment interest on account of any **Matter** for the assessment of taxes, initial taxes, additional taxes, tax deficiencies, or penalties pursuant to any section of the Internal Revenue Code specified in paragraph (1) above, or the payment of any taxes, initial taxes, additional taxes, tax deficiencies, or penalties assessed pursuant to any such section of the Internal Revenue Code.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

CORPORATE HOMICIDE INVESTIGATION COSTS COVERAGE ENDORSEMENT

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 20
Policy Number J0657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART**

In consideration of the premium charged, it is agreed that the Directors & Officers and Entity Liability Coverage Part is amended as follows:

- (1) Section II, Coverage Extensions, is amended to add the following:

Corporate Homicide Investigation Costs

The Company shall pay, on behalf of a **Private UK Company**, **Corporate Homicide Investigation Costs** incurred by the **Private UK Company** as a result of the commencement and notice of a **Corporate Homicide Investigation** first received by the **Private UK Company** during the **Policy Period**, in an aggregate amount not to exceed \$100,000, which amount is part of, and not in addition to, the Maximum Aggregate Limit of Liability set forth in Item 4(A) of the D&O portion of the Declarations and the same Retention set forth in Item 4(D) of the D&O portion of the Declarations shall apply to such amount.

- (2) Section III, Definitions, is amended as follows:

- (A) The definition of **Inquiry** is amended to add the following:

Inquiry shall also include a **Corporate Homicide Investigation**.

- (B) The following is added:

Corporate Homicide Investigation means a criminal investigation under the Corporate Manslaughter and Corporate Homicide Act, United Kingdom Statutes 2007, c. 19, sec. 1 et seq., (“Act”) against a **Private UK Company**, commenced by the service upon or other receipt by such **Private UK Company** of a written notice or subpoena from the investigating authority of the United Kingdom identifying such **Private UK Company** as an entity whom a criminal proceeding under the Act may be commenced.

Corporate Homicide Investigation Costs means:

- (i) **Defense Costs** incurred by a **Private UK Company** in defending a **Corporate Homicide Investigation**; and
- (ii) **Corporate Homicide Investigation Public Relation Expenses**,

provided **Corporate Homicide Investigation Costs** shall not include any amounts incurred for compliance with a Publicity Order pursuant to Section 10 of the Act.

Corporate Homicide Investigation Public Relation Expenses means the reasonable fees and related expenses of a public relations firm or consultant, crisis management firm or law firm, which the **Private UK Company** may, in the reasonable exercise of its discretion, engage with the written consent of the Company, not to be unreasonably withheld or delayed, in order to prevent or limit adverse effects or negative publicity which it is anticipated may arise from a **Corporate Homicide Investigation**.

Private UK Company means a **Subsidiary** of the **Parent Organization**, where such **Subsidiary** (A) is organized under the laws of the United Kingdom, and (B) is comprised of securities that have not been the subject of a public offering, solicitation, sale, distribution or issuance, and are not publicly traded.

(3) Exclusion (A)(3), Bodily Injury/Property Damage, of the Directors & Officers and Entity Liability Coverage Part, or any amendments of Exclusion (A)(3) by endorsement to this Policy, shall not apply to any **Corporate Homicide Investigation**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. W.", written in a cursive style.

Authorized Representative

AMEND DEFINITION OF EXECUTIVE – SHADOW DIRECTOR

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 21
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART**

In consideration of the premium charged, it is agreed that the definition of **Executive** in Section III, Definitions of the Directors & Officers and Entity Liability Coverage Part, is amended to add the following:

Executive also means any a natural person meeting the definition of shadow director in Section 251 of the United Kingdom Companies Act 2006 or in similar legal provisions in any other jurisdiction but only if such **Organization** has indemnified such natural person as any director or officer of an **Organization**, to the fullest extent permitted by: (1) any **Global Law**; or (2) any contract or agreement providing an indemnification obligation exceeding such law.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

**POLLUTION EXCLUSION
ENTITY ONLY WITH SECURITYHOLDER EXCEPTION**

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 22
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART**

In consideration of the premium charged, it is agreed that the Directors & Officers and Entity Liability Coverage Part is amended as follows:

- (1) Exclusion (A) (4), Pollution, is deleted in its entirety.
- (2) The following Exclusion is added to Section IV(B), Exclusions Applicable to the Organization Only:

Pollution

for any: (a) discharge, emission, release, dispersal or escape of any **Pollutants** or any threat thereof; (b) treatment, removal or disposal of any **Pollutants**; or (c) regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutants**; provided that this Exclusion (B) (7) shall not apply to **Loss** on account of any (i) **Securityholder Matter**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

AMEND DEFENSE – SETTLE / INCUR DEFENSE WITHIN RETENTION

Named Insured FRIENDS OF ST. CROIX PREPARATORY ACADEMY		Endorsement Number 23
Policy Number JO657225A	Policy Period 06-01-2026 to 06-01-2027	Effective Date of Endorsement June 1, 2026
Issued By Federal Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**The ForeFront Portfolio
DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART**

In consideration of the premium charged, it is agreed that paragraph (C)(1) of Section VI, Defense and Settlement of the Directors & Officers and Entity Liability Coverage Part is amended as follows:

Notwithstanding anything to the contrary in this paragraph, the **Insureds** may settle any **Claim** and incur any **Defense Costs** with respect to any **Matter**, without the Company’s prior written consent, if the amount of such settlement and **Defense Costs** does not exceed one hundred percent (100%) of the applicable Retention.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative



March 01, 2026

Friends of St. Croix Preparatory Academy
4260 Stagecoach Trail North
Stillwater, MN 55082

Dear Ms. Fuchs,

Thank you for this opportunity to present our proposal for Business Management Services effective 4/01/2026.

Respectfully,

Todd R. Netzke
President

Enclosure

BUSINESS MANAGEMENT SERVICES PROPOSAL

For

Friends of St. Croix Preparatory Academy (FSCPA)

School Management Services, LLC (SMS), Minnesota's premier professional services provider of K12 business management solutions, is pleased to propose our services for professional business management and support services.

This recommendation and proposal include the following sections and documents:

1. Executive Summary:
 - Goals and benefits of SMS services
 - Scope of proposed services
 - Arrangements
2. Scope of Services and Responsibilities
3. Services Agreement and Signature Page

Executive Summary

Goals and benefits of SMS services

SMS goals and business strategy include the provision of innovative and cost-effective alternatives to public school districts' boards and superintendents and charter schools' boards, executive directors, and affiliated building corporations for school business management and related school business functions.

SMS leadership and line management team members are keenly aware of the changing dynamics of public school management in the broader context of public school funding and management strategy, and we are committed to continuously improve and expand SMS service offerings to meet the changing needs of Minnesota's public schools.

We respectfully suggest that the following features and components of our services result in important tangible and intangible benefits for our public school district and charter school clients, including a charter school's affiliated building corporation.

Confidence and peace of mind:

SMS client boards and superintendents and executive directors are assured in that:

- SMS work performed professionally, accurately and timely;
- Administration and Board will make confident decisions based on solid financial data for the benefit of all stakeholders.

Cost and time savings that enable boards and administration to operate efficiently and focus on your responsibilities:

SMS client boards and superintendents and executive directors are assured that having SMS on the team results in efficient operations and resource redundancy:

- SMS professional team members' core competencies are school business and finance;
- SMS understands the issues and can immediately and efficiently provide services;
- SMS continuously trains and develops our team members and have experienced resources in reserve to cover contingencies and emergencies;
- SMS employs best practices including latest technology;
- SMS will recommend and assist, if desired, with process improvement and business office structure
- SMS provides customized reporting at summary and detail levels to assist District Leaders, charter school leaders, and leaders of a charter school's affiliated building corporation in understanding the current and projected financial condition, thus allowing timely and appropriate action.

Compliance requirements are addressed efficiently and effectively:

SMS client boards and superintendents and executive directors are assured that having SMS on the team results in effective, efficient and comprehensive compliance planning and execution:

- SMS supports the annual audit process by providing accurate and timely data, supplementing district, charter school, and a charter school’s affiliated building corporation resources with additional SMS staff when desired and recommends and implements ideas that can reduce future audit costs.

In summary, the SMS team comprises more than 150 years of aggregate public school management experience. On engaging SMS, your district, charter school, or charter school’s affiliated building corporation will be supported by our growing, professional team.

Scope of Proposed Services

SMS agrees to provide to the Friends of St. Croix Preparatory Academy (FSCPA) Professional Business Management Services according to the job summary listed below.

SMS provides the FSCPA full flexibility to modify the assignment of responsibilities and to make appropriate revisions to SMS’ fees and expenses arrangements at the convenience of the FSCPA in accordance with the contractual provisions of the attached Services Agreement.

On-Site Presence:

Business Manager: primarily remote

	SMS	FSCPA
Management		
Provide and assist with Administrative Leadership	50%	50%
FSCPA Financial Leader	100%	
Develop strong working relationships with Administrators	100%	
Develop strong working relationships with FSCPA Board	100%	
Develop strong working relationships with Director	100%	
Develop and implement effective and GASB compliant processes and procedures	100%	
Budget Development & Communication		
Budget development & Reporting	90%	10%
Analysis	100%	
Historical	100%	
Comparative	100%	
Communicate	100%	
Budget Calendar	100%	
Budget Monitoring	75%	25%
General Accounting		
Maintain General Ledger (In compliance with GASB)	100%	
Journal Entries	100%	

UFARS Compliance	100%	
Implement Best Practices	75%	25%
Prescribe and Apply Internal Controls Whenever Possible	75%	25%
Cash Flow Management	100%	
Prepare Board Budget and Treasurer Report	100%	
Audit Planning & Coordination		
Plan & Coordinate Annual Audit	100%	
Prepare all Asset & Liability Supporting Schedules	100%	
Calculate and Schedule State, Federal and Local Revenues & Receivables:		
State Aids		
Federal Aids	100%	
Property Taxes	100%	
Long-Term Debt	100%	
Fixed Assets	100%	
Committee Representation		
Attend Appropriate Committee's Upon Request	100%	
FSCPA Board and Governing Meetings		
Attend Board Meetings upon request	100%	
Prepare and Present Business-Related Board Action Items	100%	
Recommend and Prepare Business Policies	100%	

Arrangements

Friends of St. Croix Preparatory Academy will receive SMS Professional Business Management Services in accordance with the following arrangements.

SMS shall be compensated for the proposed services and paid according to the payment schedule as follows:

Business Management Services: **\$7,800 / Annually**
Paid Semi-Annually in equal installments
(4/1/26 – 3/31/27) by 4/1/26: \$3,900

Travel & Incidental fees:

- None

1. Business Manager Services Responsibilities

It shall be the responsibility of SMS to compensate outside professionals retained or hired by SMS to fulfill obligations under this Agreement.

SMS Services Agreement

THIS AGREEMENT is made and entered into by and between Friends of St. Croix Preparatory Academy (hereinafter referred to as the "FSCPA"), and School Management Services (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the FSCPA is authorized and empowered to secure from time-to-time certain professional services through contracts with qualified consultants; and

WHEREAS, the FSCPA desires to retain and compensate a qualified consultant to provide such services on the terms and conditions hereinafter set forth; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities. The parties are not entering into an employment agreement or an employer-employee relationship. Nothing in this Agreement may be construed to create an employment relationship, a partnership, a joint venture, or a joint enterprise between the FSCPA and the Contractor;
2. The Contractor shall have no authority to bind the FSCPA for the performance of any services or to obligate the FSCPA. The Contractor is not an agent, servant, or employee of the FSCPA and shall not make any such representations or hold itself/himself/herself out as such;
3. The Contractor shall be the exclusive accounting consultant for the FSCPA during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the FSCPA at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I SERVICES

Section 1 Scope of Services: The Contractor agrees to provide Professional Business Management services to the FSCPA according to the attached Executive Summary, including the Scope of Proposed Services and Arrangements sections.

ARTICLE II PAYMENT

Section 1 Payment: The FSCPA agrees to pay the Contractor for its services as outlined in the attached Executive Summary, including the Arrangements section.

ARTICLE III LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at its/his/her expense, with coverage satisfactory to the FSCPA, in its sole discretion, which liability insurance Contractor must secure and maintain during the term of this Agreement. Contractor will provide FSCPA with proof of liability insurance coverage upon request.

ARTICLE IV

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon board ratification of this agreement and will remain in effect for a period three years : (1) 4/01/26-3/31/27, (2) 4/01/27-3/31/28, (3) 4/01/28-5/31/29. This Agreement will remain in full force and effect during the term of this Agreement but may be terminated as provided in sections 2 and 3.

Section 2 FSCPA's Termination Rights: FSCPA may terminate this Agreement upon thirty (30) days' written notice in the event the FSCPA determines in its sole discretion that it is not in the FSCPA's best interests to continue using Contractor's services.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days' written notice to FSCPA (i) in the event FSCPA does not pay Contractor compensation within thirty (30) days after invoice is received by FSCPA. In the event of non-payment by the FSCPA, Contractor shall give FSCPA an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days to remit such payment, prior to giving a notice of termination. Contractor may terminate the agreement with sixty (60) days' written notice in the event the Contractor determines in its sole discretion that it is not in the Contractor's best interest to continue providing services.

ARTICLE V

RENEWAL OF THE AGREEMENT

Section 1 Notice of Renewal: Not less than thirty (30) days prior to the expiration of this Agreement, the FSCPA may provide written notice of intent to renew this Agreement for an additional term upon terms and conditions agreed upon by both parties to the Agreement. This Agreement will not automatically renew.

ARTICLE VI

INDEMNIFICATION

Section 1 Release and Indemnify: The Contractor agrees to defend, hold harmless, and indemnify the FSCPA and its board members, its administration, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Contractor, or of the Contractor's employees or agents, in regard to the Contractor's performance under this Agreement, including, but not limited to, any and all liabilities, demands, losses, claims, damages, fines, judgments, attorneys' and witness fees.

ARTICLE VII

GENERAL

Section 1 Authorized FSCPA Agent: The FSCPA's authorized agent for the purpose of administration of this Agreement is the Executive Director. The Contractor's authorized agent for the purpose of administration of this Agreement is Dr. Jennifer Fuchs. Said agents shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are personal and not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the FSCPA, and any such data and materials shall be remitted to the FSCPA by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor in accordance with applicable federal, state and local laws regarding data privacy, including the Minnesota Government Data Practices Act. Contractor must maintain the confidentiality and privacy of all data accessed as a result of performing services for the FSCPA, and Contractor must not disclose such data without written authorization from the FSCPA, unless disclosure is specifically required by law or court order.

Section 5 Entire Agreement: This Agreement is the entire agreement between the FSCPA and the Contractor and it supersedes all prior written or oral agreements. For the avoidance of doubt, this Agreement includes the Executive Summary, including the Scope of Proposed Services and Arrangements sections. Neither the FSCPA nor the Contractor has relied on any statements, promises, or representations that are not stated in this Agreement. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Choice of Law and Forum: This Agreement is governed by the laws of the State of Minnesota. The parties agree that Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement.

Section 8 Covenant of Diligence and Good Faith: Contractor agrees to provide services to the FSCPA diligently and in good faith. Contractor must comply with all federal and state laws and with all policies and rules of the FSCPA.

Section 9 Waiver and Equal Drafting: Waiver by either party of any term or condition of this Agreement will not constitute a waiver of any other term or condition of this Agreement. No waiver will be valid unless it is in writing and signed by both parties. If either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties.

Signature Page

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

Friends of St. Croix Preparatory Academy (FSCPA)
4260 Stagecoach Trail North
Stillwater, MN 55082

Name 
Dan Mills (Mar 23, 2026 07:07:35 PDT)

Title President of FSCPA

Date 3/23/25

School Management Services, LLC
19750 Muirfield Circle
Shorewood, MN 55331

Name _____

Title _____

Date _____

EIN: 56-2545979



Strategic Priorities & Goals 2026-2030

Priority 1: Academic Excellence

Sustain and strengthen St. Croix Preparatory Academy's rigorous classical education academic program by ensuring clarity and coherent alignment of curriculum and instruction, supporting continuous improvement across all divisions while remaining responsive to evolving needs and expectations.

Goal 1.1: Consistent Academic Rigor Across Divisions

Ensure students experience a consistently rigorous, high-quality classical academic program across Lower, Middle, and Upper School, regardless of classroom or division.

Goal 1.2: Integrated Curricular Alignment

Establish sustainable practices for reviewing and improving curriculum, instruction, and assessment across all divisions, ensuring strong vertical alignment from Lower School through Upper School so that students are well prepared for transitions and responsive to evolving student needs and state standards.

Goal 1.3: Comprehensive Student Support Systems

Strengthen systems for identifying, supporting, and monitoring students with diverse learning needs, including those requiring academic intervention, enrichment opportunities, emotional support, or behavioral guidance, and ensure families and students clearly understand academic expectations, standards, and measures of progress across divisions.

Priority 2: Culture and Organizational Alignment

Strengthen a unified, mission-aligned, collaborative school culture by clarifying expectations, reinforcing shared norms and accountability, and improving coherence across divisions, ensuring that students, families, and staff experience St. Croix Preparatory Academy as one connected, purposeful institution.

Goal 2.1: A Cohesive, Safe, and Accountable “One School” Culture

Strengthen a shared sense of identity, purpose, expectations, accountability, and norms so students, families, and staff experience St. Croix Preparatory Academy as one connected institution where all feel safe, respected, and supported.

Goal 2.2: Living Our Commitment to Classical Education

Clarify, define, and align around the school’s commitment to classical education, and ensure students, staff, and teachers consistently understand and live out the character traits and principles central to classical education in daily practice.

Goal 2.3: Operational Excellence and Service

Improve the effectiveness, consistency, and responsiveness of administrative and operational functions so that families, students, and staff experience seamless, mission-aligned support across all touchpoints with the school.

Priority 3: People and Professional Excellence

Strengthen St. Croix Preparatory Academy’s ability to attract, develop, and retain exceptional faculty and staff by intentionally investing in people and culture through recruiting strategies, competitive compensation practices, professional growth, and authentic engagement that support long-term excellence.

Goal 3.1: Competitive and Sustainable Total Compensation

Articulate and implement a transparent, competitive, and financially sustainable approach to compensation, benefits, and workload that supports recruitment and retention.

Goal 3.2: Organizational Effectiveness and Shared Ownership

Enhance organizational effectiveness by clarifying roles, aligning external compliance with internal systems, strengthening collaboration and leadership practices, and establishing processes that ensure faculty and staff expertise meaningfully informs how work is structured and accomplished.

Goal 3.3: Strategic Recruiting and Selection

Develop and implement a comprehensive recruitment process that attracts, identifies, and selects prospective faculty who demonstrate both pedagogical excellence and strong alignment with the school's mission and culture.

Priority 4: Financial Sustainability and Stewardship

Advance long-term financial sustainability by strengthening *stewardship*, diversifying revenue sources, supporting the Foundation, and aligning resources with strategic priorities to ensure the school's mission and academic model remain strong and viable for future generations.

Goal 4.1: Financial Health and Planning

Build long-term financial strength to support academic excellence by partnering effectively with the Foundation, expanding internal and external revenue sources, and establishing rigorous financial planning, forecasting, stewardship, and resource alignment practices that inform strategic decisions and ensure sustainability.

Goal 4.2: Transparency and Shared Understanding of Financial Realities

Improve financial transparency with the school community and shared understanding among key stakeholders about the school's financial realities, constraints, and tradeoffs.

Priority 5: Strategic Communication and Brand Development

Strengthen strategic communication and brand development to ensure St. Croix Preparatory Academy builds trust, transparency, and connection across the school community, increases external recognition and credibility, and proactively tells its story to current and prospective families, partners, and the broader community.

Goal 5.1: Clear, Consistent, and Timely Communication

Improve the clarity, consistency, and timeliness of communication systems and processes with all stakeholders so information is shared effectively, predictably, and responsively across the school community.

Goal 5.2: Strengthen and Amplify Our Story

Strengthen how the school tells its story to current and prospective families and external stakeholders to increase understanding, recognition, confidence, and credibility in St. Croix Preparatory Academy.

Strategic Plan Structure

Strategic Priorities

3–5 priorities | 3–5 year horizon

Define where the school is choosing to focus its strategic energy over the life of the plan. Strategic Priorities are broad, enduring areas of emphasis that guide decision-making and resource allocation.

Strategic Goals

2–4 goals per priority | 3–5 year horizon

Describe what success looks like within each priority. Strategic Goals articulate the outcomes the school seeks to achieve over time and provide clarity about what progress will mean.

Strategies

2–5 strategies per goal | 1–3 year horizon

Define how the school will pursue each goal. Strategies outline the intentional approaches the school will use to advance each goal and guide leadership decisions without prescribing specific tasks.

Annual Work Plans

Updated annually | 12-month horizon

Translate strategies into specific actions, timelines, responsibilities, and measures of progress. Annual Work Plans allow the school to adapt to changing conditions while remaining aligned with long-term strategic direction.

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 503 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2026

503 STUDENT ATTENDANCE

I. PURPOSE

- A. The charter school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or

guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota Statutes, section 120A.22, the students of the charter school are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and charter school standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.
- c. The charter school must count a student as in attendance on each day the student receives supervision, instruction, or services from school staff during scheduled school hours. Minnesota Statutes, section 120A.22 does not remove the school's responsibility to continue to comply with reporting requirements in Minnesota Statutes, section 126C.05 for the purposes of funding.
- d. The principal must issue and keep a record of attendance, under rules established by the school board.

B. Attendance Procedures

Attendance procedures shall be presented to the charter school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

- a. A parent, guardian, or other person having control of a child may apply to a charter school to have the child excused from attendance for the whole or any part of the time school is in session during any school year. An application may be made to a truant officer or the school official designated by the principal. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.
- b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.
- c. The charter school board may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.

d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

- (1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:
 - (a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth;
 - (b) family emergencies;

- (c) the death, serious illness or funeral of an immediate family member;
 - (d) active duty in any military branch of the United States;
 - (e) the child has a condition that requires ongoing treatment for a mental health diagnosis; or
 - (f) other exemptions included in this attendance policy.
- (2) that the child has already completed state and charter school standards required for graduation from high school; or
 - (3) that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three (3) hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Work missed because of absence must be made up within 2 days for every 1 day a student is absent.. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student that was not approved by the parent and/or the charter school.
- (2) Any absence in which the student failed to comply with any reporting requirements of the charter school's attendance procedures.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Vacations with family.

- (6) Personal trips to schools or colleges.
- (7) Absences resulting from cumulated unexcused tardies (3 tardies equal one (1) unexcused absence).
- (8) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
- (2) Days during which a student is suspended from school shall not be counted in a student's total cumulative unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition

Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

- a. Students' tardy at the start of school must report to the school office for an admission slip.
- b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

- a. Illness.
- b. Serious illness in the student's immediate family.
- c. A death or funeral in the student's immediate family or of a close friend or relative.
- d. Medical, dental, orthodontic, or mental health treatment.
- e. Court appearances occasioned by family or personal action.
- f. Physical emergency conditions such as fire, flood, storm, etc.
- g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

- a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.
 - b. Consequences of tardiness may include detention after 3 unexcused tardies. In addition, 3 unexcused tardies are equivalent to one (1) unexcused absence.
- D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs
 - 1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
 - 2. School-initiated absences will be accepted and participation permitted.
 - 3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
 - 4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
 - 5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS AND CULTURAL OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the charter school to accommodate any student who wishes to be excused from a curricular activity for a religious observance or American Indian cultural practice, observance, or ceremony. Requests for accommodation should be directed to the building principal.

IV. DISSEMINATION OF POLICY

- A. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
- B. The charter school will provide annual notice to parents of the charter school's policy relating to a student's absence from school for a religious or cultural observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes, section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes, section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes, section 120A.05, without valid excuse within a single school year for:

- 1. Three (3) days if the child is in lower school; or
- 2. Three or more class periods in three (3) days if the child is in middle school or upper school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes, section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first-class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes, section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes, section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes, section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes, chapter 260C;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes, section 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one (1) day.

C. Habitual Truant

1. A habitual truant is a child who is at least twelve (12) years old and less than eighteen (18) years old who is absent from attendance at school without lawful excuse for one or more class periods on seven (7) school days per school year if the child is in middle school or upper school, or a child who is seventeen (17) years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven (7) school days per school year and who has not lawfully withdrawn from school under Minnesota Statutes, section 120A.22, subdivision 8.

Pursuant to section 260C.163, subdivision 11, habitual truant also means a child under age twelve (12) who has been absent from school for seven (7) school days without lawful excuse, based on a showing by clear and convincing evidence that the child's absence is not due to the failure of the child's parent, guardian, or custodian to comply with compulsory instruction laws.

2. A charter school attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes, chapter 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)

Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious and Cultural Observances)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 124E.03, Subd. 2(g) and (j) (Applicable Law)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

MSBA/MASA Model Policy 504 Charter
Orig. 2022 (as Charter Policy)
Rev. 2026

Revised: 02/17/2026

504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to enhance student learning by establishing expectations that support educational goals. Students and their families share primary responsibility for students' clothing and appearance. Teachers and other charter school staff should exemplify and reinforce student dress and appearance standards and help students understand appropriate attire in the school environment.

The purpose of this policy is to establish student appearance and dress code guidelines for St. Croix Preparatory Academy ("St. Croix Prep").

II. GENERAL STATEMENT OF POLICY

The Dress Code and uniforms at St. Croix Prep build community and diminish the importance of external clothing-related factors. The Dress Code promotes professionalism, cultivates a focused learning environment, and prepares students for the future. Uniforms promote equality and unity among students and foster an inclusive environment where students can focus on their education rather than their appearance.

III. DRESS CODE

All St. Croix Prep students are expected to be in school uniform each day, except for the designated dress-up days or spirit wear days. Neatness, cleanliness, and modesty guidelines should be observed at all times. St. Croix Prep reserves the right to determine dress code violations.

Uniform Provider

Uniform clothing must be ordered through the approved providers listed in the family handbook (with the exception of shoes, socks, coats, and other accessories).

Families who are eligible for educational benefits are eligible to receive benefits for school uniforms. Please contact the main office.

Modesty Guidelines - These guidelines apply to all school dress

Modesty is appearance intended to avoid impropriety or indecency. It is recognized that there are varied opinions as to what constitutes modesty, therefore the following guidelines help define the expectations for St. Croix Prep students.

Inappropriate school attire will be considered a violation and will require correction. Parents may be contacted to assist in managing inappropriate school attire.

School Uniform Guidelines are outlined in the family handbook.

Dress Code Violations

Students and parents/guardians will be informed of dress code violations. Dress code violations will result in disciplinary actions, which vary by division (Lower, Middle or Upper School). Specific dress code violation consequences are listed in each division level handbook. Handbooks are posted on the school website (www.stcroixprep.org).

Opt-Out Provision

Parents or guardians may apply to the Division Principal for full or partial exemption from the dress code in the following situations:

- A student’s disability or medical condition that would substantially interfere with a student’s ability to comply with the dress code.
- A student’s religious observation would be substantially hindered by compliance with the dress code.

Non-Uniform & Spirit Wear Days

Non-Uniform days will be scheduled throughout the course of the year. Students must demonstrate neatness, cleanliness, and modesty in their appearance on non-uniform days. Clothing on a non-uniform day should not distract from teaching and learning. St. Croix Prep reserves the right to determine the appropriateness of attire. Questions related to the appropriateness of a student’s dress will be determined by the administration of St. Croix Prep.

Non-Uniform Day expectations are outlined in the family handbook.

Spirit Wear Guidelines

To enhance school spirit and build a closer community, St. Croix Prep will hold days when students may wear spirit wear instead of their uniform. Spirit wear days and expectations are denoted in the family handbook.

IV. PROCEDURES

- A. Enforcement of a student dress code will be approached with careful consideration and sensitivity, with the goals of supporting students as they express themselves and pursue their full potential, of not shaming students, and of minimizing loss of instructional time. When possible, dress code matters should be addressed privately with students, should seek to determine whether factors exist that impact the student’s ability to comply with the dress code, and should seek to address such issues.
- B. When, in the reasonable judgment of the administration, (1) a student’s clothing or appearance may materially and substantially disrupt or interfere with the educational mission, school environment, classwork, or school activities; (2) may incite or contribute to substantial disorder or invasion of the rights of others; or (3) pose a threat to the health or safety of the student or others, the student will be directed to make modifications. Parents or guardians will be notified. Other consequences may be enforced in line with Policy 506 (Student Discipline).
- C. The administration may recommend a form of clothing considered appropriate for a specific event and communicate the recommendation to students, and parents, or guardians. A school district or charter school must not prohibit an American Indian student from wearing American Indian regalia, Tribal regalia, or objects of cultural significance at a graduation ceremony.
- D. Likewise, an organized student group may recommend a form of clothing for students considered appropriate for a specific event and bring such a recommendation to the administration for approval.

Legal References:

U. S. Const., amend. I
 Minn. Stat. § 124D.792 (Graduation Ceremonies; Tribal Regalia and Objects of Cultural Significance)
 Minn. Stat. § 363A.03, Subd. 36a (Definitions)
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503 (1969)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)
D.B. ex rel. Brogdon v. Lafon, 217 Fed. Appx. 518 (6th Cir. 2007)
Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)

McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

ST. CROIX PREPARATORY ACADEMY APPLICATION

Adopted: 9/25/2018

Revised: 02/17/2026

*MSBA/MASA Model Policy 509 Charter
Orig. 2022 (as Charter Policy)
Rev. 2026*

509 ADMISSION AND ENROLLMENT

I. PURPOSE

The purpose of this policy is to set forth the charter school's admission and enrollment procedures.

II. GENERAL STATEMENT OF PURPOSE

III. ADMISSION LIMITATIONS

- A. The charter school, including its preschool or prekindergarten program established under Minnesota Statutes, 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 Minnesota Statutes, 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. The charter school shall comply with the Minnesota Human Rights Act, which prohibits educational institutions from discriminating against students based on a protected class including, race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, sexual orientation, or disability.
- C. 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.

IV. ENROLLMENT

- A. The charter school, including its preschool or prekindergarten program established under Minnesota Statutes, section 124E.06, subdivision 3, paragraph (b), shall 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.
- B. 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 Minnesota Statutes, section 124E.11, paragraphs (a) to (f).

- C. The 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.
- D. A person may not be admitted to the charter school (1) as a kindergarten pupil, unless the pupil is at least five (5) 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 (6) 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 A and B.
- E. Except as permitted in paragraphs D and I, the charter school, including its preschool or prekindergarten program established under Minnesota Statutes, 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 Minnesota Statutes, 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 Minnesota Statutes, sections 121A.40 to 121A.56.
- H. A charter school with at least ninety (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 Minnesota Statutes, section 126C.05, subdivision 1, paragraph (a), and must comply with the federal Individuals with Disabilities Education Act under 34 Code of Federal Regulations, section 300.324, subsection (2), clause (iv).
- I. A charter school serving at least ninety (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.

Legal References: Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 124E.11 (Admission Requirements and Enrollment)
Minn. Stat. § 124E.17 (Charter School Information)
Minn. Stat. § 363A.13 (Educational Institution)

Cross References: None

ST. CROIX PREPARATORY ACADEMY

Adopted: 8/15/2023

Revised: 12/16/2025

Revised: 02/17/2026

*MSBA/MASA Model Policy 516 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2026*

516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

The purpose of this policy is to set forth the provisions regarding medicine and telehealth for students while at St. Croix Preparatory Academy.

II. GENERAL STATEMENT OF POLICY

The charter school acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. The charter school's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and the charter school's procedures.

III. DRUG AND MEDICATION REQUIREMENTS

A. Administration of Drugs and Medicine

1. The administration of medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the charter school may rely on an oral request until a written request is received.
2. Drugs and medicine subject to Minnesota Statutes, section 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:
 - a. with a licensed nurse, in a school that employs a licensed nurse under Minnesota Statutes, section 148.171;
 - b. with a licensed school nurse, in a school that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;
 - c. with a public or private health-related organization, in a school that contracts with a public or private health or health-related organization, according to Minnesota Statutes, section 121A.21; or
 - d. with the appropriate party, in a school that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, section 121A.21.
3. Exclusions

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

- a. purchased without a prescription;
- b. used by a pupil who is 18 years old or older;
- c. used in connection with services for which a minor may give effective consent;

- d. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- e. used off the school grounds;
- f. used in connection with athletics or extracurricular activities;
- g. used in connection with activities that occur before or after the regular school day;
- h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - (1) the school has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;
 - (2) the inhaler is properly labeled for that student; and
 - (3) the parent has not requested school personnel to administer the medication to the student.

In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

- j. epinephrine delivery systems, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that
 - (1) the pupil may possess the epinephrine or
 - (2) the pupil is unable to possess the epinephrine and requires immediate access to epinephrine delivery systems that the parent provides properly labeled to the school for the pupil as needed.
- k. For the purposes of Minnesota Statutes, section 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.
- l. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

1. An "Administering Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6.
2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
4. Prescription medications are not to be carried by the student, but will be left with the appropriate charter school personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Subparagraph III.A.3(i) above), and medications administered as noted in a written agreement between the charter school and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
5. The charter school must be notified immediately by the parent or student eighteen (18) years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
6. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
8. If the administration of a drug or medication described in this section requires the charter school to store the drug or medication, the parent or legal guardian must inform the charter school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the charter school as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

C. Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the charter school has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The charter school may revoke a student's privilege to possess and use nonprescription pain relievers if the charter school determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or

pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

D. Possession and Use of Epinephrine Delivery systems

1. Definitions

- a. "Administer" means the direct application of an epinephrine delivery system to the body of an individual.
- b. "Epinephrine delivery system" means a medication product approved by the United States Food and Drug Administration that automatically delivers a single, premeasured dose of epinephrine to prevent or treat a life-threatening allergic reaction.
- c. "School" means a public school under Minnesota Statutes, section 120A.22, subdivision 4, or a nonpublic school, excluding a home school, under section 120A.22, subdivision 4, that is subject to the federal Americans with Disabilities Act.

2. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine delivery systems that enables the student to:

- a. possess epinephrine delivery systems; or
- b. If the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine delivery systems in close proximity to the student at all times during the instructional day.

For the purposes of this policy, "instructional day" is defined as eight hours for each student contact day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine delivery systems when required, consistent with state law. This health plan may be included in a student's Section 504 plan.

Schools may obtain and possess epinephrine delivery systems to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine delivery system. The administration of an epinephrine delivery system in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

Registered nurses may administer epinephrine delivery systems in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine delivery systems in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine delivery system is to be administered, when caring for a patient whose condition falls within the protocol.

A school may enter into arrangements with manufacturers of epinephrine delivery systems to obtain epinephrine delivery systems at fair-market, free, or reduced prices.

A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine delivery systems.

The Commissioner of the Minnesota Department of Health must provide a district or school with a standing order for distribution of epinephrine delivery systems under Minnesota Statutes, sections 148.235, subdivision 8 and 151.37, subdivision 2.

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

F. Procedure regarding unclaimed drugs or medications

1. The charter school has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the charter school shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the charter school.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes, section 152.01, subdivision 4, or is an over-the-counter medication, the charter school will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the charter school.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, the charter school or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The charter school must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

- A. To the extent space is available, the school must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.
- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to

submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

- Legal References:** Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Delivery systems; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Delivery systems)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 148.171 (Definitions; Title)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Rule 8710.6100 (School Nurse)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
- Cross References:** MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

ST. CROIX PREPARATORY ACADEMY

Adopted: 2/17/2026

Revised: 2/17/2026

*MSBA/MASA Model Policy 525 Charter
Orig. 1996 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2026*

525 VIOLENCE PREVENTION [APPLICABLE TO STUDENTS AND STAFF]

I. PURPOSE

The purpose of this policy is to recognize that violence exists and to identify measures that the charter school will take in an attempt to maintain a learning and working environment that is free from violent and disruptive behavior.

The charter school board is committed to promoting healthy human relationships and learning environments that are physically and psychologically safe for all members of the school community. It further believes that students are the first priority and they should be protected from physical or emotional harm during school activities and on school grounds, buses, or field trips while under school supervision.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the charter school is to strictly enforce its weapons policy (Policy 501).
- B. The policy of the charter school is to act promptly in investigating all acts, or formal or informal complaints, of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.
- C. The administration will periodically review discipline policies and procedures, prepare revisions if necessary, and submit them to the school board for review and adoption.
- D. The charter school will implement approved violence prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of students whose health or welfare may be jeopardized through acts of violence.

III. IMPLEMENTATION OF POLICY

- A. The charter school board will review and approve policies to prevent and address violence in our schools. The executive director or designee will develop procedures to effectively implement the school weapons and violence prevention policies. It shall be incumbent on all students and staff to observe all policies and report violations to the school administration.
- B. The school board and administration will inform staff and students annually of policies and procedures related to violence prevention and weapons.
- C. The charter school will act promptly to investigate all acts and formal and informal complaints of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.
- D. The consequences set forth in the school weapons policy (Policy 501) will be imposed upon any student or nonstudent who possesses, uses or distributes a weapon when in a school location.
- E. The consequences set forth in the charter school hazing policy (Policy 526) will be imposed upon any student or staff member who commits an act against a student or staff member; or coerces a student or staff member into committing an act, that

creates a substantial risk of harm to a person in order for the student or staff member to be initiated into or affiliated with an organization, or for any other purpose.

- F. Students who engage in assault or violent behavior will be removed from the classroom immediately and for a period of time deemed appropriate by the principal, in consultation with the teacher, pursuant to the student discipline policy (Policy 506).
- G. Students with disabilities may be expelled for behavior unrelated to their disabilities, subject to the procedural safeguards required by the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Pupil Fair Dismissal Act.
- H. Procedures will be developed for the referral of any person in violation of this policy or the weapons policy to the local law enforcement agency in accordance with Minnesota Statutes section 121A.05.
- I. Students who wear objectionable emblems, signs, words, objects, or pictures on clothing communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership or that approves, advances, or provokes any form of religious, racial, or sexual harassment or violence against other individuals as defined in the harassment and violence policy (Policy 413) will be subject to the procedures set forth in the student dress and appearance policy (Policy 504). "Gang" as used in this policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. A "pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.
- J. This policy is not intended to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, denote gang affiliation, advocate harassment or violence against others, are likely to disrupt the education process, or cause others to react in a violent or illegal manner (Policy 504).

IV. PREVENTION STRATEGIES

The charter school has adopted and will implement the following prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of students whose health or welfare may be jeopardized through acts of violence.

- A. Adopt a charter school crisis management policy to address potential violent crisis situations in the charter school.
- B. Promote student safety responsibility by encouraging the reporting of suspicious individuals and unusual activities on school grounds.
- C. Establish clear charter school rules that prevent and deter violence.
- D. Develop a staff photo or name identification system using identification badges for quick identification of unauthorized people on campus.
- E. Require all visitors to check-in the main office upon their arrival and state their business at the charter school. A visitor badge may be issued for easy identification that the visitor is authorized to be present in the school building.

- F. Develop curriculum 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, and resourcefulness.

V. STUDENT SUPPORT

- A. Students will have access to school-based student service professionals, when available, including counselors, nurses, social workers, and psychologists who are knowledgeable in methods to assist students with violence prevention and intervention.
- B. Students will be apprised of school board policies designed to protect their personal safety.
- C. Students will be provided with information as to charter school and building rules regarding weapons and violence.
- D. Students will be informed of resources for violence prevention and proper reporting.

VI. PERSONNEL

- A. Charter school personnel shall comply with the school weapons policy (Policy 501) and the school hazing policy (Policy 526).
- B. Charter school personnel shall be knowledgeable of violence prevention policies and report any violation to school administration immediately. Charter school personnel will be informed annually as to school and building rules regarding weapons and violence prevention.
- C. Charter school personnel or agents of the school shall not engage in emotionally abusive acts including malicious shouting, ridicule, and/or threats or other forms of corporal punishment (Policy 507).

Legal References: Minn. Stat. § 13.43, Subd. 16 (Personnel Data)
Minn. Stat. § 120B.22 (Violence Prevention Education)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.64 (Notification)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 124E.03 (Applicable Law)
Minn. Stat. § 181.967, Subd. 5 (School District Disclosure of Violence or Inappropriate Sexual Contact)
18 U.S.C. § 921 (Definition of Firearm)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503 (1969)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
McIntire v. Bethel School, 804 F.Supp. 1415 (W.D. Okla. 1992)
Olesen v. Board of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (Charter School Weapons Policy)
MSBA/MASA Model Policy 504 (Student Dress and Appearance)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

Revised: _____

*MSBA/MASA Model Policy 530 Charter
Orig. 1999 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2026*

530 IMMUNIZATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

II. GENERAL STATEMENT OF POLICY

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

III. STUDENT IMMUNIZATION REQUIREMENTS

- A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the charter school until the student or the student's parent or guardian has submitted to the designated charter school administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated charter school administrator one of the following statements:
1. a statement from a physician, advanced practice registered nurse, physician assistant, or a public clinic that provides immunizations (hereinafter "medical statement"), affirming that the student received the immunizations required by law, consistent with medically acceptable standards; or
 2. a medical statement affirming that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.
- B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the medical statement. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated charter school administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.
- C. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Paragraph III.A. or III.B., above, or a statement of immunization set forth in Section IV., below, to the executive director of the charter school by October 1 of the first year of their home schooling in Minnesota and the grade 7 year.
- D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the charter school until the student or the student's parent or guardian has submitted the required data.

- E. The charter school may allow a student transferring into a school a maximum of thirty (30) days to submit a statement specified in Paragraph III.A. or III.B., above, or Article IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunization or exemption documentation has been provided.
- F. If a person who is not a Minnesota resident enrolls in a charter school online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent or guardian of a minor student or an emancipated student submits a signed medical statement affirming that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent or guardian of a minor student or an emancipated student submits a notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or emancipated student.

V. NOTICE OF IMMUNIZATION REQUIREMENTS

- A. The charter school will develop and implement a procedure to:
 - 1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Minnesota Department of Health;
 - 2. notify parents and students of the consequences for failure to provide required documentation regarding immunizations;
 - 3. review student health records to determine whether the required information has been provided; and
 - 4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.
- B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style of the immunization requirements and on the same page as the immunization requirements.

VI. IMMUNIZATION RECORDS

- A. The charter school will maintain a file containing the immunization records for each student in attendance at the charter school for at least five years after the student attains the age of majority.
- B. Student immunization records maintained by the school district are generally considered education records subject to the Family Education Records and Privacy Act

(FERPA). The school district may not disclose personally identifiable information (PII), including immunization records, without parent's or eligible student's consent unless a permissible exception applies.

- C. The designated charter school administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.
- D. Upon request of a public or private post-secondary educational institution as defined in Minnesota Statutes, section 135A.14, the designated charter school administrator shall assist in the transfer of the student's immunization file to the post-secondary educational institution.

VII. OTHER

Within 60 days of the commencement of each new school term, the charter school will forward a report to the Commissioner of the Minnesota Department of Education stating the number of students attending each school in the charter school, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The charter school will also forward a copy of all exemption statements received by the charter school to the Commissioner of the Minnesota Department of Health.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)
Minn. Stat. § 121A.17 (School Board Responsibilities)
Minn. Stat. § 144.29 (Health Records; Children of School Age)
Minn. Stat. § 144.3351 (Immunization Data)
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. § 144.442 (Testing in Schools)
Minn. Rules Parts 4604.0100-4604.1020 (Immunization)
20 U.S.C. § 1232g (Family Educational and Privacy Rights Act)
McCarthy v. Ozark Sch. Dist., 359 F.3d 1029 (8th Cir. 2004)
Op. Atty. Gen. 169-W (July 23, 1980)
Op. Atty. Gen. 169-W (Jan. 17, 1968)

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Resources: MN Department of Health: [School Health Personnel Immunization and Disease Reporting](#) (accessed 12/15/25)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

Revised: 02/17/2026

*MSBA/MASA Model Policy 535 Charter
Orig. 2019 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2026*

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within charter school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Service Animal

A "service animal" is a dog (regardless of breed or size) or miniature horse that is individually trained to perform "work or tasks" for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual's disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. Handler

A "handler" is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, "handler" means the person who cares for and supervises the animal on that individual's behalf. Charter school personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

C. Work or Tasks

1. "Work or tasks" are those functions performed by a service animal.
2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A “trainer” is a person who is training a service animal and is affiliated with a recognized training program for service animals.

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of charter school properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on charter school property or in charter school facilities; (b) to attend or participate in a school- sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the charter school.
- B. It is an unfair discriminatory practice to prohibit a person with a disability from taking a service animal into a public place or conveyance to aid persons with disabilities, and if the service animal is properly harnessed or leashed so that the person with a disability may maintain control of the service animal.
- C. The charter school shall not require a person with a disability to make an extra payment or pay an additional charge when taking a service animal into any charter school.
- D. When an individual with a disability brings a service animal to a charter school property, charter school employees shall not ask about the nature or extent of a person’s disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
 - 1. Is the service animal required because of a disability; and
 - 2. What work or tasks is the service animal trained to perform.
- E. Charter school employees shall not make these inquiries of an individual with a disability bringing a service animal to charter school property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, charter school employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.
- F. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal’s safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler’s control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is

responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.

- F. The charter school is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the executive director or the administrator designated with responsibility to address such requests. Charter school employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the executive director or the administrator designated with responsibility to address such requests.
- B. Students or employees seeking to bring a service animal onto charter school premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

- A. A school official may require a handler to remove a service animal from charter school property, a school building, or a school-sponsored program or activity, if:
 - 1. Any of the requirements described in Part V., above, are not met.
 - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
 - 3. The presence of the service animal would fundamentally alter the nature of a service, program, or activity; or
 - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the charter school shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and
- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the charter school that they are allergic to a service animal, the charter school will balance the rights of the individuals involved. In general, allergies that are not life-threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the charter school's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the executive director or the administrator designated to handle such requests. A charter school employee who is a qualified individual with a disability will be allowed to bring such an animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

- A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on charter school property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References: Minn. Stat. § 256C.02 (Public Accommodations)
Minn. Stat. § 363A.19 (Discrimination Against Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)
Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)

Cross References: MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

ST. CROIX PREPARATORY ACADEMY

Adopted: 02/17/2026

*MSBA/MASA Model Policy 604 Charter
Orig. 2022 (as Charter Policy)*

Revised: 02/17/2026

Rev. 2026

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

- A. Instruction must be provided in at least the following subject areas:
 - 1. basic communication skills including reading and writing, literature, and fine arts;
 - 2. mathematics and science;
 - 3. social studies, including history, geography, economics, government, and citizenship;
 - 4. health and physical education;
 - 5. the arts;
 - 6. career and technical education; and
 - 7. world languages.
- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. The charter school must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.
- D. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- E. Each instructional program shall be planned for optimal benefit, taking into consideration the financial condition of the charter school and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- F. The executive director shall have discretionary authority to develop guidelines and directives to implement the school board policy relating to instructional curriculum.
- G. The charter school may not discriminate against or discipline a teacher or principal based on incorporating into the curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

III. REQUIRED ACADEMIC STANDARDS

- A. The following subject areas are required for statewide accountability:
 - 1. language arts;
 - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
 - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
 - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
 - 5. physical education;
 - 6. health, for which locally developed academic standards apply; and
 - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

IV. PARENTAL CURRICULUM REVIEW

The charter school shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

V. CPR AND AED INSTRUCTION

The charter school will provide one-time cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. At the charter school's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that has been developed:
 - 1. by the American Heart Association or the American Red Cross and incorporates psychomotor skills to support the instruction; or
 - 2. using nationally recognized, evidence-based guidelines for CPR and incorporates psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The charter school may use community members such as emergency medical

technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.

- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

VI. COLLEGE AND CAREER PLANNING

- A. The charter school shall assist all students by no later than grade 9 to explore their educational, college and career interests, aptitudes, and aspirations, and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
 2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
 3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
 4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
 5. help students access education and career options;
 6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
 7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
 8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
 9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the charter school to ensure that the student's course-taking schedule keeps the student on track for graduation, making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.

- B. The charter school may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
- C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. Charter schools must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college-ready.
- D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, charter schools must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
- E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
- F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while the student is enrolled.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.101 (Curriculum)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.20 (Parental Curriculum Review)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)
Minn. Stat. § 124D.58 – 65 (Education for English Learners Act)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 605 (Alternative Programs)

ST. CROIX PREPARATORY ACADEMY

Adopted: 02/17/2026

Revised: 02/17/2026

MSBA/MASA Model Policy 605 Charter
Orig. 1999 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2026

605 ALTERNATIVE EDUCATIONAL SERVICES

I. PURPOSE

The purpose of this policy is to recognize the need for alternative educational services for some charter school students.

II. GENERAL STATEMENT OF POLICY

The charter school board recognizes the importance of alternative educational services for some students. Circumstances may be such that some students are put at risk of not being able to continue or to complete their education programs. It is the policy of the charter school that options shall be made available for some students to select educational alternatives that will enhance their opportunity to complete their education programs, recognizing that some students may become successful learners if given an opportunity to learn in a different environment and through a different learning style.

III. RESPONSIBILITY

- A. Any student who is 17 years old who seeks to withdraw from school, and the student's parent or guardian, must attend a meeting with school personnel to discuss the educational opportunities available to the student, including alternative educational opportunities and sign a written election to withdraw from school.
- B. It shall be the responsibility of the executive director to identify alternative educational opportunities to be made available to students who may be at risk, to recommend such alternative programs to the school board for approval, and to familiarize students and parents with the availability of such alternative educational services. The executive director shall, through cooperative efforts with other schools, agencies, and organizations, periodically recommend additional or modified alternative educational services to the school board.
- C. The executive director shall have discretionary authority to develop guidelines and directives to implement school board policy relating to alternative programs.

Legal References: Minn. Stat. § 120A.22, Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.41, Subd. 11 (Definitions – Alternative Educational Services)
Minn. Stat. § 121A.45, Subd. 1 (Grounds for Dismissal)
Minn. Stat. § 123A.06 (State-Approved Alternative Programs and Services)
Minn. Stat. § 124D.66 (Assurance of Mastery Programs)
Minn. Stat. § 124D.68 (Graduation Incentives Programs)
Minn. Stat. § 124D.74 (American Indian Language and Cultural Educational Programs)
Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)

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*MSBA/MASA Model Policy 606 Charter
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Rev. 2026*

606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction for the selection of textbooks and instructional materials.

II. GENERAL STATEMENT OF POLICY

The charter school board recognizes that selection of textbooks and instructional materials is a vital component of the charter school's curriculum. The school board also recognizes that it has the authority to make final decisions on the selection of all textbooks and instructional materials.

III. RESPONSIBILITY OF SELECTION

- A. While the charter school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the executive director the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.
- B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials that:
 1. support the goals and objectives of the education programs;
 2. consider the needs, age, and maturity of students;
 3. foster respect and appreciation for cultural diversity and varied opinion;
 4. fit within the constraints of the charter school budget;
 5. are in the English language. Another language may be used, pursuant to Minnesota Statutes, section 124D.61;
 6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and
 7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The executive director shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide an opportunity for input and consideration of the views of students, parents, and other interested members of the charter school community. This

procedure shall be coordinated with the charter school's curriculum development effort and may utilize advisory committees.

- D. All instructional materials, including teachers' manuals, films, tapes, or other supplementary material that will be used in connection with any survey, analysis, or evaluation as part of any applicable program shall be available for inspection by the parents or guardians of the students.

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

- A. The executive director shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.
- B. The executive director shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

- A. The school board recognizes differences of opinion on the part of some members of the charter school community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.
- B. The executive director shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.
- C. The executive director shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Knowledge and Skills)
Minn. Stat. § 120B.235 (American Heritage Education)
Minn. Stat. § 124D.59-124D.61 (Education for English Learners Act)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Stat. § 124E.07 (Board of Directors)
Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
20 U.S.C. 1232h(a) (Protection of Pupil Rights)
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988)
Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)



Questions

Responses

Settings

Section 1 of 3

Parent/Guardian Review of Instructional Materials



Form description

Email *

Valid email

This form is collecting emails. [Change settings](#)

After section 1 Continue to next section



Section 2 of 3

Contact Information



Description (optional)

Parent/Guardian Name *

Short answer text

Student Name *

Short answer text



ST. CROIX PREPARATORY ACADEMY

Adopted: 02/17/2026

Revised: 02/17/2026

*MSBA/MASA Model Policy 608 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2026*

608 INSTRUCTIONAL SERVICES – SPECIAL EDUCATION

I. PURPOSE

The purpose of this policy is to set forth the position of the charter school board on the need to provide special educational services to some students in the charter school.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that some students need special education and further recognizes the importance of providing a free, appropriate public education and delivery system for students in need of special education.

III. CHILDREN BIRTH THROUGH AGE SIX EXPERIENCING DEVELOPMENTAL DELAYS

- A. "Child with a disability" means a child identified under federal and state special education law as deaf or hard-of-hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children from birth through age two and by the rules of the Commissioner of the Minnesota Department of Education for all other children. A licensed physician, an advanced practice registered nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability.
- B. In addition to Paragraph A, every child under age three and, at charter school discretion, every child from age three through age six, who needs special instruction and services, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children under age three and by the rules of the Commissioner of the Minnesota Department of Education for children ages three through six, because the child has a substantial delay or has a diagnosed physical or mental condition or disorder with a high probability of resulting in developmental delay is a child with a disability.
- C. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children from birth through age two and by the rules of the Commissioner of the Minnesota Department of Education for all other children, is not a child with a disability.

IV. RESPONSIBILITIES

- A. The school board accepts its responsibility to identify, evaluate, and provide special education and related services for disabled children who are properly the responsibility of the charter school and who meet the criteria to qualify for special education and related services as set forth in Minnesota and federal law.
- B. The charter school shall ensure that all qualified children with a disability are provided special education and related services that are appropriate to their educational needs.

- C. When such services require or result from interagency cooperation, the charter school shall participate in such interagency activities in compliance with applicable federal and state law.
- D. The school may conduct an assessment for developmental adapted physical education, as defined in Minnesota Rules, part 3525.1352, as a stand-alone evaluation without conducting a comprehensive evaluation of the student in accordance with prior written notice provisions in Minnesota Statutes, section 125A.091, subdivision 3a. A parent or guardian may request that the school conduct a comprehensive evaluation of the parent's or guardian's student.

Legal References: Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124E.03 (Applicable Law)
Minn. Stat. § 124E.10 (Charter Contract)
Minn. Stat. § 124E.21 (Special Education Aid)
Minn. Stat. Ch. 125A (Special Education and Special Services)
Minn. Rules 3525.0210, Subp. 15 (Definitions)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

ST. CROIX PREPARATORY ACADEMY

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Revised: 10/15/2024

*MSBA/MASA Model Policy 609 Charter
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Orig. 2022 (as Charter Policy)
Rev. 2024*

609 RELIGION AND RELIGIOUS AND CULTURAL OBSERVANCES

I. PURPOSE

The purpose of this policy is to identify the status of religion as it pertains to the programs of the charter school.

II. GENERAL STATEMENT OF POLICY

- A. The charter school shall neither promote nor disparage any religious belief or nonbelief. Instead, the charter school encourages all students and employees to appreciate and tolerate one another’s views.
- B. The charter school also recognizes that religion has had and is having a significant role in the social, cultural, political, and historical development of civilization.
- C. The charter school recognizes that one of its educational objectives is to increase its students’ knowledge and appreciation of music, art, drama, and literature which may have had a religious basis or origin as well as a secular importance.
- D. The charter school supports the inclusion of religious music, art, drama, and literature in the curriculum and in school activities provided it is intrinsic to the learning experience and is presented in an objective manner without sectarian indoctrination.
- E. The historical and contemporary values and the origin of various religions, holidays, customs, and beliefs may be explained in an unbiased and nonsectarian manner.

III. RESPONSIBILITY

- A. The Executive Director shall be responsible for ensuring that the study of religious materials, customs, beliefs, and holidays in the charter school is in keeping with the following guidelines:
 - 1. The proposed activity must have a secular purpose.
 - 2. The primary objective of the activity must be one that neither advances nor inhibits religion.
 - 3. The activity must not foster excessive governmental relationships with religion.
 - 4. Notwithstanding the foregoing guidelines, reasonable efforts must be made to accommodate any student who wishes to be excused from a curricular activity for a religious observance or American Indian cultural practice, observance, or ceremony. The charter school must provide annual notice to parents of this policy.
- B. The executive director is granted authority to develop and present for school board review and approval directives and guidelines for the purpose of providing further guidance relative to the teaching of materials related to religion. Approved directives and guidelines shall be attached as an addendum to this policy.

Legal References: U. S. Const., amend. I
Minn. Stat. § 120A.22, Subd. 12(a) (Compulsory Instruction)

Minn. Stat. § 120A.35 (Absence from School for Religious and Cultural Observances)
Minn. Stat. § 121A.10 (Moment of Silence)
Minn. Stat. § 124E.03 (Applicable Law)
Good News Club v. Milford Central School, 533 U.S. 98(2001)
Santa Fe Indep. Sch. Dist. v. Doe, 530 U.S. 290 (2000)
Tangipahoa Parish Bd. of Educ. v. Freiler, 530 U.S. 1251 (2000)
Lemon v. Kurtzman, 403 U.S.602 (1971)
Child Evangelism Fellowship v. Minneapolis Special Sch. Dist. No. 1, 690 F.3d 996 (8th Cir. 2012)
Wigg v. Sioux Falls Sch. Dist., 382 F.3d 807 (8th Cir. 2004)
Doe v. School Dist. of City of Norfolk, 340 F.3d 605 (8th Cir. 2003)
Stark v. Independent Sch. Dist. No. 640, 123 F.3d 1068 (8th Cir. 1997)
Florey v. Sioux Falls Sch. Dist. 49-5, 619 F.2d 1311 (8th Cir. 1980)
Roark v. South Iron R-1 Sch. Dist., 573 F.3d 556 (8th Cir. 2009)
Child Evangelism Fellowship v. Elk River Area Sch. Dist. No. 728, 599 F.Supp.2d 1136 (D. Minn. 2009)
LeVake v. Independent Sch. Dist. No. 656, 625 N.W.2d 502 (Minn. App. 2001)
Minn. Op. Atty. Gen. 169-J (Feb. 14, 1968)
Minn. Op. Atty. Gen. 169-K (Oct. 21, 1949)
Minn. Op. Atty. Gen. 63 (1940)
Minn. Op. Atty. Gen. 120 (1924)
Minn. Op. Atty. Gen. 121 (1924)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)

ST. CROIX PREPARATORY ACADEMY

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Rev. 2026

610 FIELD TRIPS

I. PURPOSE

The purpose of this policy is to provide guidelines for student trips and to identify the general process to be followed for review and approval of trip requests.

II. GENERAL STATEMENT OF POLICY

The general expectation of the charter school board is that all student trips will be well planned, conducted in an orderly manner and a safe environment, and will relate directly to the objectives of the class or activity for which the trip is requested. Student trips will be categorized within three general areas:

A. Instructional Trips

Trips that take place during the school day, relate directly to a course of study, and require student participation shall fall in this category. These trips shall be subject to review and approval of the building principal and shall be financed by charter school funds within the constraints of the school building budget. Fees may not be assessed against students to defray direct costs of instructional trips.

B. Supplementary Trips

This category pertains to those trips in which students voluntarily participate and which usually take place outside the regular school day. Examples of trips in this category involve student activities, clubs, and other special interest groups. These trips are subject to review and approval of the activities director and/or the building principal. Financial contributions by students may be requested.

C. Extended Trips

1. Trips that involve one or more overnight stops fall into this category. Extended trips may be instructional or supplementary and must be requested well in advance of the planned activity. An extended trip request form must be completed and approved at each level: student, principal, executive director, and school board. Exceptions to the approval policy may be granted or expedited to accommodate emergencies or contingencies (e.g., tournament competition).

2. The charter school board acknowledges and supports the efforts of booster clubs and similar organizations in providing extended trip opportunities for students.

III. REGULATIONS

A. Rules of conduct and discipline for students and employees shall apply to all student trip activities.

B. The charter school administration shall be responsible for providing more detailed procedures, including parental involvement, supervision, and such other factors deemed important and in the best interest of students.

- C. Transportation shall be furnished through a commercial carrier or charter school-owned vehicle.
- D. An employee may use a personal vehicle to transport staff or personal property for purposes of a field trip upon prior, written approval from administration.
- E. An employee must not use a personal vehicle to transport one or more students for purposes of a field trip.
 - 1. If immediate transportation of a student is required due to an emergency or unforeseen circumstance, such as the illness or injury of a child, and the transportation does not constitute regular or scheduled transportation, a personal vehicle may be used. To the extent a personal vehicle is used, the vehicle must be properly registered and insured.
 - 2. An employee must obtain preapproval by administration of student transportation by a personal vehicle, pursuant to Section III.E.1, if practicable. If preapproval by administration of use of a personal vehicle cannot be obtained in a reasonable time, given the circumstances, an employee shall report the relevant facts and circumstances justifying the need for use of a personal vehicle to administration as soon as practicable. The relevant facts and circumstances for the use of a personal vehicle shall be documented by administration.

IV. SCHOOL BOARD REVIEW

The executive director shall at least annually report to the charter school board upon the utilization of trips under this policy.

Legal References: Minn. Stat. § 123B.36 (Authorized Fees)
 Minn. Stat. § 123B.37 (Prohibited Fees)
 Minn. Stat. § 123B.49 (Co-curricular and Extracurricular Activities; Insurance)
 Minn. Stat. § 169.011, Subd. 71(a) (Definition of a School Bus)
 Minn. Stat. § 169.454, Subd. 13 (Type III Vehicle Standards – Exemption)
Sonkowsky v. Board of Educ. for Indep. Sch. Dist. No. 721, 327 F.3d 675 (8th Cir. 2003)
Lee v. Pine Bluff Sch. Dist., 472 F.3d 1026 (8th Cir. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
 MSBA/MASA Model Policy 423 (Employee – Student Relationships)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 707 (Transportation of Public School Students)
 MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
 MSBA/MASA Model Policy 710 (Extracurricular Transportation)

ST. CROIX PREPARATORY ACADEMY

Adopted: 02/17/2026

MSBA/MASA Model Policy 613 Charter
Orig. 2022 (as Charter Policy)
Rev. 2026

Revised: _____

613 GRADUATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the charter school.

II. GENERAL STATEMENT OF POLICY

The policy of the charter school is that all students must demonstrate, as determined by the charter school, their satisfactory completion of the credit requirements and their understanding of academic standards. The charter school must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

- A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the charter school.
- B. "English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.
- C. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.
- D. "Required standard" means a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, health, and the arts. Locally developed academic standards in health apply until statewide rules implementing statewide health standards under Minnesota Statutes, section 120B.021, subdivision 3, are required to be implemented in the classroom.
- E. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

IV. CHARTER SCHOOL ASSESSMENT COORDINATOR

Principals shall be named the Charter School Assessment Coordinators. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. ASSESSMENT GRADUATION REQUIREMENTS

A. Graduation Requirements

Students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

- 1. Achievement and career and college readiness in mathematics, reading, and writing, to the extent available, to monitor students' continuous development

of and growth in requisite knowledge and skills; analyze students' progress and performance levels, identifying students' academic strengths and diagnosing areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and, based on analysis of students' progress and performance data, determine students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student.

2. Consistent with this paragraph and Minnesota Statutes, section 120B.125 (see *Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
3. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

B. Targeted Instruction Plan

1. A student must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.
2. Consistent with Minnesota Statutes, sections 120B.13, 124D.09, 124D.091, 124F.08, and related sections, an enrolling school or district must actively encourage a student in grade 11 or 12 who is identified as academically ready for a career or college to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment under this subdivision to graduate from high school.
3. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

- C. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

Students must successfully complete, as determined by the charter school, the following high school level credits for graduation:

A. Credit Requirements

1. Four (4) credits of language arts sufficient to satisfy all academic standards in English language arts;
2. Three (3) credits of mathematics, sufficient to satisfy all of the academic standards in mathematics;
3. Three (3) credits of science, including one (1) credit to satisfy all the earth and space science standards for grades 9 through 12, one (1) credit to satisfy all the life science standards for grades 9 through 12, and one (1) credit to satisfy all the chemistry or physics standards for grades 9 through 12;

4. Three and one-half (3.5) credits of social studies, encompassing at least United States history, geography, government and citizenship, in either grade 11 or 12 for students beginning in grade 9 in the 2025-2026 school year and later or an advanced placement, international baccalaureate, or other rigorous course on government and citizenship under Minnesota Statutes, section 120B.21, subdivision 1a, and a combination of other credits encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;
5. One (1) credit in the arts sufficient to satisfy all of the state or local academic standards in the arts;
6. Credit sufficient to satisfy the state standards in physical education and health; and
7. A minimum of seven (7) elective credits.
8. Students who begin grade 9 in the 2024-2025 school year and later must successfully complete a course for credit in personal finance in grade 10, 11, or 12. A teacher of a personal finance course that satisfies the graduation requirement must have a field license or out-of-field permission in agricultural education, business, family and consumer science, social studies, or math.

B. Credit equivalencies

1. A one-half (.5) credit of economics taught in a school's agricultural, food, and natural resources education or business education program or department may fulfill a one-half (.5) credit in social studies under Paragraph A.4., above, if the credit is sufficient to satisfy all of the academic standards in economics.
2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph A.3., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the charter school. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph A.3, above, if the credit meets the state chemistry or physics academic standards as approved by the charter school. A student must satisfy either all of the chemistry academic standards or all of the physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph A.3, above.
3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph A.2. or Paragraph A.5, above.
4. A computer science credit may fulfill a mathematics credit requirement under Paragraph A.2, above, if the credit meets state academic standards in mathematics.
5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph A.2. or Paragraph A.3, above, if the credit meets the state academic standards in mathematics or science.
6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

VII. GRADUATION STANDARDS REQUIREMENTS

- A. All students must demonstrate their understanding of the following academic standards:
 - 1. Charter School Standards, Health (K-12);
 - 2. Charter School Standards, Career and Technical Education (K-12); and
 - 3. Charter School Standards, World Languages (K-12).
- B. Academic standards in health, world languages, and career and technical education will be reviewed on an annual basis.* A charter school must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.

* Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual charter school needs.
- C. All students must satisfactorily complete the following required Academic Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):
 - 1. Minnesota Academic Standards, English Language Arts K-12;
 - 2. Minnesota Academic Standards, Mathematics K-12;
 - 3. Minnesota Academic Standards, Science K-12;
 - 4. Minnesota Academic Standards, Social Studies K-12; and
 - 5. Minnesota Academic Standards, Physical Education K-12.
- D. State standards in the Arts K-12 are available, or charter schools may choose to develop their own standards.
- E. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes, section 120B.07, upon meeting the following conditions:

- A. All course or standards and credit requirements must be met;
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- C. The principal's decision shall be in writing and may be subject to review by the executive director and school board.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements)

for Minnesota’s Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.13 (Advanced Placement and International Baccalaureate Programs)
Minn. Stat. § 120B.30 (General Requirements; Statewide Assessments)
Minn. Stat. § 120B.303 (Assessment Graduation Requirements)
Minn. Stat. § 120B.307 (College and Career Readiness)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 124D.091 (Concurrent Enrollment Program Aid)
Minn. Stat. § 124F.08 (Education and Employment Transitions Partnerships)
Minn. Stat. § 124E.03 (Applicable Law)
Minn. Rules Part 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
Minn. Rules Parts 3501.0700-3501.0750 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (Charter School Mission Statement)
MSBA/MASA Model Policy 601 (Charter School Curriculum and Instruction Goals)
MSBA/MASA Model Policy 614 (Charter School Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (Charter School System Accountability)

Resources: Minnesota House of Representatives: [Minnesota’s Graduation Requirements](#) (November 2025) (accessed 01/29/26)

ST. CROIX PREPARATORY ACADEMY

Adopted: 02/17/2026

Revised: 02/17/2026

MSBA/MASA Model Policy 614 Charter
Orig. 1997 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2026

614 CHARTER SCHOOL TESTING PLAN AND PROCEDURE

I. PURPOSE

The purpose of this policy is to set forth the charter school’s testing plan and procedure.

II. GENERAL STATEMENT OF POLICY

The policy of the charter school is to implement procedures for testing, test security, documentation, and record keeping.

III. DUTIES OF CHARTER SCHOOL PERSONNEL REGARDING TEST ADMINISTRATION

A. Executive Director

1. Responsibilities before testing.
 - a. Designate a charter school assessment coordinator and technology coordinator.
 - b. The executive director, or a designee who has been authorized to be the identified official with authority by the charter school board, pre-authorizes staff access for applicable Minnesota Department of Education (MDE) secure systems.
 - c. Annually review and recertify staff who have access to MDE secure systems.
 - d. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - e. Establish a culture of academic integrity.
 - f. Fully cooperate with MDE representatives conducting site visits or Minnesota Test of Academic Skills (MTAS) audits during testing.
 - g. Ensure student information is current and accurate.
 - h. Ensure that a current charter school test security procedure is in place and that all relevant staff have been provided school training on test administration and test security.
 - i. Ensure that a current process is included for tracking which students tested with which test monitors and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).
 - j. Confirm the charter school assessment coordinator has current information and training specific to test security and the administration of statewide assessments.
 - k. Confirm the charter school assessment coordinator completes Pre-test Editing in the Test Web Edit System (WES).

- I. Post on the charter school website the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form.
2. Responsibilities after testing.
 - a. Confirm that the charter school assessment coordinator and the Minnesota Automated Reporting Student System (MARSS) coordinator complete Post-test Editing in Test WES.
 - b. Verify with the charter school assessment coordinator that all test security issues have been reported to MDE and are being addressed.
 - c. Confirm the MARSS coordinator has updated all student records for Post-test Editing.
 - d. Confirm the charter school assessment coordinator has finalized the charter school's assessment information prior to the close of Post-test Editing in Test WES.
 - e. Confirm the charter school assessment coordinator, or designee, has access to the Graduation Requirements Records (GRR) system and enters necessary information.
 - f. Discuss assessment results with the charter school assessment coordinator and school administrators.

B. Charter School Assessment Coordinator

1. Responsibilities before testing.
 - a. Serve as primary contact with MDE regarding policy and procedure questions related to test administration.
 - b. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - c. Confirm all staff who handle test materials, administer tests, or have access to secure test content have completed the *Assurance of Test Security and Non-Disclosure*.
 - (1) Maintain the completed *Assurance of Test Security and Non-Disclosure* for two years after the end of the academic school year in which testing took place.
 - d. Review with all staff the *Assurance of Test Security and Non-Disclosure* and their responsibilities thereunder.
 - e. Identify appropriate tests for students and ensure that student data sent to service providers for testing is correct.
 - f. Establish charter school testing schedule within the testing windows specified by the MDE and service providers.
 - g. Prepare testing conditions, including user access to service provider websites, preparing readiness for online testing, preparing a plan for tracking which students test on which computers or devices, ensure accommodations are indicated as necessary, providing students with opportunity to become familiar with test format, item types, and tools prior to test administration; establishing process for inventorying and distributing secure test materials when necessary; preparing procedures for expected and unexpected situations occurring during

testing; planning for addressing technical issues while testing; identify staff who will enter student responses from paper accommodated test materials and scores from MTAS administration online.

- h. Train school assessment coordinators, test monitors, MTAS test administrators, and ACCESS (test for English language learners) and Alternate ACCESS test administrators.
 - (1) Provide training on proper test administration and test security (Pearson's Training Management System).
 - (2) Verify staff complete any and all test-specific training.
 - i. Maintain the security of test content, test materials, and the record of all staff involved.
 - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact the service provider with any discrepancies.
 - (2) Organize secure test materials for online administrations and keep them secure.
 - (3) Define a chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
 - j. Confirm that all students have appropriate test materials.
2. Responsibilities on testing day(s).
- a. Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and policies and procedures.
 - b. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
 - c. Contact the MDE assessment contact within 24 hours of a security breach and submit the *Test Security Notification* in Test WES within 48 hours.
 - d. Address invalidations and test or accountability codes.
3. Responsibilities after testing.
- a. Ensure that student responses from the paper accommodated test materials and MTAS scores are entered.
 - b. Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
 - c. Return secure test materials as outlined in applicable manuals and resources.

- d. Collect security documents and maintain them for two years from the end of the academic school year in which testing took place.
- e. Review student assessment data and resolve any issues.
- f. Distribute Individual Student Reports no later than fall parent/teacher conferences.
- g. Enter Graduation Requirements Records in the GRR system.

C. School Principal

- 1. Responsibilities before testing.
 - a. Designate a school assessment coordinator and technology coordinator for the charter school.
 - b. Be knowledgeable about proper test administration and test security as outlined in manuals and directions.
 - c. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - d. Communicate the importance of test security and the expectation that staff will keep test content secure and act with honesty and integrity during test administration.
 - e. Provide adequate secure storage space for secure test materials before, during, and after testing until they are returned to the service provider or securely disposed of.
 - f. Ensure adequate computers and/or devices are available, and rooms are appropriately set up for online testing.
 - g. Verify that all test monitors and test administrators receive proper training for test administration.
 - h. Ensure students taking specified tests have the opportunity to become familiar with the test format, item types, and tools prior to test administration.
 - i. Include the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form in the student handbook.
- 2. Responsibilities on testing day(s).
 - a. Ensure that test administration policies and procedures and test security requirements in all manuals and directions are followed.
 - b. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- 3. Responsibilities after testing.
 - a. Ensure all secure test materials are collected, returned, and/or disposed of securely as required in any manual.
 - b. Ensure requirements for embargoed final assessment results are followed.

D. School Assessment Coordinator

1. Responsibilities before testing.
 - a. Implement test administration and test security policies and procedures.
 - b. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - c. Ensure all staff who handle test materials, administer tests, or have access to secure test content read and complete the *Assurance of Test Security and Non-Disclosure*.
 - d. Identify appropriate tests for students and ensure that student data sent to service providers for testing are correct.
 - e. Prepare testing conditions, including the following: schedule rooms and computer labs; arrange for test monitors and administrators; arrange for additional staff to assist with unexpected situations; arrange for technology staff to assist with technical issues; develop a plan for tracking which students test on which computers or devices; plan seating arrangements for students; ensure preparations are completed for Optional Local Purpose Assessment (OLPA), Minnesota Comprehensive Assessment (MCA), and ACCESS online testing; ensure accommodations are properly reported; confirm how secure paper test materials will arrive and quantities to expect; address accommodations and specific test administration procedures; determine staff who will enter the student responses from paper accommodated test materials and scores from MTAS administrations online.
 - f. Train staff, including all state-provided training materials, policies and procedures, and test-specific training.
 - g. Maintain the security of test content and test materials.
 - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact the service provider with any discrepancies.
 - (2) Organize secure test materials for online administrations and keep them secure.
 - (3) Follow the chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
 - (4) Identify the need for additional test materials to the charter school's assessment coordinator.
 - (5) Provide MTAS student data collection forms if necessary.
 - (6) Distribute applicable ACCESS and Alternate ACCESS *Test Administrator Scripts* and *Test Administration Manuals* to test administrators so they can become familiar with the script and prepare for test administration.

- (7) Confirm that all students taking ACCESS and Alternate ACCESS have appropriate test materials, and preprinted student information on the label is accurate.

2. Responsibilities on testing day(s).

- a. Distribute materials to test monitors and ACCESS test administrators and ensure security of test materials between testing sessions and that charter school procedures are followed.
- b. Ensure *Test Monitor and Student Directions* and *Test Administrator Scripts* are followed, and answer questions regarding the same.
- c. Fully cooperate with MDE representatives conducting site visits or MTAS audits, as applicable.
- d. Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and test administration policies and procedures.
- e. Report testing irregularities to the charter school's assessment coordinator using the *Test Administration Report*.
- f. Report security breaches to the charter school's assessment coordinator as soon as possible.

3. Responsibilities after testing.

- a. Ensure that all paper test materials are kept locked and secure, and security checklists are completed.
- b. Ensure that student responses from the paper accommodated test materials and MTAS scores are entered.
- c. Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
- d. Return secure test materials as outlined in applicable manuals and resources.
- e. Prepare materials for pickup by the designated carrier on the designated date(s). Maintain security of all materials.
- f. Ensure requirements for embargoed final assessment results are followed.

E. Technology Coordinator

1. Ensure the charter school is prepared for online test administration and provide technical support to staff.
2. Acquire all necessary user identifications and passwords.
3. Read and complete the *Assurance of Test Security and Non-Disclosure*.
4. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
5. Attend charter school training and any service provider technology training.
6. Review, use, and be familiar with all service provider technical documentation.

7. Prepare computers and devices for online testing.
8. Confirm site readiness.
9. Provide all necessary accessories for testing, technical support/troubleshooting during test administration, and contact service provider help desks as needed.

F. Test Monitor

1. Responsibilities before testing.
 - a. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - b. Attend training related to test administration and security.
 - c. Complete the required training course(s) for administering tests .
 - d. Be knowledgeable about how to contact the charter school assessment coordinator during testing, where to pick up materials on the day of the test, and plan for securing test materials between test sessions.
 - e. Be knowledgeable regarding student accommodations.
 - f. Remove or cover any instructional posters or visual materials in the testing room.
2. Responsibilities on testing day(s).
 - a. Before the test.
 - (1) Receive and maintain security of test materials.
 - (2) Verify that all test materials are received.
 - (3) Ensure a proper number of computers/devices or paper accommodated test materials are present.
 - (4) Verify student testing tickets and appropriate allowable materials.
 - (5) Assign numbered test books to individual students.
 - (6) Complete information as directed.
 - (7) Record extra test materials.
 - b. During the test.
 - (1) Verify that students are logged in and taking the correct test or using the correct grade-level and tier test booklet for students with paper accommodated test materials.
 - (2) Follow all directions and scripts exactly.
 - (3) Follow procedures for restricting student access to cell phones and other electronic devices, including wearable electronic devices.

- (4) Stay in the testing room and remain attentive during the entire test session. Practice active monitoring by circulating throughout the room during testing.
 - (5) Be knowledgeable about responding to emergency or unusual circumstances and technology issues.
 - (6) Do not review, discuss, capture, email, post, or share test content in any format.
 - (7) Ensure all students have been provided the opportunity to independently demonstrate their knowledge.
 - (8) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
 - (9) Document the students who tested with the test monitor and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).
 - (10) Document students who require a scribe or translated directions or any unusual circumstances and report to the charter school assessment coordinator.
 - (11) Report any possible security breaches as soon as possible.
- c. After the test.
- (1) Follow directions and scripts exactly.
 - (2) Collect all materials and keep secure after each session. Upon completion, return to the school assessment coordinator.
 - (3) Immediately report any missing test materials to the school assessment coordinator.

G. MTAS Test Administrator

- 1. Before testing.
 - a. Read and complete the *Assurance of Test Security and Non-Disclosure*.
 - b. Attend training related to test administration and security.
 - c. Complete required training course(s) for tests administering.
 - d. Be knowledgeable as to when and where to pick up MTAS materials and the school's plan for keeping test materials secure.
 - e. Prepare test materials for administration, including objects and manipulatives, special instructions, and specific adaptations for each student.
- 2. Responsibility on testing day(s).
 - a. Before the test.
 - (1) Maintain security of materials.

- (2) Confirm appropriate MTAS materials are available and prepared for students.
- b. During the test.
 - (1) Administer each task to each student and record the score.
 - (2) Be knowledgeable about how to contact the charter school or school assessment coordinator, if necessary, and respond to emergency and unusual circumstances.
 - (3) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
 - (4) Document and report and unusual circumstances to the charter school or school assessment coordinator.
- c. After the test.
 - (1) Keep materials secure.
 - (2) Return all materials.
 - (3) Return objects and manipulatives to the classroom.
 - (4) Enter MTAS scores online or return data collection forms to the charter school or school assessment coordinator.

H. MARSS Coordinator

- 1. Responsibilities before testing.
 - a. Confirm all eligible students have unique state student identification (SSID) or MARSS numbers.
 - b. Ensure English language and special education designations are current and correct for students' testing based on those designations.
 - c. Submit MARSS data on an ongoing basis to ensure accurate student demographic and enrollment information.
- 2. Responsibilities after testing.
 - a. Ensure accurate enrollment of students in school during the accountability windows.
 - b. Ensure MARSS identifying characteristics are correct, especially for any student not taking an accountability test.
 - c. Work with the charter school assessment coordinator to edit discrepancies during the Post-test Edit window in Test WES.

I. Any Person with Access to Test Materials

Read and complete the *Assurance of Test Security and Non-Disclosure*.

IV. TEST SECURITY

- A. Test Security Procedures will be adopted by the charter school administration.

- B. Students will be informed of the following:
1. The importance of test security;
 2. Expectation that students will keep test content secure;
 3. Expectation that students will act with honesty and integrity during test administration;
 4. Expectation that students will not access cell phones, wearable technology (e.g., smart watches, fitness trackers), or other devices that can electronically send or receive information. The test of a student who wears a device during testing must be invalidated.

If a student completes testing and then accesses a cell phone or other prohibited device (including wearable technology), the charter school must take further action to determine if the test should be invalidated, rather than automatically invalidating the test.
 5. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.
- C. Staff will be informed of the following:
1. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.
 2. Other contact information and options for reporting security concerns.

V. REQUIRED DOCUMENTATION FOR PROGRAM AUDIT

- A. The charter school shall maintain records necessary for MDE program audits. The records must include documentation consisting of the following:
1. Signed *Assurance of Test Security and Non-Disclosure* forms must be maintained for two years after the end of the academic year in which the testing took place.
 2. Charter school security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
 3. School security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
 4. Test Monitor Test Materials Security Checklist provided for each group of students assigned to a test monitor must be maintained for two years after the end of the academic school year in which testing took place.
 5. Charter school test monitor tracking documentation must be maintained for two years after the end of the academic year in which the tracking took place.
 6. ACCESS and Alternate ACCESS Packing List and Security Checklist provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.

7. Documentation of charter school staff training on test administration and test security must be maintained for two years after the end of the academic school year in which testing took place.
8. *Test Security Notification* must be maintained for two years after the end of the academic school year in which testing took place.
9. *Test Administration Report* must be maintained for one year after the end of the academic school year in which testing took place.
10. Record of staff training and test-specific training must be maintained for one year after the end of the academic year in which testing took place.

VI. RETALIATION PROHIBITED

An employee who discloses information to the MDE Commissioner or a parent or guardian about service disruptions or technical interruptions related to administering assessments under Minnesota Statutes, section 120B.30 is protected under section 181.932, governing disclosure of information by employees.

[NOTE: The 2024 Minnesota legislature enacted this provision.]

Legal References: Minn. Stat. § 13.34 (Examination Data)
 Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum Instruction, and Student Achievement Goals; Striving Comprehensive Achievement and Civic Readiness)
 Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
 Minn. Stat. § 120B.36, Subd. 2 (School Accountability)
 Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)
 Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
 Minn. Rules Parts 3501.082 (Academic Standards for the Arts)
 Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
 Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
 Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 601 (Charter School Curriculum and Instruction Goals)
 MSBA/MASA Model Policy 613 (Graduation Requirements)
 MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
 MSBA/MASA Model Policy 616 (Charter School System Accountability)
 Minnesota PearsonAccess Next Resources and Forms:
<http://minnesota.pearsonaccessnext.com/policies-and-procedures/>

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

MSBA/MASA Model Policy 615 Charter
Orig. 1997 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2026

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPS, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having an individualized education program (IEP), Rehabilitation Act of 1973, Section 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

- A. The federal Every Student Succeeds Act (ESSA) and Minnesota statutes require that public school students be assessed annually in reading, mathematics, and science. The Minnesota Comprehensive Assessment (MCA), the Minnesota Test of Academic Skills (MTAS), and the Alternate Minnesota Comprehensive Assessment (Alt MCA) are the standards-based accountability assessments used to meet this requirement.

The MCA and MTAS/Alt MCA are criterion-referenced assessments, which means they measure a snapshot of student learning of a fixed set of criteria: the Minnesota Academic Standards. The Minnesota K–12 Academic Standards are revised every ten (10) years, according to a schedule determined by the state legislature. When standards are updated, the statewide assessments are also updated with a new series to align with the new standards. The new assessments are administered when the new academic standards are fully implemented.

- B. The Minnesota Test of Academic Skills (MTAS) and the Alternate Minnesota Comprehensive Assessment (Alt MCA)

1. The Minnesota Test of Academic Skills (MTAS) and Alternate Minnesota Comprehensive Assessment (Alt MCA) are the standards-based accountability assessments designed for, and limited to, students with the most significant cognitive disabilities. They are designed to measure student progress toward Minnesota's academic standards and meet the requirements of the Elementary and Secondary Education Act (ESEA). Students who receive special education services and meet the [eligibility criteria](#) may take the MTAS/Alt MCA.
2. In compliance with the transition to new Minnesota academic standards, the Minnesota Department of Education (MDE) is developing alternative assessments, the Alt MCA, to replace the MTAS, according to the following schedule:
 - a. Science Alternate MCA (2024-25 school year);
 - b. Reading Alternate MCA (2025-26 school year); and
 - c. Mathematics Alternate MCA (2027-28 school year).

3. The charter school will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.
4. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.

III. DEFINITIONS

A. Most Significant Cognitive Disability

This term describes students whose cognitive impairments may prevent them from attaining grade-level achievement standards, even with the very best instruction. IEP teams may use the following characteristics to identify if a student has a most significant cognitive disability:

1. The student's cognitive functioning is significantly below age expectations. The IEP team can determine that a student may be significantly below the average cognitive functioning of typically developing peers by
 - a. a standardized norm-referenced measure of cognitive functioning, or
 - b. when formal cognitive assessments are inappropriate, invalid or documented in other ways, other data-based measures may be used to document functioning significantly below age expectations as referenced in the Individuals with Disabilities Education Act (IDEA).
2. The student's disability has a significant impact on their ability to function in multiple environments, including home, school and community.
3. The student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain and generalize academic and life skills to actively participate in school, work, home and community environments.

B.

Eligibility Requirements The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:

- (1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;
- (2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;
- (3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on his or her ability to function in multiple environments, including home, school, and community;
- (4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive support in multiple

settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;

- (5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

C. MTAS participation decisions must not be made on the following factors:

- (1) Student's disability category;
- (2) Placement;
- (3) Participation in a separate, specialized curriculum;
- (4) An expectation that the student will receive a low score on the MCA;
- (5) Language, social, cultural, or economic differences;
- (6) Concern for accountability calculations.

IV. ALTERNATIVE ASSESSMENT

A. Initial Steps

1. The charter school will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.
2. The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided.
3. The IEP team must first consider the student's ability to participate in the MCA, with or without accommodations. The IEP team must document, in the IEP, the reasons why the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

If the IEP team establishes that the MCA is not an appropriate measure of the student's knowledge and skills on grade-level content standards, even when the student is provided allowable and appropriate accommodations, the IEP team may consider the administration of an alternate assessment.

4. Participation decisions will be made separately for mathematics, reading, and science. Participation decisions must be made annually and documented in a student's IEP.

B. Alternate Assessment Eligibility Requirements

1. For a student with a significant cognitive disability to be eligible for an alternative assessment, the IEP team must determine that the following are true:

- a. the student's cognitive functioning is significantly below age expectations.
 - b. the student's disability has a significant impact on their ability to function in multiple environments, including home, school, and community; and
 - c. the student needs explicit and intensive instruction and/or extensive support in multiple settings to acquire, maintain, and generalize academic and life skills to actively participate in school, work, home, and community environments.
2. Alternative assessment participation decisions must not be made on the following factors:
- a. Student's disability category as defined in Minnesota Rules, part 3525.1325-1348;
 - b. Educational environment or instructional setting;
 - c. Participation in a separate, specialized curriculum;
 - d. An expectation that the student will receive a low score on the MCA;
 - e. Language, social, cultural, or economic differences; and
 - f. Concern for participation rate calculations at the district level.

V. ALTERNATE ACCESS FOR ELs

A. ACCESS for ELs

1. All English learners in grades K–12 in public schools are required to participate annually in an English language proficiency assessment. With very few exceptions, all English learners take the ACCESS for ELs.

Minnesota students identified as English learners (ELs) require an additional assessment to determine their progress toward English language proficiency. These students take the WIDA ACCESS assessment annually. English learners who receive special education services and meet alternate assessment participation guidelines may take the WIDA Alternate ACCESS.

The charter school will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing. Some students with significant cognitive disabilities may be eligible to take the Alternate ACCESS for ELLs instead of the ACCESS for ELL.

B. Eligibility Requirements

1. The student is identified as an English learner (EL) and is reported as EL in student enrollment data submitted in the Minnesota Automated Reporting Student System (MARSS).

2. The student must have a most significant cognitive disability.
 3. The student cannot meaningfully participate in the WIDA ACCESS, even with allowable accommodations.
 4. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.
- C. Alternate ACCESS participation decisions must not be made on the following factors:
1. The student's disability category alone;
 2. The student's placement or instructional setting;
 3. The student's language background, or other social, cultural, or economic factors;
 4. An expectation that the student will receive a low score on the WIDA ACCESS; and
 5. A desire to simplify test administration, which may include behavioral concerns or anticipated emotional distress.
- B. Alternate ACCESS for ELs
1. The charter school will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.
 2. Eligibility Requirements
 - a. The student must be identified as EL in MARSS to take an English language proficiency assessment.
 - b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.
 - c. For students in grades where the MTAS is not administered:
 - (1) the student must have cognitive functioning significantly below age level;
 - (2) the student's disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and
 - (3) the student needs explicit and intensive instruction and/or extensive support in multiple settings to acquire, maintain, and generalize academic and life skills to participate actively in school, work, home, and community environments.
 - d. The IEP team must consider the student's ability to access the ACCESS, with or without accommodations.

- e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.
3. Alternate ACCESS participation decisions must not be made on the following factors:
- a. Student's disability category;
 - b. Participation in a separate, specialized curriculum;
 - c. Current level of English language proficiency;
 - d. The expectation that the student will receive a low score on the ACCESS for ELS;
 - e. Language, social, cultural, or economic differences;
 - f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), and the English Language Proficiency Assessment (ACCESS).

VI. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

Processes for grants and documentation are found in the current MDE *Procedures Manual for the Minnesota Assessments* and the "Guidelines for Administration of Accommodations and Linguistic Supports."

VII. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the charter school test administrator. The charter school test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for charter school audit purposes. Testing results will be documented and reported.

Legal References: Minn. Stat. § 120B.11 (Charter School Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
 Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
 Minn. Stat. § 125A.08 (Individualized Education Programs)
 Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)
 Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
 Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
 Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
 Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
 Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS),
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf>

Alternate ACCESS for ELLs Participation Guidelines,
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf>

Cross References:

MSBA/MASA Model Policy 104 (Charter School Mission Statement)
MSBA/MASA Model Policy 601 (Charter School Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (Charter School Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (Charter School Accountability)

ST. CROIX PREPARATORY ACADEMY

Adopted: 02/17/2026

*MSBA/MASA Model Policy 618 Charter
Orig. 2022 (as Charter Policy)*

Revised: 02/17/2026

Rev. 2026

618 ASSESSMENT OF STUDENT ACHIEVEMENT

I. PURPOSE

The purpose of this policy is to institute a process for the establishment and revision of assessments to measure achievement toward meeting the Minnesota Academic Standards, track academic progress over time, and provide Minnesota graduates with information related to career and college readiness.

II. GENERAL STATEMENT OF POLICY

The charter school has established a procedure by which students shall complete Graduation Requirements. This procedure includes the adoption of performance assessment methods to be used in measuring student performance. The charter school strives to continually enhance student achievement of Graduation Requirements.

III. DEFINITIONS

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. "Benchmark" means the specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- C. "Career and college ready," for purposes of statewide accountability, means a high school graduate has the knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or industry-recognized credential and employment. Students who are career and college ready are able to successfully complete credit-bearing coursework at a two- or four-year college or university or other credit-bearing postsecondary program without the need for remediation.
- D. "Cultural competence," "cultural competency," or "culturally competent," for purposes of statewide accountability, means the ability of families and educators to interact effectively with people of different cultures, native languages, and socioeconomic backgrounds.
- E. "Elective standards" means a locally adopted expectation for student learning in career and technical education and world languages.
- F. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.
- G. "Required standard" means a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, health, and the arts. Locally developed academic standards in health apply until statewide rules implementing statewide health standards are required to be implemented in the classroom.

IV. ESTABLISHMENT OF CRITERIA FOR ASSESSMENT

- A. The Executive Director or Director of Teaching and Learning shall establish criteria by

which student performance of local academic standards and elective standards are to be evaluated and approved. The criteria will be submitted to the school board for approval. Upon approval by the school board, the criteria shall be deemed part of this policy.

- B. The executive director shall ensure that students and parents or guardians are provided with notice of the process by which academic standards will be assessed.
- C. Staff members will be expected to utilize staff development opportunities to the extent necessary to ensure effective implementation and continued improvement of the implementation of assessments under the Minnesota Academic Standards.

V. STANDARDS FOR MINNESOTA ACADEMIC STANDARDS PERFORMANCE ASSESSMENTS

A. Benchmarks

The charter school will offer courses in which students must achieve all benchmarks of an academic standard to satisfactorily meet that state standard.

B. Statewide Academic Standards Testing

1. The charter school will utilize statewide assessments developed from and aligned with the state's required academic standards as these tests become available to evaluate student progress toward career and college readiness in the context of the state's academic standards.
2. The charter school will administer annually, in accordance with the process determined by the Minnesota Department of Education (MDE), the state-constructed tests aligned with state standards to all students in grades 3 through 8 and at the high school level as follows:
 - a. computer-adaptive reading and mathematics assessments in grades 3 through 8;
 - b. state-developed high school reading and mathematics tests aligned with state academic standards; a high school writing test aligned with state standards when it becomes available; and
 - c. science assessments. Annual science assessments are required in one (1) grade in the grades 3 through 5 span, the grades 6 through 8 span, and a life science assessment in the grades 9 through 12 span (a passing score on high school science assessments is not a condition of receiving a diploma).
3. The charter school will develop and administer locally constructed tests in social studies, health and physical education, and the arts to determine if a student has met the required academic standards in these areas.
4. The charter school may use a student's performance on a statewide assessment as one of multiple criteria to determine grade promotion or retention. The charter school may use a high school student's performance on a statewide assessment as a percentage of the student's final grade in a course, or place a student's assessment score on the student's transcript.
5. For students in grade 8 in the 2012-2013 school year and later, the charter school must record on the high school transcript a student's progress toward career and college readiness. For other students, this record of progress must be made as soon as practicable. In addition, the charter school may include a notation of high achievement on the high school diplomas of those graduating

seniors who, according to established school board criteria, demonstrate exemplary academic achievement during high school.

6. Students who do not meet or exceed the Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments administered during high school, shall be informed that admission to a public school is free and available to any resident under twenty-one (21) years of age or who meets the requirements of Minnesota Statutes, section 120A.20, subdivision 1, paragraph (c). The charter school will determine how this notice is given.

C. Student Participation

1. The Commissioner of the Minnesota Department of Education ("Commissioner") must create and publish a form for parents and guardians that:
 - a. explains the need for state academic standards;
 - b. identifies the state assessments that are aligned with state standards;
 - c. identifies the consequences, if any, the school or student may face if a student does not participate in state or locally required standardized assessments;
 - d. states that students who receive a college-ready benchmark on the high school Minnesota Comprehensive Assessment are not required to take a remedial, noncredit course at a Minnesota state college or university in the corresponding subject area;
 - e. summarizes the provisions in Minnesota Statutes, section 120B.306, subdivision 1; and
 - f. notifies a parent of the right to not have the parent's child participate in the state and locally required assessments and asks a parent who chooses a child participate in the assessments the basis for the decision.
2. The charter school must post the form created by the Commissioner on the charter school website and include it in the charter school's student handbook.
3. The charter school may provide a student's parent access to the student's individual student performance data and achievement report that is made available under Minnesota Statutes, section 120B.305, paragraph (b), clause (1), when the performance data and report is available to the charter school.

VI. RIGOROUS COURSE OF STUDY WAIVER

- A. Upon receiving a student's application signed by the student's parent or guardian, the charter school must declare that a student meets or exceeds a specific academic standard required for graduation if the school board determines that the student:
 1. is participating in a course of study, including an advanced placement or international baccalaureate course or program; a learning opportunity outside the curriculum of the charter school; or an approved preparatory program for employment or postsecondary education that is equally or more rigorous than the corresponding state or local academic standard required by the charter school;
 2. would be precluded from participating in the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program

if the student were required to achieve the academic standard to be waived;
and

3. satisfactorily completes the requirements for the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program.
- B. The school board also may formally determine other circumstances in which to declare that a student meets or exceeds a specific academic standard required for graduation.
 - C. A student who satisfactorily completes a postsecondary enrollment options course or program or an advanced placement or international baccalaureate course or program is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

VII. CAREER EXPLORATION ASSESSMENT

- A. Student assessments, in alignment with state academic standards, shall include clearly defined career and college readiness benchmarks and satisfy Minnesota's postsecondary admissions requirements. Achievement, and career, and college readiness in mathematics, reading, and writing must also be assessed. When administering formative or summative assessments used to measure the academic progress, including the oral academic development, of English learners and inform their instruction, schools must ensure that the assessments are accessible to the students and that students have the modifications and supports they need to sufficiently understand the assessments.
- B. On an annual basis, the charter school must use the career exploration elements to help students, beginning no later than grade 9, to help students and their families explore and plan for postsecondary education or careers based on the students' interests, aptitudes, and aspirations. The charter school must use timely regional labor market information and partnerships, among other resources, to help students and their families successfully develop, pursue, review, and revise an individualized plan for postsecondary education or a career. This process must help increase students' engagement in and connection to school, improve students' knowledge and skills, and deepen students' understanding of career pathways as a sequence of academic and career courses that lead to an industry-recognized credential, an associate's degree, or a bachelor's degree and are available to all students, whatever their interests and career goals.
- C. Though not a high school graduation requirement, all students, except those eligible for alternative assessments, will be encouraged to participate in a nationally recognized college entrance exam.
- D. A student who demonstrates attainment of required state academic standards, which include career and college readiness benchmarks on high school assessments, which include career and college readiness benchmarks, is academically ready for a career or college and is encouraged to participate in courses awarding college credit to high school students. Such courses and programs may include sequential courses of study within broad career areas and technical skill assessments that extend beyond course grades.

To the extent state funding for college entrance exam fees is available, the charter school must pay the cost, one time, for an interested student in grades 11 or 12 who is eligible for a free or reduced-price meal, to take a nationally recognized college entrance exam before graduating. The charter school may require a student who is not eligible for a free or reduced-priced meal to pay the cost of taking a nationally recognized college entrance exam. The charter school must waive the cost for a student who is unable to pay.

- E. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.
- F. In developing, supporting, and improving students' academic readiness for a career or college, the charter school must have a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without need for postsecondary remediation.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.30 (General Requirements; Statewide Assessments)
Minn. Stat. § 120B.302 (General Requirements; Test Design)
Minn. Stat. § 120B.305 (Assessment Reporting Requirements)
Minn. Stat. § 120B.306 (District Assessment Requirements)
Minn. Stat. § 120B.307 (College and Career Readiness)
Minn. Stat. § 120B.31 (System Accountability and Statistical Adjustments)
Minn. Rules Parts 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
Minn. Rules Parts 3501.0750 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0960 (Academic Science Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1350 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (Charter School Mission Statement)
MSBA/MASA Model Policy 601 (Charter School Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (Charter School Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (Charter School System Accountability)

ST. CROIX PREPARATORY ACADEMY

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*MSBA/MASA Model Policy 619 Charter
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Orig. 2022 (as Charter Policy)
Rev. 2026*

619 STAFF DEVELOPMENT FOR STANDARDS

I. PURPOSE

The purpose of this policy is to establish opportunities for staff development that advance the staff's ability to work effectively with the Graduation Assessment Requirements and with students as they progress to achievement of those Graduation Assessment Requirements and meet the requirements of federal law.

II. GENERAL STATEMENT OF POLICY

The charter school is committed to developing staff policies and processes to continuously improve curriculum, instruction, and assessment, ensuring effective implementation of the Graduation Assessment Requirements and federal law at all levels.

III. STAFF DEVELOPMENT

- A. The Advisory Committee for Comprehensive Continuous Improvement of Student Achievement (Committee) shall address the needs of all staff in prioritizing staff development, which will ensure effective implementation of the Graduation Assessment Requirements and federal law at all levels. The Committee will advise the school board on the planning of staff development opportunities.
- B. The charter school shall place a high priority on staff development, including activities, programs, and other efforts to implement the Graduation Assessment Requirements effectively and to upgrade that implementation continuously.
- C. Staff development plans for the charter school shall address identified needs for Graduation Assessment Requirements implementation throughout all levels of the charter school programs.
- D. In service, staff meeting, and building-level staff development plans and programs shall focus on improving implementation of the Graduation Assessment Requirements at all levels for all students, including those with special needs.

IV. TRAINING AND PROFESSIONAL DEVELOPMENT

A. Paraprofessionals

The charter school will provide initial training to each paraprofessional who assists a licensed teacher in delivering student instruction. Such training will include training in emergency procedures, confidentiality, vulnerability, reporting obligations, discipline, policies, roles and responsibilities, and building orientation. Training will be provided within the first 60 days a paraprofessional begins supervising or working with students.

Additionally, with regard to paraprofessionals providing support to special education students, the charter school will ensure that annual training opportunities are required to enable the paraprofessional to further develop the knowledge and skills that are specific to the students with whom the paraprofessional works, including understanding disabilities, the unique and individual needs of each student according to the student's disability and how the disability affects the student's education and

behavior, following lesson plans, and implementing follow-up instructional procedures and activities.

B. Teachers/Administrators

The charter school will provide high-quality and ongoing professional development activities as required by state and federal laws.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota’s Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.303 (Assessment Graduation Requirements)
Minn. Stat. § 120B.363 (Credential for Education Paraprofessionals)
Minn. Stat. § 122A.16 (Qualified Teacher Defined)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Rules Parts 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
Minn. Rules Parts 3501.07 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0960 (Academic Science Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.13 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (Charter School Mission Statement)
MSBA/MASA Model Policy 601 (Charter School Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 616 (Charter School System Accountability)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

*MSBA/MASA Model Policy 623 Charter
Orig. 1999 (as ISD Policy)
Orig. 2022 (as Charter Policy)*

Revised: _____

623 MANDATORY SUMMER SCHOOL INSTRUCTION

I. PURPOSE

The purpose of this policy is to establish program parameters and student attendance guidelines and requirements for the charter school relating to the provision of mandatory summer school educational services.

II. GENERAL STATEMENT OF POLICY

Summer school educational services and instruction shall be directed toward the fulfillment of the goals and objectives of the educational program and graduation standards of the charter school.

III. PROCEDURES

- A. The charter school shall offer summer school instruction providing opportunities for:
 - 1. Special education instruction and services related to mandatory summer school instruction consistent with applicable state and federal authority for all qualified disabled children where appropriate to their educational needs;
 - 2. Reading intervention programs or instruction for students who are at risk of not learning to read before the end of second grade; and
 - 3. Other mandatory summer school programs as determined by the charter school.
- B. All services of the summer school program will be free to residents of the charter school whose need for a summer program has been identified by teachers or the school principal and who are required to attend pursuant to established charter school criteria and the provisions of this policy.
- C. The summer school curriculum will be established in line with the needs of students and in accordance with rules of the Minnesota Department of Education. Remedial, make-up, and review courses shall provide opportunities for students to qualify for promotion and/or credit in areas and subjects where previous work has not met promotion/credit standards. It shall further be designed to assist students who have not passed one or more basic requirements tests and who are in need of remediation services relating to the charter school’s graduation standards or who have been identified as at risk of not learning to read before the end of second grade.
- D. Summer school provides the opportunity for students to improve basic skills, further their academic progress, and/or accelerate in designated academic areas. The intent of the charter school is to ensure that courses taught during the summer session are of the same level of instructional breadth and difficulty as provided during the regular school year.

IV. MANDATORY SUMMER SCHOOL INSTRUCTION

Pursuant to Minnesota Statutes section 120B.12, charter schools must identify, before the end of kindergarten, grade 1, and grade 2, students who are not reading at grade level before the end of the current school year. Such students must be screened for characteristics of dyslexia. Reading assessments in English and in the predominant languages of charter school students, where practicable, must identify and evaluate students' areas of academic need related to literacy. Charter schools must also monitor the progress and provide reading instruction appropriate to the specific needs of English learners. Charter schools must use a locally adopted, developmentally appropriate, and culturally responsive assessment. Charter schools are required to provide reading intervention methods for such students, which may include requiring student attendance in summer school.

V. TRANSPORTATION SERVICES

- A. The charter school shall make available transportation services for all students required to receive instruction in the charter school's summer school program in accordance with Minnesota Statutes section 120A.22, subdivision 5(b). The charter school recognizes that transportation is an essential part of the charter school services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.
- B. The charter school board shall retain sole discretion, control, and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

VI. SCHOOL BOARD REVIEW

The executive director or designated representative shall report at least annually to the charter school board regarding the status and utilization of programs under this policy. All summer school programs will be subject to annual review and approval by the school board.

Legal References: Minn. Stat. § 120A.20 (Admission to Public School)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)
Minn. Stat. § 124E.07 (Board of Directors)
Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)
Minn. Rules Chapter 3501 (Graduation Standards)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 707 (Transportation of Public School Students)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

MSBA/MASA Model Policy 624

Orig. 2023

Revised: _____

Rev. 2025

624 ONLINE INSTRUCTION

I. PURPOSE

The purpose of this policy is to recognize and govern online instruction options of students enrolled in the charter school for purposes of compulsory attendance and address enrollment of students with an online instruction site for supplemental or full-time online learning.

II. GENERAL STATEMENT OF POLICY

- A. The charter school shall not prohibit an enrolled student from applying to enroll in online instruction.
- B. The charter school shall grant academic credit for completing the requirements of an online instruction course or program.

III. DEFINITIONS

- A. "Blended instruction" means a form of digital instruction that occurs when a student learns part-time in a supervised physical setting and part-time through online instruction under paragraph (E).
- B. "Digital instruction" means instruction facilitated by technology that offers students an element of control over the time, place, path, or pace of learning and includes blended and online instruction.
- C. "Enrolling charter school" means the charter school in which a student is enrolled under Minnesota Statutes, chapter 124E..
- D. "Online course syllabus" means a written document that identifies the state academic standards taught and assessed in a supplemental online course under paragraph (I); course content outline; required course assessments; instructional methods; communication procedures with students, guardians, and the enrolling charter school under paragraph (C); and supports available to the student.
- E. "Online instruction" means a form of digital instruction that occurs when a student learns primarily through digital technology away from a supervised physical setting.
- F. "Online instructional site" means a site that offers courses using online instruction under paragraph (E) and may enroll students receiving online instruction under paragraph (E).
- G. "Online teacher" means an employee of the enrolling charter school under paragraph (C) or the supplemental online course provider under paragraph (J) who holds the appropriate licensure under Minnesota Rules, chapter 8710, and is trained to provide online instruction under paragraph (E).
- H. "Student" means a Minnesota resident enrolled in a school defined under Minnesota Statutes, section 120A.22, subdivision 4, in kindergarten through grade 12 up to the age of 21.
- I. "Supplemental online course" means an online learning course taken in place of a course provided by the student's enrolling charter school under paragraph (C).

- J. "Supplemental online course provider" means a school district, an intermediate school district, a state-operated school, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that is authorized by the Minnesota Department of Education (MDE) to provide supplemental online courses under paragraph (I).

IV. DIGITAL INSTRUCTION

- A. An enrolling charter school may provide digital instruction, including blended instruction and online instruction, to the charter school's own enrolled students. Enrolling charter schools may establish agreements to provide digital instruction, including blended instruction and online instruction, to students enrolled in the cooperating schools.
- B. When online instruction is provided, an online teacher shall perform all duties of the teacher of record under Minnesota Rules, part 8710.0310. Unless the Commissioner of MDE grants a waiver, a teacher providing online instruction shall not instruct more than 40 students in any one online learning course or section.
- C. Students receiving online instruction full-time shall be reported as enrolled in an online instructional site.
- D. Curriculum used for digital instruction shall be aligned with Minnesota's current academic standards and benchmarks.
- E. Digital instruction shall be accessible to students under Section 504 of the federal Rehabilitation Act and Title II of the federal Americans with Disabilities Act.
- F. An enrolling charter school providing digital instruction and a supplemental online course provider shall assist an enrolled student whose family qualifies for the education tax credit under Minnesota Statutes, section 290.0674, to acquire computer hardware and educational software so they may participate in digital instruction. Funds provided to a family to support digital instruction, or supplemental online courses may only be used for qualifying expenses as determined by the provider. Nonconsumable materials purchased with public education funds remain the property of the provider. Records for any funds provided must be available for review by the public or MDE.
- G. An enrolling charter school providing digital instruction shall establish and document procedures for determining attendance for membership and keep accurate records of daily attendance under Minnesota Statutes, section 120A.21.

V. SUPPLEMENTAL ONLINE COURSES

- A. Notwithstanding Minnesota Statutes, sections 124D.03 and 124D.08, and Minnesota Statutes, chapter 124E, procedures for applying to take supplemental online courses other than those offered by the student's enrolling charter school are as provided in this subdivision.
- B. Any kindergarten through grade 12 student may apply to take a supplemental online course. The student, or the student's parent or guardian for a student under age 17, must submit an application for the proposed supplemental online course or courses. A student may:
 - 1. apply to take an online course from a supplemental online course provider that meets or exceeds the academic standards of the course in the enrolling charter school they are replacing;
 - 2. apply to take supplemental online courses for up to 50 percent of the student's

- scheduled course load;
3. apply to take supplemental online courses no later than 15 school days after the student's enrolling charter school's term has begun. An enrolling charter school may waive the 50 percent course enrollment limit or the 15-day time limit; and
 4. enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.
- C. A student taking a supplemental online course must have the same access to the computer hardware and education software available in a school as all other students in the enrolling charter school.
- D. A supplemental online course provider must have a current, approved application to be listed by MDE as an approved provider. The supplemental online course provider must:
1. use an application form specified by MDE;
 2. notify the student, the student's guardian if they are age 17 or younger, and the enrolling charter school of the accepted application to take a supplemental online course within ten days of receiving a completed application;
 3. notify the enrolling charter school of the course title, credits to be awarded, and the start date of the online course. A supplemental online course provider must make the online course syllabus available to the enrolling charter school;
 4. request applicable academic support information for the student, including a copy of the IEP, EL support plan, or 504 plan; and
 5. track student attendance and monitor academic progress and communicate with the student, the student's guardian if they are age 17 or younger, and the enrolling charter school's designated online learning liaison.
- E. A supplemental online course provider may limit enrollment if the provider's school board or board of directors adopts by resolution specific standards for accepting and rejecting students' applications. The provisions may not discriminate against any protected class or students with disabilities.
- F. A supplemental online course provider may request that MDE review an enrolling charter school's written decision to not accept a student's supplemental online course application. The student may participate in the supplemental online course while the application is under review. Decisions shall be final and binding for both the enrolling charter school and the supplemental online course provider.
- G. A supplemental online course provider must participate in continuous improvement cycles with MDE.

VI. ENROLLING CHARTER SCHOOL

- A. An enrolling charter school may not restrict or prevent a student from applying to take supplemental online courses.
- B. An enrolling charter school may request an online course syllabus to review whether the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling charter school.
- C. Within 15 days after receiving notice of a student applying to take a supplemental online course, the enrolling charter school must notify the supplemental online course

provider whether the student, the student's guardian, and the enrolling charter school agree that academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling charter school. If the enrolling charter school does not agree that the academic standards in the online course meet or exceed the academic standards in the course that it would replace at the enrolling charter school, then:

1. the enrolling charter school must provide a written explanation of the charter school's decision to the student, the student's guardian, and the supplemental online course provider; and
 2. the online provider must provide a response to the enrolling charter school explaining how the course or program meets the graduation requirements of the enrolling charter school.
- D. An enrolling charter school may reduce the course schedule of a student taking supplemental online courses in proportion to the number of supplemental online learning courses the student takes.
- E. An enrolling charter school must appoint an online learning liaison who:
1. provides information to students and families about supplemental online courses;
 2. provides academic support information including IEPs, EL support plans, and 504 plans to supplemental online providers; and
 3. monitors attendance and academic progress, and communicates with supplemental online learning providers, students, families, and enrolling charter school staff.
- F. An enrolling charter school must continue to provide support services to students taking supplemental online courses as they would for any other enrolled student including support for English learners, case management of an individualized education program, and meal and nutrition services for eligible students.
- G. An online learning student must receive academic credit for completing the requirements of a supplemental online learning course. If a student completes an online learning course that meets or exceeds a graduation standard or the grade progression requirement at the enrolling charter school, that standard or requirement is met.
- H. Secondary credits granted to a supplemental online learning student count toward the graduation and credit requirements of the enrolling charter school. The enrolling charter school must apply the same graduation requirements to all students, including students taking supplemental online courses.
- I. An enrolling charter school must provide access to extracurricular activities for students taking supplemental online courses on the same basis as any other enrolled student.

VII. REPORTING

Courses that include blended instruction and online instruction must be reported in the manner determined by the Commissioner of MDE.

LEGAL REFERENCES: Minn. Stat. § 120A.21 (Enrollment of a Student in Foster Care)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)

Minn. Stat. § 124D.03 (Enrollment Options Act)
Minn. Stat. § 124D.094 (Online Instruction Act)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Rules Ch. 8710 (Teacher and Other School Professional
Licensing)

CROSS REFERENCES:

MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 620 (Credit for Learning)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

Revised: _____

*MSBA/MASA Model Policy 701 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2026*

701 ESTABLISHMENT AND ADOPTION OF CHARTER SCHOOL BUDGET

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the charter school’s revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the charter school is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement the school board’s goals and the priorities of the charter school.

III. REQUIREMENTS

- A. The charter school board of directors 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.
- B. The board of directors must establish a finance committee that meets regularly and includes at least one member of the school's board. The committee must review and provide recommendations to the board on matters related to financial health and best practices, which may include but are not limited to financial strategy, enrollment tracking, budgeting and planning, internal controls and compliance, revenue generation, financial conflicts of interest, audits and financial reporting, regular finance statements and transactions, and authorizer finance related requirements in the charter contract.

The executive director or such other school official as designated by the executive director or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. When projected expenditures exceed projected revenues, the school board may consider the use of an available fund balance, if one exists.

- C. Expenditures shall be reported in compliance with Minnesota Statutes, section 123B.76.
- D. Prior to July 1 of each year, the charter school board must approve and adopt its revenue and expenditure budgets for the next school year. The budget document so adopted must be considered an expenditure-authorizing or appropriations document. No funds shall be expended for any purpose in any school year prior to the adoption of the budget document that authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- E. The 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 charter management organization or educational management organization, academic performance, innovative practices and implementation, and future plans.

The charter school may combine this report with the reporting required under Minnesota Statutes, section 120B.11, governing comprehensive achievement and civic readiness. The charter school must post the annual report on the school's official website. The 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 Minnesota Statutes, chapter 13.

IV. IMPLEMENTATION

- A. The charter school board places the responsibility for administering the adopted budget on the executive director. The executive director may delegate duties to other school officials, but the executive director retains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota Charter schools (UFARS).
- C. The executive director or the executive director's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The charter school's annual budget must be sufficient for continuing to implement the plan required by Minnesota Statutes, section 120B.11.
- F. The charter school shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. Ch. 13 (Government Data Practices)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § § 124E.03 (Applicable Law)
Minn. Stat. § 124E.07 (Board of Directors)

Cross References: MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

*MSBA/MASA Model Policy 701.1 Charter
Orig. 1996 (as ISD Policy)
Orig. 2022 (as Charter Policy)*

Revised: _____

701.1 MODIFICATION OF CHARTER SCHOOL BUDGET

I. PURPOSE

The purpose of this policy is to establish procedures for modifying the charter school's adopted revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of this charter school is to modify its revenue and expenditure budgets in accordance with the applicable provisions of law.

III. REQUIREMENT

- A. The charter school's adopted expenditure budget shall be considered the school board's expenditure authorization for that school year.
- B. If revisions or modifications in the adopted expenditure budget are determined to be advisable by the administration, the executive director shall recommend the proposed changes to the school board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the school board to make an informed decision. A school board member may also propose modifications on that board member's own motion, provided, however, the school board member is encouraged to review the proposed modifications with the executive director prior to their being proposed so that the administration may prepare necessary background materials for the school board prior to its consideration of those proposed modifications.
- C. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund.
- D. The charter school's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The executive director shall make recommendations to the school board for appropriate revisions. If necessary, the school board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.

Legal References: Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)
Minn. Stat. § 124E.03 (Applicable Law)
Minn. Stat. § 124E.07 (Board of Directors)

Cross References: MSBA/MASA Model Policy 701 (Establishment and Adoption of Charter School Budget)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

*MSBA/MASA Model Policy 702 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)*

Revised: _____

702 ACCOUNTING

I. PURPOSE

The purpose of this policy is to adopt the Uniform Financial Accounting and Reporting Standards (UFARS) for Minnesota schools, as provided for in guidelines adopted by the Minnesota Department of Education (MDE).

II. GENERAL STATEMENT OF POLICY

It is the policy of this charter school to comply with UFARS.

III. MAINTENANCE OF BOOKS AND ACCOUNTS

The charter school shall maintain its books and records and do its accounting in compliance with UFARS provided for in the guidelines adopted by MDE and in compliance with applicable state laws and rules relating to reporting of revenues and expenditures.

IV. PERMANENT FUND TRANSFERS

Unless otherwise authorized pursuant to Minnesota Statutes section 123B.80, as amended, or any other law, fund transfers shall be made in compliance with UFARS and permanent fund transfers shall only be made in compliance with Minnesota Statutes section 123B.79, as amended, or other applicable statute.

V. REPORTING

The school board shall provide for an annual audit of the books and records of the charter school to ensure compliance of its records with UFARS. Each year, the charter school shall also provide for the publication of the financial information specified in Minnesota Statutes section 123B.10 in the manner specified therein.

Legal References:

- Minn. Stat. Ch. 118A (Deposit and Investment of Public Funds)
- Minn. Stat. § 123B.10 (Publication of Financial Information)
- Minn. Stat. § 123B.75 (Revenue; Reporting)
- Minn. Stat. § 123B.76 (Expenditures; Reporting)
- Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)
- Minn. Stat. § 123B.78 (Cash Flow; School District Revenues; Borrowing for Current Operating Costs; Capital Expenditure Deficits)
- Minn. Stat. § 123B.79 (Permanent Fund Transfers)
- Minn. Stat. § 123B.80 (Exceptions for Permanent Fund Transfers)
- Minn. Stat. § 123B.81 (Statutory Debt)
- Minn. Stat. § 123B.82 (Reorganization Operating Debt)
- Minn. Stat. § 123B.83 (Expenditure Limitations)
- Minn. Stat. § 124E.07 (Board of Directors)
- Minn. Stat. § 124E.16 (Reports)
- Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)

Cross References:

MSBA/MASA Model Policy 703 (Annual Audit)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

*MSBA/MASA Model Policy 703 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2026*

Revised: _____

703 ANNUAL AUDIT

I. PURPOSE

The purpose of this policy is to provide for an annual audit of the books and records of the charter school in order to comply with the law, to provide a permanent record of the financial position of the charter school, and to provide guidance to the charter school to correct any errors and discrepancies in its practices.

II. GENERAL STATEMENT OF POLICY

The policy of this charter school is to comply with all laws relating to the annual audit of the books and records of the charter school.

III. REQUIREMENTS

- A. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act, if applicable, Minnesota Statutes, section 6.65, and the Minnesota Legal Compliance Audit Guide for School Districts issued by the Office of the Minnesota State Auditor.
- B. The charter school is subject to the same financial audits, audit procedures, and audit requirements as a district, except as required under Minnesota Statutes, section 124E.16.
- C. The audit must comply with the requirements of Minnesota Statutes, sections 123B.75 to 123B.83 governing school district finance, except when the Commissioner of the Minnesota Department of Education (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.
- D. A charter school in statutory operating debt under Minnesota Statutes, sections 123B.81 to 123B.83 must submit a plan under section 123B.81, subdivision 4.
- E. The charter school shall, by September 15 of each year, submit unaudited financial data for the preceding year to the Commissioner on forms prescribed by the Commissioner. The report shall include those items required by Minnesota Statutes, section 123B.14, subdivision 7.
- F. The charter school shall, by November 30 of the calendar year of the submission of the unaudited financial data, provide to the Commissioner with audited financial data for the preceding fiscal year.
- G. The charter school shall, prior to December 31 of each year, provide the Commissioner and the State Auditor with an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited financial data. The audited financial statement must provide a statement of assurance pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the charter school by its auditor.

- H. The charter school must submit an audit report, including all supplemental information included in an audit, to the Commissioner and its authorizer annually by December 31.
- I. The charter school, with the assistance of the auditor conducting the audit, must include with the report, as supplemental information: (1) a copy of any management agreements with a charter management organization or an educational management organization and (2) a copy of service agreements or contract with a company or individual totaling over five (5) percent of the audited expenditures for the most recent audit year. Unless over the lesser of \$100,000 or ten percent of the school's most recent annual audited expenditures. The agreements must detail the terms of the agreement, including the services provided and the annual costs for those services. The charter school independent audit report shall include audited financial data of an affiliated building corporation under Minnesota Statutes, section 124E.13, subdivision 3, or another component unit.
- J. 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.
- K. The charter school board must approve the audit report by resolution or require a further or amended report.
- L. The administration shall report to the charter school board regarding any actions necessary to correct any deficiencies or exceptions noted in the audit.
- M. The accounts and records of the charter school shall also be subject to audit and inspection by the State Auditor to the extent provided in Minnesota Statutes, chapter 6.
- N. The charter school board shall appoint independent certified public accountants to audit, examine, and report upon the books and records of the charter school. The school board may enter into a contract with a person or firm to provide the agreed-upon services.
- O. After the close of each fiscal year, the books, records, and accounts of the charter school shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The executive director and members of the administration shall cooperate with the auditors.

IV. Authorizer Performance Evaluation Report

- A. The charter school must publish on its website the formal written performance evaluation from its authorizer and disseminate the evaluation to enrolled families in languages they understand, consistent with the school's language access plan under Minnesota Statutes, section 124E.03, subdivision 9, paragraph (b).
- B. Evaluations must be published on the charter school's website within 15 business days of receipt of the evaluation by the charter school and for at least 365 days from the date of publication.

[NOTE: The 2025 Minnesota legislature enacted Article IV.]

Legal References: Minn. Stat. Ch. 6 (State Auditor)
Minn. Stat. § 6.65 (Minimum Procedures for Auditors, Prescribed)
Minn. Stat. Ch. 118A (Deposit and Investment of Public Funds)
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)
Minn. Stat. § 124E.07 (Board of Directors)

Minn. Stat. § 124E.14 (Conflicts of Interest)
Minn. Stat. § 124E.16 (Reports)
Minn. Stat. § 471.425 (Prompt Payment of Local Government Bills)

Cross References: MSBA/MASA Model Policy 702 (Accounting)

Resources: MN State Auditor: [2024 Minnesota Legal Compliance Audit Guide for Charter Schools](#) (accessed 010526)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

MSBA/MASA Model Policy 706
Orig. 1995
Rev. 2022

Revised: _____

706 ACCEPTANCE OF GIFTS

I. PURPOSE

The purpose of this policy is to provide guidelines for the acceptance of gifts by the school board.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to accept gifts only in compliance with state law.

III. ACCEPTANCE OF GIFTS GENERALLY

The school board may receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose. The school board shall have the sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift, furthers the interests of, or benefits the school district, and whether it should be accepted or rejected.

IV. GIFTS OF REAL OR PERSONAL PROPERTY

The school board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members. The resolution must fully describe any conditions placed on the gift. The real or personal property so accepted may not be used for religious or sectarian purposes.

V. ADMINISTRATION IN ACCORDANCE WITH TERMS

If the school board agrees to accept a bequest, donation, gift, grant, or device which contains preconditions, conditions or limitations on use, the school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed-upon terms.

Legal References: Minn. Stat. § 123B.02, Subd. 6 (General Powers of Independent School Boards)
Minn. Stat. § 465.03 (Gifts to Municipalities)

Cross References: None

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

*MSBA/MASA Model Policy 707 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2026*

Revised: _____

707 TRANSPORTATION OF CHARTER SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to provide for the transportation of students in a manner consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

- A. The charter school recognizes that transportation is an essential part of the charter school services to students and parents, but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

III. DEFINITIONS

- A. "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Education ("Commissioner"). A licensed physician, an advanced practice nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the charter school's discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability.
- B. "Home" is the legal residence of the child. In the discretion of the charter school, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends.
- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances.
- D. "Nonpublic school" means any school, church, or religious organization, or home

school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minnesota Statutes, section 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964.

- E. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located.
- F. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled.
- G. "Shared time basis" is a program where students attend public school for part of the regular school day and otherwise fulfill the requirements of Minnesota Statutes, section 120A.22 by attendance at a nonpublic school.
- H. "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota.

IV. ELECTION TO PROVIDE TRANSPORTATION

- A. The charter school must comply with all pupil transportation requirements in Minnesota Statutes, section 123B.88, subdivision 1:
 - 1. The board may provide for the transportation of pupils to and from school and for any other purpose;
 - 2. The board must arrange for the attendance of all pupils living two miles or more from the school, except pupils whose transportation privileges have been voluntarily surrendered, or whose privileges have been revoked under Minnesota Statutes, section [123B.91, subdivision 1](#), clause (5);
 - 3. The board must provide necessary transportation consistent with section 123B.92, subdivision 1, paragraph (b), clause (4), for a child with a disability not yet enrolled in kindergarten for the provision of special instruction and services under Minnesota Statutes, sections 125A.03 to 125A.24, 125A.26 to 125A.48, and 125A.65.

Special instruction and services for a child with a disability not yet enrolled in kindergarten include an individualized education program team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs.
 - 4. When transportation is provided, scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto must be within the sole discretion, control, and management of the board.
- B. If the 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 Minnesota Statutes, section 124E.23.
- C. 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 the 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.

- D. If the charter school does not elect to provide transportation, the district in which the school is located must provide transportation, according to Minnesota Statutes, 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.

V. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/ STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, the board must provide necessary transportation, consistent with Minnesota Statutes, section 123B.92, subdivision 1(b)(4), for a child with disabilities not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with disabilities not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs.
- B. Students with disabilities who are transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the charter school or the day training and habilitation program attended by the student. The charter school shall determine the type of vehicle used to transport students with a disability on the basis of the disabling condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the charter school.
- C. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law.
- D. Any parent of a student with disabilities who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minnesota Statutes, chapter 125A.

VI. HOMELESS STUDENTS

Homeless students shall be provided with transportation services comparable to those of other students in the charter school.

VII. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, at the discretion of the charter school, on staff development days.

VIII. RESTRICTIONS

Transportation by the charter school is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the charter school's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 United States Code, section 1415 (Individuals with Disabilities Act), 29 United States Code, section 794 (the Rehabilitation Act), and 42 United States Code, section 12132 (Americans with Disabilities Act) are governed by these provisions.

IX. FEES

- A. In its discretion, the charter school may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.
- B. The charter school may charge fees for transportation of students to and from school when authorized by law. If the charter school charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The charter school may also waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minnesota Statutes, Section 190.05.
- C. The charter school may charge reasonable fees for transportation of students to and from postsecondary institutions for students enrolled under the postsecondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee.
- D. Where, in its discretion, the charter school provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the charter school may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs.

X. NOTICE

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, whether 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.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124E.03 (Applicable Law)
Minn. Stat. § 124E.15 (Transportation)
Minn. Stat. § 124E.23 (Transportation Revenue)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 125A.02 (Child with a Disability Defined)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)

Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
Minn. Stat. § 190.05 (Definitions)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)
20 U.S.C. § 1415 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 2000d (Prohibition against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
42 U.S.C. § 11431 *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
42 U.S.C. § 12132 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

MSBA/MASA Model Policy 805 Charter
Orig. 1996 (as ISD Policy)
Orig. 2022 (as Charter Policy)

Revised: _____

805 WASTE REDUCTION AND RECYCLING

I. PURPOSE

The purpose of this policy is to establish a resource recovery program to promote the reduction of waste, the separation and recovery of recyclable and reusable commodities, the procurement of recyclable commodities and commodities containing recycled materials, the disposition of waste materials and surplus property, and the establishment of a program of education to develop an awareness of environmentally sound waste management.

II. GENERAL STATEMENT OF POLICY

The policy of the charter school is to comply with all state laws relating to waste management and to make resource conservation an integral part of the physical operations and curriculum of the charter school.

III. DEFINITIONS

- A. "Lamp recycling facility" means a facility operated to remove, recover, and recycle for reuse mercury or other hazardous materials from fluorescent or high intensity discharge lamps.
- B. "Mixed municipal solid waste" means garbage, refuse, and other solid waste that is aggregated for collection but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.
- C. "Packaging" means a container and any appurtenant material that provides a means of transporting, marketing, protecting, or handling a product and includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels.
- D. "Postconsumer materials" means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item.
- E. "Rechargeable battery" means a sealed nickel-cadmium battery, a sealed lead acid battery, or any other rechargeable battery, except certain dry cell batteries or a battery exempted by the Minnesota Commissioner of the Pollution Control Agency (PCA) (Commissioner).
- F. "Recyclable commodities" means materials, pieces of equipment, and parts that are not reusable but that contain recoverable resources.
- G. "Recyclable materials" means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, source-separated compostable materials, and sole source food waste streams that are managed through biodegradative processes. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material.
- H. "Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form that do not cause the destruction of

recyclable materials in a manner that precludes further use.

- I. "Resource conservation" means the reduction in the use of water, energy, and raw materials.
- J. "Reusable commodities" means materials, pieces of equipment, parts, and used supplies that can be reused for their original purpose in their existing condition.
- K. "Source-separated compostable materials" means materials that:
 - 1. are separated at the source by waste generators for the purpose of preparing them for use as compost;
 - 2. are collected separately from mixed municipal solid waste and are governed by state licensing provisions;
 - 3. are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the Commissioner has determined that no other person is willing to accept the paper for recycling;
 - 4. are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the PCA's class I or class II, or equivalent, compost standards, and where process rejects do not exceed 15 percent by weight of the total material delivered to the facility; and
 - 5. may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the Commissioner determines that no other person is willing to accept the materials.
- L. "Waste reduction" or "source reduction" means an activity that prevents the generation of waste or the inclusion of toxic materials in waste, including:
 - 1. reusing the product in its original form;
 - 2. increasing the life span of a product;
 - 3. reducing material or the toxicity of material used in production or packaging; or
 - 4. changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

IV. WASTE DISPOSAL

- A. The charter school will attempt to decrease the amount of waste consumable materials by:
 - 1. reduction of the consumption of consumable materials whenever practicable;
 - 2. full utilization of materials prior to disposal;
 - 3. minimization of the use of non-biodegradable products whenever practicable.
- B. Each charter school facility shall also collect at least three recyclable materials, such as, but not limited to, the following: paper, glass, plastic, and metal.
- C. The charter school will transfer all recyclable materials collected to a recycler and, to the extent practicable, cooperate with, and participate in, recycling efforts being made

by the city and/or county where the charter school is located.

- D. Prior to entering into a contract for the management of mixed municipal solid waste, the charter school will determine whether the disposal method provided for in the contract is equal to or better than the waste management practices currently employed in the county or district plan in the county where the charter school is located and whether the contract is consistent with the solid waste plan. If the waste management method provided for in the contract is ranked lower than the waste management practices employed by the county or district, the charter school will:
1. determine the potential liability to the charter school and its taxpayers for managing waste in this manner;
 2. develop and implement a plan for managing the potential liability; and
 3. submit the information in (1) and (2) above to the PCA.

If the contract is inconsistent with the county plan or if the charter school's waste management activities are inconsistent with the county plan, the charter school should obtain the consent of the county prior to entering into a binding contract or developing or implementing inconsistent solid waste management activities.

- E. The charter school may not knowingly place motor oil, brake fluid, power steering fluid, transmission fluid, motor oil filters, or motor vehicle antifreeze (other than small amounts of antifreeze contained in water used to flush the cooling system of a vehicle after the antifreeze has been drained and does not include de-icer that has been used on the exterior of a vehicle) in or on:
1. solid waste or solid waste management facilities other than a recycling facility or household hazardous waste collection facility;
 2. the land unless approved by the PCA; or
 3. the waters of the state, an individual sewage treatment system, or in a storm water or wastewater collection or treatment system, unless:
 - a. permitted to do so by the operator of the system and the PCA;
 - b. the charter school generates an annual average of less than 50 gallons of waste motor vehicle antifreeze per month; and
 - c. the charter school keeps records of the amount of waste antifreeze generated, maintains these records on site, and makes the records available for inspection for a minimum of three years following generation of the waste antifreeze.

- F. The charter school may not place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:
1. in solid waste; or
 2. in a wastewater disposal system.

- G. The charter school may not knowingly place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:

1. in a solid waste processing facility; or
 2. in a solid waste disposal facility.
- H. The charter school will recycle a fluorescent or high-intensity discharge lamp by delivery of the lamp to a lamp recycling facility or to a facility that collects and stores lamps for the purpose of delivering them to a lamp recycling facility, including, but not limited to, a household hazardous waste collection or recycling facility, retailer take-back and utility provider program sites, or other sites designated by an electric utility.
- I. The charter school may not place a lead-acid battery in mixed municipal solid waste or dispose of a lead-acid battery. The charter school also may not place in mixed municipal solid waste a dry cell battery containing mercuric oxide electrode, silver oxide electrode, nickel-cadmium, or sealed lead-acid that was purchased for use or used by the charter school. The charter school also may not place in mixed municipal solid waste a rechargeable battery, a rechargeable battery pack, a product with a nonremovable rechargeable battery, or a product powered by rechargeable batteries or rechargeable battery pack, from which all batteries or battery packs have not been removed.
- J. The charter school may not place yard waste:
1. in mixed municipal solid waste;
 2. in a disposal facility;
 3. in a resource recovery facility, except for the purposes of reuse, composting, or co-composting; or
 4. in a plastic bag unless exempt under Minnesota law
- K. The charter school may not place a telephone directory:
1. in solid waste;
 2. in a disposal facility; or
 3. in a resource recovery facility, except a recycling facility.
- L. The charter school may not:
1. place major appliances in mixed municipal solid waste; or
 2. dispose of major appliances in or on the land or in a solid waste processing or disposal facility.
- M. The charter school may not place in mixed municipal solid waste an electronic product containing a cathode-ray tube.
- N. The charter school, on its own or in cooperation with others, may implement a program to collect, process, or dispose of household batteries. The charter school may provide financial incentives to any person, including public or private civic groups, to collect the batteries.

V. PROCUREMENT OF RECYCLED COMMODITIES AND MATERIALS

- A. When practicable and when the price of recycled materials does not exceed the price of nonrecycled materials by more than 10 percent, the charter school may purchase recycled materials. In order to maximize the quantity and quality of recycled

materials purchased, the charter school may also use other appropriate procedures to acquire recycled materials at the most economical cost to the charter school.

- B. When purchasing commodities and services, the charter school will apply and promote waste management practices with special emphasis on the reduction of the quantity and toxicity of materials in waste.
- C. Whenever practicable, the charter school will:
 - 1. purchase uncoated copy paper, office paper, and printing paper unless the coated paper is made with at least 50 percent postconsumer material;
 - 2. purchase recycled content copy paper with at least 30 percent post-consumer material by weight and purchase office and printing paper with at least 10 percent postconsumer material by weight;
 - 3. purchase paper which has not been dyed with colors, excluding pastel colors;
 - 4. purchase recycled content copy, office, and printing paper that is manufactured using little or no chlorine bleach or chlorine derivatives;
 - 5. use reusable binding materials or staples and bind documents by methods that do not use glue;
 - 6. use soy-based inks;
 - 7. purchase printer or duplication cartridges that:
 - a. have 10 percent post-consumer material; or
 - b. are purchased as remanufactured; or
 - c. are backed by a vendor-offered program that will take back the printer cartridges after their useful life, ensure that the cartridges are recycled, and comply with the definition of "recycling" in Minnesota law;
 - 8. produce reports, publications, and periodicals that are readily recyclable;
 - 9. purchase paper which has been made on a paper machine located in Minnesota; and
 - 10. print documents on both sides of the paper where commonly accepted publishing practices allow.
- D. The charter school may not use a specified product included on the prohibited products list published in the State Register.
- E. In developing bid specifications, the charter school will consider the extent to which a commodity or product is durable, reusable or recyclable, and marketable through applicable local or regional recycling programs and the extent to which the commodity or product contains postconsumer material.
- F. When a project involves the replacement of carpeting, the charter school may require all persons who wish to bid on the project to designate a carpet recycling company in their bids.

VI. OTHER

The policy of the charter school is to actively advocate, where appropriate, for resource conservation practices to be adopted at the local, regional, and state levels.

Legal References: Minn. Stat. § 16C.073 (Purchase and Use of Paper Stock; Printing)
Minn. Stat. § 115A.03 (Definitions)
Minn. Stat. § 115A.15 (State Government Resource Recovery)
Minn. Stat. § 115A.151 (Recycling Requirements; Public Entities; Commercial Buildings; Sports Facilities)
Minn. Stat. § 115A.46 (Regional and Local Solid Waste Management Plan; Requirements)
Minn. Stat. § 115A.471 (Public Entities; Managing Solid Waste)
Minn. Stat. § 115A.915 (Lead Acid Batteries; Land Disposal Prohibited)
Minn. Stat. § 115A.9155 (Disposing of Certain Dry Cell Batteries)
Minn. Stat. § 115A.9157 (Rechargeable Batteries and Products)
Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)
Minn. Stat. § 115A.931 (Yard Waste Prohibition)
Minn. Stat. § 115A.932 (Mercury Prohibition)
Minn. Stat. § 115A.951 (Telephone Directories)
Minn. Stat. § 115A.9561 (Major Appliances)
Minn. Stat. § 115A.9565 (Cathode-Ray Tube Prohibition)
Minn. Stat. § 115A.961, Subd. 3 (Household Batteries; Collection, Processing, and Disposal)
Minn. Stat. § 115A.9651 (Listed Metals in Specified Products, Enforcement)
Minn. Stat. § 116.93, Subd. 1 (Lamp Recycling Facilities)
Minn. Stat. § 216B.241, Subd. 2 (Public Utilities; Energy Conservation and Optimization)
Minn. Stat. § 458D.07 (Sewage Collection and Disposal)
National Solid Waste Management Ass'n v. Williams, et al., 966 F.Supp. 844 (D. Minn. 1997)

Cross References: None

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

Revised: _____

*MSBA/MASA Model Policy 907 Charter
Orig. 2005 (as ISD Policy)
Orig. 2022 (as Charter Policy)*

907 REWARDS

I. PURPOSE

The purpose of this policy is to authorize the charter school board to offer rewards to persons who provide accurate and reliable information leading to the conviction of a person who has committed or conspired to commit a crime against students or charter school employees, volunteers, or charter school board members as a result of their affiliation with the charter school, or against charter school property.

II. GENERAL STATEMENT OF POLICY

The charter school board believes that, in certain circumstances, the offering of a reward may lead to the receipt of information that would solve or prevent a crime against students, school employees, volunteers, school board members, or charter school property. The school board also believes that the fact that the school board may offer a reward may have a deterrent effect on the commission of such crimes.

III. APPROVAL OF OFFERING REWARDS

The charter school board shall approve the offering of any rewards by the charter school. The approval shall specify the amount of the reward and the crime to which it is applicable. The approval may relate to a specific incident or to a continuing category of crime, i.e., assault of a teacher, damage to school property, etc.

IV. ESTABLISHMENT OF PROCEDURES

The executive director shall develop directives and procedures to address the timing and method of payment of any reward earned by an information provider. The information provided must have led to the conviction of the person who committed or conspired to commit the crime for which the reward was offered.

Legal References: Minn. Stat. § 124E.07 (Board of Directors)

Cross References: None

Quarterly School Administrator Report

General Information

Administrator Name: Joann Karetov

School/Division: Lower School

Quarter & Year: Quarter 3 - March 2026

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. Curriculum work (social studies)2. Focus on character/Walk the Talk3. Over enrolled by 3 students
Weaknesses	<p>Examples: High teacher turnover in specific departments; Limited technology integration</p> <ol style="list-style-type: none">1. Staff resignations throughout the year2. Time for assessments3. New staff=every day being new4. Not fully staffed5. Planning for next year: Not knowing times yet.
Opportunities	<p>Examples: New state grants for STEM programs; Partnerships with local businesses</p> <ol style="list-style-type: none">1. LS moving from quarters to trimesters to add time to instruction, save money, etc.2. Data analysis reviews; end of Q3. WIN time is revamping/data driven.3. Implementation of READ Act training- still ongoing4. Fund-a-Need: IXL for WIN time, MCA preparation, etc.

Threats	<p>Examples: Declining student enrollment; Legislative funding cuts</p> <ol style="list-style-type: none"> 1. Is QComp going away from state legislature? 2. Unsure of students returning with change in bussing/start times. 3. Adapting potential grades/assessments to new timelines 4. Upcoming assessment requirements taking more time/money next year (kindergarten, FastBridge, Capti to 3rd/4th grade)
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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	<p>Examples: High teacher turnover in specific departments; Limited technology integration</p> <ol style="list-style-type: none"> 1. New teachers getting support for learning everything new, plus new expectations. 2. Potential move from quarters to trimesters to limit amount of time and funds for assessments. More time back to instruction. 3. READ Act training for new staff and EAs/paras (time consuming) 4. Waiting on start times for planning. 5. No applicants for vacant positions (at time of this report).
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Threats	<p>Examples: Declining student enrollment; Legislative funding cuts</p> <ol style="list-style-type: none"> 1. Monitoring local and federal legislature RE: new laws around discipline, READ Act, etc. 2. K-4 Intentional meetings around data reviews. Looking at individual students throughout years (not just current data).
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	3. Presenting trimesters and waiting on board approval to review grading/curriculum maps/etc. to prepare for next year.
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Section 3: Family and Community Engagement

Prompt	Response
How have you engaged families to support student learning and school initiatives this quarter?	Fall Conferences Parent meetings this spring due to cancelled conferences Weekly classroom newsletters Monthly Paw Print Scheduled Book Study for parents (The Anxious Generation) - Cancelled - only 1 RSVP
How have you collaborated with staff to build a positive school culture and support instructional goals?	Individual Goal Meetings with teachers Division meetings Focus on Character “Walking the talk” staff-created document Grade level meetings Daily “today i will” inspiration based on author of this year’s spirit week Jerry Spinelli Birthday breakfast 1X/month Best Intentions workgroup - successful Q1 & Q3 outings.
What new strategies or practices are being introduced to strengthen family-school-staff partnerships?	Continued reminders to communicate with families. Will consider Book Study for parents for next year. Curriculum committees. Parent group attendance at meetings/emails. New staff discussions on Prep culture.

Section 4: Additional Notes & Future Planning

Upcoming priorities for next quarter: Data reviews; Curriculum reviews (ELA and social studies alignment/implementation to Core Knowledge/state standards; math next year); Intentional WIN Time support for students based on data.

Anticipated challenges and mitigation strategies: Continued training for new staff and students. Transition to trimesters? Waiting on start/end times to create timelines/schedules.

Support requested from the School Board: approve transition from quarters to trimesters for LS only.

Why Trimesters?

High Quality Teacher Feedback

Because there are only three report cards instead of four, teachers spend less time on the administrative task of "data entry" and more time on "data analysis."

- **Meaningful Comments:** Teachers can provide more detailed, qualitative feedback on a trimester report card because they have observed the student for a longer stretch of time.
- **Conference Alignment:** Trimester schedules usually allow for parent-teacher conferences to happen deeper into the term, providing a more comprehensive picture of the child's progress.
- **More Time Teaching:** Students and teachers are able to spend more time with direct instruction, small group support, and intervention. Currently 2-3 weeks before the end of each quarter are used by teachers to assess, and students are not receiving intervention services during those times. Additional time to add back meaningful 1:1 goal setting.

Better Alignment with the "READ Act" (2026)

With the current **Minnesota READ Act** requirements, students must be screened three times a year (Fall, Winter, Spring).

- **Data Consistency:** Trimesters align perfectly with these mandatory screening windows. A report card issued in November can include the "Fall" benchmark data naturally, whereas a quarter system often feels "out of sync" with these state mandated testing cycles.

Comparison at a Glance

Feature	Quarters (9 Weeks)	Trimesters (12-13 Weeks)
Grading Frequency	4 times per year	3 times per year
Assessment Focus	Frequent, "snapshot" data	Long term growth and mastery
Stress Level	Higher for students/teachers	Lower, more "breathing room"
Admin Time	<ul style="list-style-type: none">• More time spent on testing/grading• Subs for testing	<ul style="list-style-type: none">• More time spent on instruction/intervention• No subs/save funds (60 days)

Additional Benefits:

More Time Teaching: Students and teachers are able to spend more time with direct instruction, small group support, and intervention. Currently 2-3 weeks before the end of each quarter are used by teachers to assess, and students are not receiving intervention services. Less required tests equals more time teaching/learning. More WIN time. More seminars.

Cost Saving: no subs required for testing (4Xs/year X 15 teachers).

Work to be done:

- Review Calendars/Dates

Grading days/PD days (more PD to work on READ Act training).
Conferences

- Standards-based grading. Discussions regarding reading and/or math grades. Realign benchmarks/grade level expectations for all subjects (reading, fluency, writing, math). Will take some discussion/work because of changes to time of year. Use subject 'teams' to review year-long plans.

- STEP (quarterly) and DIBELS (3Xs/year) go away and is replaced with FastBridge (3Xs/year – can include a 4th at entrance assessments to support progress monitoring. FastBridge (FAST) will serve as our primary reading assessment tool for grades K-8. This system meets all current MDE requirements for intervention qualification and READ Act mandates. For students in grades 9-12, FAST will be utilized for those currently performing below grade level.

The FAST system provides a comprehensive view of student performance through several sub-tests:

- **earlyReading (Grades K-1):** A 5–10 minute, 1:1 assessment focusing on foundational skills like phonemic awareness, phonics, and fluency.
- **aReading (Grades K-12):** A 15–30 minute computer-adaptive test assessing broad reading abilities, including vocabulary and comprehension.
- **Lexile Reporting:** This assessment also provides Lexile levels for each student.

- Capti ReadBasix given to 3rd and 4th grade students below benchmark expectations on FAST and/or Prep fluency benchmarks.

-Discussions about 1:1 student relationships/support (when, for what?)

-gradebook alignment categories/weights

-PD on data analysis (reading the data and what interventions to do with it)
Will lead to better and more discussions at PLCs around data.

Quarterly School Administrator Report

General Information

Administrator Name: Amy Kleinboehl

School/Division: SCPA/Middle School

Quarter & Year: Section 1: Q3/2026

Section 1: SWOT Analysis

Category	Details (examples included, replace with your entries)
Strengths/Celebrations	<ol style="list-style-type: none">1. Across classrooms, students are confidently following established routines and strengthening their academic habits.2. We are starting to see the shift of them getting ready for next year.3. 8th-grade students registered for Upper School courses.4. Continue to look at our reading support through Capti and reading intervention.
Weaknesses	<ol style="list-style-type: none">1. Mid-year departures by students can cause hard-to-fill seats.2. We are guiding students to practice respectful communication, especially when disagreements arise.3. We are working on coaching students to maintain focus in class by limiting side conversations after redirection.4. Improving hallway cleanliness and overall garbage left behind.
Opportunities	<ol style="list-style-type: none">1. We are looking at enrollment numbers for next year to see if we can shift some grade-level numbers in order to accommodate off-grade-level academic needs.2. Working on the schedule for next year3. Preparing for MCAs
Threats	<ol style="list-style-type: none">1. Mid-year departures by students can cause hard-to-fill seats.2. There is always a chance of staff leaving.

Section 2: Addressing Weaknesses and Threats

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

Response:

- Mid-year departures - We sometimes have to fill a spot in a different grade level
- Practicing respectful communication and maintaining focus in class by limiting side conversations after redirection - Addressing situations with students as they come up.
- Improving hallway cleanliness. To encourage responsibility, students will earn points based on the cleanliness of the hallways. These points will contribute toward themed dress-up Fridays after MCAs.

Section 3: Family and Community Engagement

Prompt	Response
How have you engaged families to support student learning and school initiatives this quarter?	Quarterly middle school office communication. We are reaching out to families when a student is brought up in child study or other team/grade level concerns. We are coordinating team meetings with staff, students, and parents when needed.
How have you collaborated with staff to build a positive school culture and support instructional goals?	The school has participated in some fun activities together, such as school-wide Clue and bingo. We have also done some underground spirit weeks as a staff.
What new strategies or practices are being introduced to strengthen family-school-staff partnerships?	Parent Group - I attended a parent group meeting this quarter and spoke about some MS trends we are seeing. This was then put into the middle school quarter update. It was a great discussion.

Section 4: Additional Notes & Future Planning

Upcoming priorities for next quarter:

- Preparing for MCAs - April 14, 16 and 17. The MCA reading test is new this year. Similar to science, the results will be able to be compared to previous years and will not be available until the fall.
- We have field day for 5th and 6th graders on May 8th
- Valleyfair is on May 21st.

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

Quarterly School Administrator Report

General Information

Administrator Name: **Andrew Sachariason**

School/Division: Upper School

Quarter & Year: Q3

Section 1: SWOT Analysis

Strengths/Celebrations

1. College acceptance numbers are coming in for our current senior class. Early April is the moment when a lot of this happens.
2. Lock Down and Crisis Go training - work in progress, but improvements emerging.
3. Student Registration for next year is happening and feels strong. Good feedback from kids.
4. Strong list of new applications for our Upper School. New Student and onboarding expectations have been elevated. Mostly with incoming assessments to help establish reading levels.
5. Strong Curriculum conversations & planning for the year ahead. Teachers work to improve and enhance their work from year to year.
6. Career Day - a wonderful success for our students. We had a number of parents volunteer their time to make for a wonderfully successful day.

University of Minnesota: 50 applicants, 39 offers of admission thus far, 6 students admitted to the Honors Program, 4 students have committed to attend thus far.

UW-Madison: 24 applicants, 4 offers of admission thus far, 18 decisions are expected on March 31 (We have 70 applications across 9 campuses in the UW-system)

University of Michigan: 10 applicants, 1 offer of admission thus far

St. Olaf College: 11 applicants, 7 offers of admission thus far, 1 student has committed

ROTC: At least three seniors plan to pursue ROTC after high school as a compliment to their college experience

Weaknesses/Challenges

1. Parent frustration with the date selected for the Senior Dinner and conflict w/ track meet.
2. Teacher and Student illness and absences. Increase in the amount of time out of school and working to ensure continuity in curriculum and quality are top priority.
3. Career Day attendance - 83 students were not in school and did not attend Career Day.
4. PSEO interest numbers are concerning roughly 40 current 10th and 11th graders) - opting out of what we do.

Opportunities

1. Intervention Training is happening for students identified as struggling readers (or off grade level)
2. Speech Week is happening to end Q3 - students have completed their speeches
3. 8th grade registration meetings went well.
4. The registration process for next year is beginning.

Threats

1. PSEO interest is way up this year. 43 juniors and seniors attended the mandatory PSEO meeting this past February.
2. MCA testing is approaching April 15th.

Section 2: Addressing Weaknesses and Threats

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

Response: We have issued video conferencing to enhance our College Counseling work to all junior families. At this time about 10% of families have followed up.

Section 3: Family and Community Engagement

1. How have you engaged families to support student learning and school initiatives this quarter?

I work closely with families where students are struggling. I meet regularly with a team of counselors and administrators to review individual students and concerns. This can include updating status on individual students. This often includes parents and guardians to ensure solid communication. We are also onboarding a number of new families interested in enrolling at Prep. This would include meeting with families, answering questions, offering tours, and reviewing transcripts.

2. How have you collaborated with staff to build a positive school culture and support instructional goals?

I continue to meet with staff members individually and as a team to review work and celebrate successes and define problems.

Ongoing faculty meetings, planning advisories, and 1-1 meetings to ensure we are continuing to hold high expectations.

3. What new strategies or practices are being introduced to strengthen family-school-staff partnerships?

We have reached out to families offering individualized video conferencing to walk them through the college application process and to address individual concerns. Mr. Williams will be building individual files for our students to help frame their choices and decisions ahead.

Section 4: Additional Notes & Future Planning

Upcoming priorities for next quarter:

In Q4 it is about finishing strong. We have AP Exams to prepare for and students are getting ready for Graduation. We have many school sponsored events ahead, including Prom to prepare. These are always exciting but can be challenging when we are doing events.

Anticipated challenges and mitigation strategies:

We are in the process of scheduling for next year, looking at all the various factors that impact this, including teacher assignments, room availability, lockers, and parking, for example.

Support requested from the School Board:

The Board has done a tremendous job making sure Dr. Fuchs' transition is solid. I would simply like to acknowledge hope that this ongoing and continued support is appreciated.

I am looking forward to an “Upper School Friendly” bell schedule for next year as well.

Quarterly School Administrator Report

General Information

Administrator Name: Peggy Rosell

School/Division: Director of Student Support Services

Quarter & Year: Quarter 3; 2025/2026

Section 1: SWOT Analysis

Category	Details (examples included, replace with your entries)
Strengths/Celebrations	<ol style="list-style-type: none">1. EL ACCESS testing completed in February. No students were absent, so no make-up dates were needed.2. CAPTI ReadBasix - mostly completed. The results have yielded valuable data for review and targeted skill development.3. Several applicants for the open Health Office Assistant position.
Weaknesses	<ol style="list-style-type: none">1. Number of new special education evaluations in the Middle School (19)2. Open position - Health Office Assistant3. School-wide MTSS (Multi-tiered System of Supports) process
Opportunities	<ol style="list-style-type: none">1. Implementation of reading intervention in the US - how, when, who...2. Analysis of CAPTI ReadBasix results to identify specific skills to target3.
Threats	<ol style="list-style-type: none">1. SpEd funding cuts - Walz has proposed reducing special education cross-subsidy aid by \$50 million - this is in addition to the \$250 million required reduction.2. Staffing challenges anticipated for the new school year due to the extended family leaves.3.

Section 2: Addressing Weaknesses and Threats

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

Response:

- Funding unknowns - staying informed of legislative updates as they happen to prepare an appropriate response. The Blue Ribbon Commission final report is due in October 2026.
- Staffing: explore creative ways to address SpEd coverage needs.
- Meeting with a small group to define and develop an MTSS framework for Prep.

Section 3: Family and Community Engagement

Prompt	Response
How have you engaged families to support student learning and school initiatives this quarter?	Responding to parent requests for 504 Plan or special education evaluations. Information about summer reading program options (not offered at Prep) was sent to families of students who currently receive ADSIS reading support.
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, and a 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:

- Complete round 2 of observations for direct reports.
- Attend MTSS trainings through Brightworks.
- Complete Special Education Parent Advisory Meetings.
- Interview and hire for the Health Office Assistant position.

Anticipated challenges and mitigation strategies:

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



st.croixprep 2026-2027 Calendar

Board Approved: 02/17/2026

July 1-3	Holiday
Aug 3-6	New Teachers Workshop
Aug 10-14	PD Day
Aug 17	First Day of School (Grades 5-12)
Aug 17-19	Prep for Success Conferences K-4
Aug 20	First Day of School (Grades K-4)
Sept 4	Teacher Non-Duty Day
Sept 7	Holiday
Sept 28	PD Day
Oct 14	End of Quarter 1 (MS/US)
Oct 15	PD Day
Oct 15	PD Day/MN Classical Conference
Oct 16	Teacher Non-Duty Day
Oct 19	Teacher Non-Duty Day
Oct 20	PD/Grading Day
Oct 30	End of Trimester 1 (LS)
Nov 5	LS/MS/US PM Conferences
Nov 6	LS Conferences
Nov 25	PD Day
Nov 26-27	Holiday
Dec 18	End of Quarter 2/ Semester (MS/US)
Dec 21	PD/Grading Day
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Mar 4	End of Quarter 3 (MS/US)
Mar 5	PD/Grading Day
Mar 8-12	Spring Break - Teacher Non-Duty
March 26	Holiday
April 9	PD Day
May 21	Last Day of School/ End of Trimester 3 (LS) End of Semester 2 (MS/US)/
May 23	Commencement
May 24	PD/Grading Day
May 31	Holiday
June 19	Holiday

July 2026				
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August 2026				
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T16/S11

September 2026				
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T20/S19

October 2026				
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T20/S18

November 2026				
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T19/S18

December 2026				
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T19/S19

February 2027				
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T20/S19

March 2027				
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April 2027				
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T22/S21

May 2027				
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T16/S15

June 2027				
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No School Day/
No Students Day/
OFFICES CLOSED

School Day

No School Day for LS Only

299

Trimester 1 = 45		Trimester 2 = 60		Trimester 3 = 60	
Quarter 1 = 40		Quarter 2 = 40		Quarter 3 = 42	
Quarter 4 = 48					
Semester 1 = 80			Semester 2 = 90		
189 New Staff Days			185 Returning Staff Days		
170 MS/US Student Days			165 LS Student Days		



st.croixprep 2026-2027 Calendar

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T16/S11

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T20/S19

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T20/S18

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T19/S18

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T19/S19

February 2027				
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T20/S19

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T22/S21

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T16/S15

June 2027				
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Teacher Training	
Non-Duty	No School Day/ No Students Day/ OFFICES CLOSED
PD Day	
Holiday	

School Day
No School Day for LS Only

Trimester 1 = 45	Trimester 2 = 60	Trimester 3 = 60	
Quarter 1 = 40	Quarter 2 = 40	Quarter 3 = 42	Quarter 4 = 48
Semester 1 = 80		Semester 2 = 90	
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Enrollment for the next school year

St. Croix Preparatory Academy will be accepting applications for the 27-28 school year beginning on the first day of school. The open enrollment period ends on December 18, 2026. All applications received by this date will be equally considered. For any grade level where we have more applicants than spaces available, we will conduct a lottery to determine admission for that grade. Applicants who are not chosen in the lottery will be placed on a waiting list and notified promptly if a space becomes available. Applicants will be notified as to the status of their applications as early as possible.

Students who submit applications after the deadline will be admitted if there are any remaining openings, or added to a waiting list. After the deadline, applicant priority will be based on the order the applications are received. Any Minnesota child in the offered grades is eligible to enroll, but parents/guardians must complete the St. Croix Prep Enrollment Form to register their children. In addition, to accept a placement, we suggest that all families attend a welcoming orientation session and participate in informal student testing to ensure proper academic placement. We will send information about these activities to all students who are admitted.



st.croixprep 2026-2027 Calendar



Proposed Board Meeting Date

Board Approved: 02/17/2026

July 1-3	Holiday
Aug 3-6	New Teachers Workshop
Aug 10-14	PD Day
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T16/S11

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T20/S19

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T19/S19

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T20/S19

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T18/S16

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T16/S15

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March 01, 2026

Friends of St. Croix Preparatory Academy
4260 Stagecoach Trail North
Stillwater, MN 55082

Dear Ms. Fuchs,

Thank you for this opportunity to present our proposal for Business Management Services effective 4/01/2026.

Respectfully,

Todd R. Netzke
President

Enclosure

BUSINESS MANAGEMENT SERVICES PROPOSAL

For

Friends of St. Croix Preparatory Academy (FSCPA)

School Management Services, LLC (SMS), Minnesota's premier professional services provider of K12 business management solutions, is pleased to propose our services for professional business management and support services.

This recommendation and proposal include the following sections and documents:

1. Executive Summary:
 - Goals and benefits of SMS services
 - Scope of proposed services
 - Arrangements
2. Scope of Services and Responsibilities
3. Services Agreement and Signature Page

Executive Summary

Goals and benefits of SMS services

SMS goals and business strategy include the provision of innovative and cost-effective alternatives to public school districts' boards and superintendents and charter schools' boards, executive directors, and affiliated building corporations for school business management and related school business functions.

SMS leadership and line management team members are keenly aware of the changing dynamics of public school management in the broader context of public school funding and management strategy, and we are committed to continuously improve and expand SMS service offerings to meet the changing needs of Minnesota's public schools.

We respectfully suggest that the following features and components of our services result in important tangible and intangible benefits for our public school district and charter school clients, including a charter school's affiliated building corporation.

Confidence and peace of mind:

SMS client boards and superintendents and executive directors are assured in that:

- SMS work performed professionally, accurately and timely;
- Administration and Board will make confident decisions based on solid financial data for the benefit of all stakeholders.

Cost and time savings that enable boards and administration to operate efficiently and focus on your responsibilities:

SMS client boards and superintendents and executive directors are assured that having SMS on the team results in efficient operations and resource redundancy:

- SMS professional team members' core competencies are school business and finance;
- SMS understands the issues and can immediately and efficiently provide services;
- SMS continuously trains and develops our team members and have experienced resources in reserve to cover contingencies and emergencies;
- SMS employs best practices including latest technology;
- SMS will recommend and assist, if desired, with process improvement and business office structure
- SMS provides customized reporting at summary and detail levels to assist District Leaders, charter school leaders, and leaders of a charter school's affiliated building corporation in understanding the current and projected financial condition, thus allowing timely and appropriate action.

Compliance requirements are addressed efficiently and effectively:

SMS client boards and superintendents and executive directors are assured that having SMS on the team results in effective, efficient and comprehensive compliance planning and execution:

- SMS supports the annual audit process by providing accurate and timely data, supplementing district, charter school, and a charter school’s affiliated building corporation resources with additional SMS staff when desired and recommends and implements ideas that can reduce future audit costs.

In summary, the SMS team comprises more than 150 years of aggregate public school management experience. On engaging SMS, your district, charter school, or charter school’s affiliated building corporation will be supported by our growing, professional team.

Scope of Proposed Services

SMS agrees to provide to the Friends of St. Croix Preparatory Academy (FSCPA) Professional Business Management Services according to the job summary listed below.

SMS provides the FSCPA full flexibility to modify the assignment of responsibilities and to make appropriate revisions to SMS’ fees and expenses arrangements at the convenience of the FSCPA in accordance with the contractual provisions of the attached Services Agreement.

On-Site Presence:

Business Manager: primarily remote

	SMS	FSCPA
Management		
Provide and assist with Administrative Leadership	50%	50%
FSCPA Financial Leader	100%	
Develop strong working relationships with Administrators	100%	
Develop strong working relationships with FSCPA Board	100%	
Develop strong working relationships with Director	100%	
Develop and implement effective and GASB compliant processes and procedures	100%	
Budget Development & Communication		
Budget development & Reporting	90%	10%
Analysis	100%	
Historical	100%	
Comparative	100%	
Communicate	100%	
Budget Calendar	100%	
Budget Monitoring	75%	25%
General Accounting		
Maintain General Ledger (In compliance with GASB)	100%	
Journal Entries	100%	

UFARS Compliance	100%	
Implement Best Practices	75%	25%
Prescribe and Apply Internal Controls Whenever Possible	75%	25%
Cash Flow Management	100%	
Prepare Board Budget and Treasurer Report	100%	
Audit Planning & Coordination		
Plan & Coordinate Annual Audit	100%	
Prepare all Asset & Liability Supporting Schedules	100%	
Calculate and Schedule State, Federal and Local Revenues & Receivables:		
State Aids		
Federal Aids	100%	
Property Taxes	100%	
Long-Term Debt	100%	
Fixed Assets	100%	
Committee Representation		
Attend Appropriate Committee's Upon Request	100%	
FSCPA Board and Governing Meetings		
Attend Board Meetings upon request	100%	
Prepare and Present Business-Related Board Action Items	100%	
Recommend and Prepare Business Policies	100%	

Arrangements

Friends of St. Croix Preparatory Academy will receive SMS Professional Business Management Services in accordance with the following arrangements.

SMS shall be compensated for the proposed services and paid according to the payment schedule as follows:

Business Management Services: **\$7,800 / Annually**
Paid Semi-Annually in equal installments
(4/1/26 – 3/31/27) by 4/1/26: \$3,900

Travel & Incidental fees:

- None

1. Business Manager Services Responsibilities

It shall be the responsibility of SMS to compensate outside professionals retained or hired by SMS to fulfill obligations under this Agreement.

SMS Services Agreement

THIS AGREEMENT is made and entered into by and between Friends of St. Croix Preparatory Academy (hereinafter referred to as the "FSCPA"), and School Management Services (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the FSCPA is authorized and empowered to secure from time-to-time certain professional services through contracts with qualified consultants; and

WHEREAS, the FSCPA desires to retain and compensate a qualified consultant to provide such services on the terms and conditions hereinafter set forth; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities. The parties are not entering into an employment agreement or an employer-employee relationship. Nothing in this Agreement may be construed to create an employment relationship, a partnership, a joint venture, or a joint enterprise between the FSCPA and the Contractor;
2. The Contractor shall have no authority to bind the FSCPA for the performance of any services or to obligate the FSCPA. The Contractor is not an agent, servant, or employee of the FSCPA and shall not make any such representations or hold itself/himself/herself out as such;
3. The Contractor shall be the exclusive accounting consultant for the FSCPA during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the FSCPA at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I SERVICES

Section 1 Scope of Services: The Contractor agrees to provide Professional Business Management services to the FSCPA according to the attached Executive Summary, including the Scope of Proposed Services and Arrangements sections.

ARTICLE II PAYMENT

Section 1 Payment: The FSCPA agrees to pay the Contractor for its services as outlined in the attached Executive Summary, including the Arrangements section.

ARTICLE III LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at its/his/her expense, with coverage satisfactory to the FSCPA, in its sole discretion, which liability insurance Contractor must secure and maintain during the term of this Agreement. Contractor will provide FSCPA with proof of liability insurance coverage upon request.

ARTICLE IV

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon board ratification of this agreement and will remain in effect for a period three years : (1) 4/01/26-3/31/27, (2) 4/01/27-3/31/28, (3) 4/01/28-5/31/29. This Agreement will remain in full force and effect during the term of this Agreement but may be terminated as provided in sections 2 and 3.

Section 2 FSCPA's Termination Rights: FSCPA may terminate this Agreement upon thirty (30) days' written notice in the event the FSCPA determines in its sole discretion that it is not in the FSCPA's best interests to continue using Contractor's services.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days' written notice to FSCPA (i) in the event FSCPA does not pay Contractor compensation within thirty (30) days after invoice is received by FSCPA. In the event of non-payment by the FSCPA, Contractor shall give FSCPA an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days to remit such payment, prior to giving a notice of termination. Contractor may terminate the agreement with sixty (60) days' written notice in the event the Contractor determines in its sole discretion that it is not in the Contractor's best interest to continue providing services.

ARTICLE V

RENEWAL OF THE AGREEMENT

Section 1 Notice of Renewal: Not less than thirty (30) days prior to the expiration of this Agreement, the FSCPA may provide written notice of intent to renew this Agreement for an additional term upon terms and conditions agreed upon by both parties to the Agreement. This Agreement will not automatically renew.

ARTICLE VI

INDEMNIFICATION

Section 1 Release and Indemnify: The Contractor agrees to defend, hold harmless, and indemnify the FSCPA and its board members, its administration, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Contractor, or of the Contractor's employees or agents, in regard to the Contractor's performance under this Agreement, including, but not limited to, any and all liabilities, demands, losses, claims, damages, fines, judgments, attorneys' and witness fees.

ARTICLE VII

GENERAL

Section 1 Authorized FSCPA Agent: The FSCPA's authorized agent for the purpose of administration of this Agreement is the Executive Director. The Contractor's authorized agent for the purpose of administration of this Agreement is Dr. Jennifer Fuchs. Said agents shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are personal and not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the FSCPA, and any such data and materials shall be remitted to the FSCPA by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor in accordance with applicable federal, state and local laws regarding data privacy, including the Minnesota Government Data Practices Act. Contractor must maintain the confidentiality and privacy of all data accessed as a result of performing services for the FSCPA, and Contractor must not disclose such data without written authorization from the FSCPA, unless disclosure is specifically required by law or court order.

Section 5 Entire Agreement: This Agreement is the entire agreement between the FSCPA and the Contractor and it supersedes all prior written or oral agreements. For the avoidance of doubt, this Agreement includes the Executive Summary, including the Scope of Proposed Services and Arrangements sections. Neither the FSCPA nor the Contractor has relied on any statements, promises, or representations that are not stated in this Agreement. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Choice of Law and Forum: This Agreement is governed by the laws of the State of Minnesota. The parties agree that Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement.

Section 8 Covenant of Diligence and Good Faith: Contractor agrees to provide services to the FSCPA diligently and in good faith. Contractor must comply with all federal and state laws and with all policies and rules of the FSCPA.

Section 9 Waiver and Equal Drafting: Waiver by either party of any term or condition of this Agreement will not constitute a waiver of any other term or condition of this Agreement. No waiver will be valid unless it is in writing and signed by both parties. If either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties.

Signature Page

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

Friends of St. Croix Preparatory Academy (FSCPA)
4260 Stagecoach Trail North
Stillwater, MN 55082

Name 
Dan Mills (Mar 23, 2026 07:07:35 PDT)

Title President of FSCPA

Date 3/23/25

School Management Services, LLC
19750 Muirfield Circle
Shorewood, MN 55331

Name _____

Title _____

Date _____

EIN: 56-2545979



Governance Committee Agenda and Minutes for March 3, 2026

Members: Jenn Fuchs, Jenn Santini, Al Bagwell, Jeff Johnson

Ex-Officio: Terri Gulbransen

Guests:

Absent: Angie Galati

Location: West Wing Conference Room

Agenda:

1. Check in on progress for policies for the April board meeting.
 - a. What is our status on policies after the February meeting?
 - i. [Policy Audit Chart](#)
 1. We will finish up “legal” policies at the April 28 meeting. There are four that will have a second read on April 28. Then can move on to “recommended.” Currently Policy 504-dress code is only “recommended” that has been reviewed. You could add some “recommended” policies to April 28 or wait until May.
 - b. [April 7 policies - see lines 2-33](#). Most are technical edits.
 - i. MSBA sends technical edits in Feb, Oct, and June. Those edits were made. Lines 2-4 are second reads and have technical edits.
 - c. [J. Johnson submitted policy “corrections” to be discussed](#) (Sent Feb 16)
 - i. Janel made this unless that was the legal term per MSBA
2. Update from J. Fuchs/T. Gulbransen
 - a. Affiliated Building Company (ABC)
3. For April: Update Governance Training Schedule and who presents to the board.
 - a. Bring any other ideas for training that we feel necessary.
4. Board Election Update
5. April Board Trainings - ABC Company

Respectfully submitted by T. Gulbransen



FY26 Annual Designations

1. Confirm / appoint members of board of directors of Friends of St. Croix Preparatory Academy, the school's building company.
 - o 2-yr term:
 - Bill Blotske
 - Kristine Fisher
2. MDE Designations
 - o Designate MDE Identified Official with Authority (IOWA)
 - Jennifer Fuchs, Executive Director
3. Designation of Depositories
 - o First State Bank and Trust
950 North Highway 95
Bayport, MN 55003
 - o First Resource Bank
811 S Washington Ave, STE 104
Minneapolis, MN 55415
651-351-1200
 - ~~o Platinum Bank
7667 10th St. N
Oakdale, MN 55128~~
4. Authorized signers at banks
 - o Board Chair
 - o Board Treasurer
 - o Executive Director:
 - ~~o Executive Director of Finance & Operations:~~
5. Delegation of Authority to Make Electronic Funds Transfers
 - o Board Chair
 - o Board Treasurer
 - o Executive Director
 - ~~o Executive Director of Finance & Operations~~
 - o Controller (Contracted)
 - o CFO (Contracted)

6. Granting of Administrative Authority: Executive Director ~~of Finance and Operations~~ is granted administrative authority to execute and update all Cash Management Agreements with First State Bank and Trust and to further grant authority to certain ~~contracted BerganKDV~~ employees to perform activities necessary to carry out bank account-related functions and electronic transfers including, but not limited to:
 - o Payment of employee payroll; federal, state, and unemployment taxes (deductions and/or benefits); and other payroll related deductions and benefits (when appropriate)
 - o Employee Retirement Association (PERA) for deductions and benefits.
 - o Payments, including, but not limited to building lease payments, credit card payments, and other vendor payments (when appropriate).
 - o Other payments authorized by the board of directors.
 - o Monitoring, reconciliation, and management of bank transactional activity
 - o Transfer of funds between the school's bank accounts at [name school bank] Bank.
 - o Investment of excess funds
 - o Execution and release of pledge agreements
 - o Temporary and permanent ACH Limit changes
 - o Management of Positive Pay system

7. Authorization to access Legal Counsel as needed granted to:
 - o Board Chair
 - o Executive Director
 - ~~o Executive Director of Finance and Operations~~
 - o Director of Human Resources
 - o Special Education Director
 - o Division Principals

8. Designation of Official Newspaper (~~required~~~~require~~ for posting of public notices).
 - o Stillwater Gazette

9. Approval of Rates of Pay (substitutes, casual workers, etc.)
 - o Per FY26 Compensation Plan
 - o The Executive Director ~~of Finance and Operations~~ has discretion to adjust these rates on an as-needed basis should the need occur.

ST. CROIX PREPARATORY ACADEMY

Adopted: 5/29/2019

Revised: 11/18/2025

*MSBA/MASA Model Policy 410 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2025*

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to charter school employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the charter school, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five (5) years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the charter school for a total of at least twelve (12) months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the twelve (12) months of employment need not be consecutive, employment

periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the charter school's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address care needs of a covered military member's parent who is incapable of self-care; and
 9. to address other events related to a covered military member that both the employee and charter school agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental

condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code, section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of twelve (12) work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to cover active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the

member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five (5) years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

(1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

(2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the charter school are limited to an aggregate of twelve (12) weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the charter school does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Subparagraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the charter school or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the charter school may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the

employee must submit the medical certification within fifteen (15) days from the date of the request or as soon as practicable under the circumstances.

9. If the charter school has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the charter school's expense. If the opinions of the first and second health care providers differ, the charter school may require certification from a third health care provider at the charter school's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the charter school. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to cover active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the charter school of the need for leave. For all other leaves, employees must give thirty (30) days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the charter school, subject to and in coordination with the health care provider.
11. The charter school may require that a request for leave under Subparagraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the charter school may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the charter school will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the charter school for the cost of the health plan premiums paid by it.
13. The charter school may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The charter school shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Subparagraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed twelve (12) weeks unless agreed to by the charter school. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the charter school so that the total leave does not exceed twelve (12) weeks, unless agreed to by the charter school, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the charter school reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within twelve (12) months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within twelve (12) months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of twenty-six (26) work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of twenty-six (26) work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends twelve (12) months after that date.
4. Eligible spouses employed by the charter school are limited to an aggregate of twenty-six (26) weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The charter school may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within fifteen (15) days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Subparagraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and

IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than twenty (20) percent of the workdays in the leave period may be required to:
 - 1. take leave for the entire period or periods of the planned medical treatment; or
 - 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 - 1. If an instructional employee begins leave for any purpose more than five (5) weeks before the end of a semester and it is likely the leave will last at least three (3) weeks, the charter school may require that the leave be continued until the end of the semester.
 - 2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five (5) weeks of a semester, the charter school may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 - 3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three (3) weeks of the semester and the leave will last more than five (5) working days, the charter school may require the employee to continue taking leave until the end of the semester.
 - 4. If the charter school requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the charter school to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the charter school shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the charter school regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each charter school building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 124E.03 (Applicable Law)
Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: None

ST. CROIX PREPARATORY ACADEMY

Adopted: 8/15/2023

Revised: 12/16/2025

MSBA/MASA Model Policy 515 Charter
Orig. 1995 (ISD)
Orig. 2022 (Charter)
Rev. 2025

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The charter school recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the charter school, pursuant to the requirements of 20 United States Code, section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations, part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minnesota Rules, parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

"Authorized representative" means any entity or individual designated by the charter school, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the charter school, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the charter school.

D. Directory Information

1. "Directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; photograph; date and place of birth; major field of study; dates of attendance; grade level;

enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended.

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the charter school or by a party acting for the charter school.
2. What does not constitute education records. The term "education records" does not include:
 - a. Records of instructional personnel that are:
 - (1) kept in the sole possession of the maker of the record;
 - (2) used only as a personal memory aid;
 - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
 - (4) destroyed at the end of the school year.
 - b. Records of a law enforcement unit of the charter school, provided education records maintained by the charter school are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
 - c. Records relating to an individual, including a student, who is employed by the charter school which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual's capacity as an employee; and
 - (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the charter school who is employed as a result of his or her status as a student are education records.
 - d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the

provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the charter school.

e. Records created or received by the charter school after an individual is no longer a student at the charter school and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of postsecondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student's education;
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or
4. Perform a task directly related to responding to a request for data.

J. Parent

“Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The charter school may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

“Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the charter school reasonably believes knows the identity of the student to whom the education record relates.

L. Record

“Record” means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

“Responsible authority” means the executive director.

N. Student

“Student” includes any individual who is or has been in attendance, enrolled, or registered at the charter school and regarding whom the charter school maintains education records. “Student” also includes applicants for enrollment or registration at the charter school and individuals who receive shared time educational services from the charter school.

O. School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

P. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and

federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a charter school are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a charter school which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and postsecondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the charter school to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Article XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of postsecondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such a student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations, section 99.31(a).

C. Students with a Disability

The charter school shall follow 34 Code of Federal Regulations, sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The charter school shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the charter school shall provide him or her with a copy of the records disclosed; and
 - b. If the parent of a student who is not an eligible student so requests, the charter school shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such a person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. in plain language;
 - b. dated;
 - c. specific in designating the particular persons or agencies the data subject is authorized to disclose information about the data subject;
 - d. specific as to the nature of the information the subject is authorizing to be disclosed;
 - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
 - f. specific as to the purpose or purposes for which the information may

be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, chapter 256B or Minnesota Care under Minnesota Statutes, chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a charter school that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of postsecondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Article V. of this policy.

B. Prior Consent for Disclosure Not Required

The charter school may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

- 1. To other school officials, including teachers, within the charter school whom the charter school determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the charter school has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the charter school would otherwise use employees;
 - b. is under the direct control of the charter school with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;
- 3. To officials of other schools, charter schools, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Article XIX suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, *[insert the following if the charter school has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 120A.22, subdivision 7(c) or section 121A.75. On request, the charter school will provide the parent or eligible

student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Article XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;
 - c. determine conditions for the aid; or
 - d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the charter school that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the charter school shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the charter school enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of

the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the charter school to whom information is disclosed violates this provision, the charter school may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the charter school makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an *ex parte* court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the charter school initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the charter school to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the charter school, the charter school may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the charter school to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the charter school may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Paragraph XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the charter school and/or teachers and school officials in other schools who have

legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the charter school has designated as "directory information" pursuant to Article VII. of this policy;
14. To military recruiting officers and postsecondary educational institutions pursuant to Article XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. to appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals (34 Code of Federal Regulations, part 99.36) and for bona fide epidemiologic investigations which the Commissioner of the Minnesota Department of Health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a

record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by an executive director under Minnesota Statutes, section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other charter school employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by an executive director under Minnesota Statutes, section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other charter school employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the executive director of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition

Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code, section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.
23. When requested, and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

The charter school may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the Commissioner of the Minnesota Department of Health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted; or
4. to appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:
 - a. Minnesota Statutes, section 13.32, subdivision 5; and
 - b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.
2. The charter school may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under Minnesota Statutes, section 13.32.
3. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.
4. When requested, the charter school must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the charter school may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this Article. In addition, under an explicit exclusion from the definition of an "education record," the charter school may release records that only contain information about an individual obtained after he or she is no longer a student at the charter school and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the charter school).

C. Present Students and Parents

The charter school may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the charter school shall give parents and students notice of the right to refuse to let the charter school designate specified data about the student as directory information.
2. The charter school shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the charter school has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the charter school designate any or all of those types of information about the student and/or the parent as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the charter school in writing that he or she does not want any or all of

those types of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the charter school in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Article VI. of this policy.
4. A parent or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the charter school from disclosing or requiring the student to disclose the student's name, ID, or charter school e-mail address in a class in which the student is enrolled; or
 - b. prevent the charter school from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the charter school as directory information.
5. The charter school shall not disclose or confirm directory information without meeting the written consent requirements contained in Paragraph VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The charter school may not disclose private records or their contents except as summary data, or except as provided in Article VI. of this policy, without the prior

written consent of the parent or the eligible student. The charter school will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the charter school pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such a request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
 - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
 - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
 - e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes, sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a charter school updates its enrollment forms in the ordinary course of business, the charter school must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes, chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the charter school. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes, chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the charter school as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The charter school may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the charter school determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the charter school.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other charter school students, charter school employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a. a decision by the charter school, or by the chief attorney for the charter school, not to pursue the civil legal action. However, such investigation may subsequently become active if the charter school or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the charter school maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all charter school records pertaining to the student, including any tests or reports upon which the action proposed by the charter school may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40, *et seq.*

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POSTSECONDARY EDUCATIONAL INSTITUTIONS

A. The charter school will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the charter school, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and postsecondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority *Theresa Seichter, District Office Manager, tseichter@stcroixprep.org* in writing by *November 1st* each year. The written request must include the following information:

1. Name of student and parent, as appropriate;
2. Home address;

3. Student's grade level;
 4. School presently attended by student;
 5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and postsecondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and postsecondary educational institutions.
- D. Annually, the charter school will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and postsecondary educational institutions does not affect the charter school's release of directory information to the rest of the public, which includes military recruiting officers and postsecondary educational institutions. In order to make any directory information about a student private, the procedures contained in Article VII. of this policy also must be followed. Accordingly, to the extent the charter school has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and postsecondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the charter school may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Paragraph A. of this section does not prevent the charter school from disclosing personally identifiable information under Article VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the charter school provided:
 - a. The disclosures meet the requirements of Article VI. of this policy; and
 - b. The charter school has complied with the record-keeping requirements of Article XIII. of this policy.
2. Paragraph A. of this Article does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071.

However, the charter school must provide the notification required in Paragraph XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the charter school.

D. Notification

The charter school shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Article VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations, section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the charter school improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the charter school may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this Article for compliance with the law, this policy, and the various administrative policies of the charter school. The responsible authority shall then promulgate a chart

incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Paragraph VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the charter school discloses personally identifiable information from an education record of a student pursuant to Paragraph XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the charter school;
 - b. the legitimate interests under Article VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Subparagraph VI.B.4. of this policy in accordance with 34 Code of Federal Regulations, section 99.32 and to whom the charter school disclosed information from an education record. The charter school shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Subparagraph XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Subparagraph VI.B.1. of this policy, to requests for disclosures of directory information under Article VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an *ex parte* court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.
4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or the eligible student;
 - b. the school official or his or her assistants who are responsible for the

custody of the records; and

- c. the parties authorized by law to audit the record-keeping procedures of the charter school.
5. The charter school shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the charter school disclosed the information.
 6. The record of requests and disclosures shall be maintained with the education records of the student as long as the charter school maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The charter school shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the charter school to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Article VIII. of this policy.

B. Response to Request for Access

The charter school shall respond to any request pursuant to Paragraph A. of this Article immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Paragraph A. of this Article includes:

1. The right to a response from the charter school to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the charter school shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the charter school a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the charter school shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The charter school may presume that either parent of the student has authority to inspect or review the education records of a student unless the charter school has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The charter school shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the charter school shall consider the following:
 - a. the cost of materials, including paper, used to provide the copies;
 - b. the cost of the labor required to prepare the copies;
 - c. any schedule of standard copying charges established by the charter school in its normal course of operations;
 - d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and
 - e. mailing costs.
2. If one hundred (100) or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than twenty-five (25) cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained

in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the charter school amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the charter school to make. The request shall be signed and dated by the requestor.
2. The charter school shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the charter school decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Paragraph B. of this section.

B. Right to a Hearing

If the charter school refuses to amend the education records of a student, the charter school, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Paragraph C. of this Article.

1. If, as a result of the hearing, the charter school decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the charter school decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the charter school, or both.
3. Any statement placed in the education records of the student under Paragraph B. of this Article shall:
 - a. be maintained by the charter school as part of the education records of the student so long as the record or contested portion thereof is maintained by the charter school; and
 - b. if the education records of the student or the contested portion thereof is disclosed by the charter school to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the charter school has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the charter school who does not have a direct interest in the outcome of the

hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Paragraphs A. and B. of this Article and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The charter school shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes, chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means the executive director.
- C. Any request by an individual with a disability for reasonable modifications of the charter school's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The charter school may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The charter school shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely

to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the charter school to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the charter school has determined to have legitimate educational interests; and
6. That the charter school forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The charter school shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The charter school shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the charter school shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the executive director's office.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)

Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
 Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
 Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
 Minn. Stat. Ch. 256L (MinnesotaCare)
 Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
 Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
 Minn. Stat. § 363A.42 (Public Records; Accessibility)
 Minn. Stat. § 480.40 (Personal Information, Dissemination)
 Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
 Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
 18 U.S.C. § 2331 (Definitions)
 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
 25 U.S.C. § 5304 (Definitions – Tribal Organization)
 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
 Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References:

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
 MSBA/MASA Model Policy 520 (Student Surveys)
 MSBA/MASA Model Policy 711 (Video Recording on School Buses)
 MSBA/MASA Model Policy 722 (Public Data Requests)
 MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
 MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Resources

U.S. Department of Education: *FAQs on Photos and Videos under FERPA | Protecting Student Privacy* (012325)

 U.S. Department of Education: *Letter to Wachter Regarding Surveillance Video of Multiple Students | Protecting Student Privacy* (012325)

 U.S. Department of Education: *School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA) | Protecting Student Privacy* (012325)

 U.S. Department of Education: *Protecting Student Privacy While Using Online Educational Services: Requirements and Best Practices | Protecting Student Privacy* (102325)

 U.S. Department of Education: *FERPA/IDEA Crosswalk | Protecting Student Privacy* (012325)

 U.S. Department of Education: *What is the Protection of Pupil Rights Amendment? | Protecting Student Privacy* (012325)

Minnesota Department of Health: *The Family Educational Rights and Privacy Act (FERPA) and Immunization Data (including Possible School Consent Language for Sharing Immunization Data with Registries)*

ST. CROIX PREPARATORY ACADEMY

Adopted:

MSBA/MASA Model Policy 621

Orig. 2023

Revised: 10/21/2025

Rev. 2025 (October)

621 LITERACY AND THE READ ACT

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.
- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and

academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through an MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.

- G. "Oral language," also called "expressive language" or "receptive language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, by February 15 each year, and again within the last six weeks of the school year. The screener must be one of the screening tools approved by MDE.
- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.

- C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and
 - 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.
- E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.
- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.
- C. For students enrolled in dual language immersion programs:
 - 1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under paragraph A above;
 - 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;

3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
 4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
 5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.
- D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who are not reading at grade level must be screened for reading difficulties, including characteristics of dyslexia, using a screening tool approved by MDE and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- E. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner ("Commissioner") by June 15 in the form and manner determined by the Commissioner.
- F. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under paragraph (a), the report must include:
1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;
 2. the number of students universally screened for that reporting year;
 3. the number of students demonstrating characteristics of dyslexia for that year; and
 4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.

- C. The charter school must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. If the school district purchases a new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.
- F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner by June 15 each year. The plan must be consistent with the Read Act, and include the following:
 - 1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 - 2. a process to notify and involve parents;
 - 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;

4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
5. identification of staff development needs, including a plan to meet those needs;
6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;
7. a statement of whether the school district has adopted an MTSS framework;
8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 9. the number of teachers and other staff that have completed training approved by the department;
 10. the number of teachers and other staff proposed for training in structured literacy;
 11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;
 12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; and
 13. beginning on December 31, 2025, for a district with a dual language immersion program:
 - a. the program's partner language;
 - b. grade levels included in the program;
 - c. the language used to screen students' foundational reading skills;
 - d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and
 - e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.
- B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner using the template developed by the Commissioner.
- C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

- A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:

1. reading intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;
 4. curriculum directors;
 5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;
 6. employees who select literacy instructional materials for a district; and
 7. teachers holding English as a second language teaching licenses.
- B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:
1. teachers who provide foundational reading instruction to students in grades 4 to 12;
 2. teachers who provide instruction to students in a state-approved alternative program; and
 3. teachers who provide instruction to students in dual language immersion programs.

The Commissioner may grant a school district an extension to these deadlines.

- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.
- D. Training provided by the following may satisfy the professional development requirements under this Article:
1. a certified trained facilitator; or
 2. a training program that MDE has determined meets the professional development requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The charter school must provide training programs on evidence-based structured reading instruction to teachers and instructional staff in accordance with Minnesota Statutes, section 120B.12, subdivision 1, paragraphs (b) and (c). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.

- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including academic language development, and build academic literacy; and
 5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

ST. CROIX PREPARATORY ACADEMY

Adopted: 06/26/2018

Revised: 10/15/2022

MSBA/MASA Model Policy 801

Orig. 1995

Rev. 2022

801 EQUAL ACCESS TO SCHOOL FACILITIES

I. PURPOSE

The purpose of this policy is to implement the Equal Access Act by granting equal access to secondary school facilities for students who wish to conduct a meeting for religious, political, or philosophical purposes during noninstructional time.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is not to deny equal access or a fair opportunity to, or to discriminate against, any students who wish to conduct a meeting, on the basis of the religious, political, philosophical, or other content of the speech at such meetings.
- B. The school board has created a limited open forum for students enrolled in secondary schools during which noncurriculum-related student groups shall have equal access and a fair opportunity to conduct meetings during noninstructional time.
- C. Student use of facilities under this policy does not imply school district sponsorship, approval, or advocacy of the content of the expression at such meetings.
- D. The school district retains its authority to maintain order and discipline on school premises, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.
- E. In adopting and implementing this equal access policy, the school district will NOT:
 - 1. influence the form or content of any prayer or other religious activity;
 - 2. require any person to participate in prayer or other religious activity;
 - 3. expend public funds beyond the incidental cost of providing the space for student-initiated meetings;
 - 4. compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee;
 - 5. sanction meetings that are otherwise unlawful;
 - 6. limit the rights of groups of students based on the size of the group;
 - 7. abridge the constitutional rights of any person.

III. DEFINITIONS

- A. "Limited open forum" means that the school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.
- B. "Meeting" includes activities of student groups which are permitted under a limited open forum and are not directly related to the school curriculum. Distribution of literature does not constitute a meeting protected by the Equal Access Act.
- C. "Noninstructional time" means time set aside by the school before actual classroom

instruction begins or after actual classroom instruction ends, including such other periods that occur during the school day when no classroom instruction takes place.

- D. "Sponsorship" includes the act of promoting, leading, or participating in a meeting. The assignment of a school employee for custodial, observation, or maintenance of order and discipline purposes does not constitute sponsorship of the meeting.
- E. "Secondary school" means any school with enrollment of pupils ordinarily in grades 7 through 12 or any portion thereof.

IV. FAIR OPPORTUNITY CRITERIA

Schools in this school district shall uniformly provide that:

- A. A meeting held pursuant to this policy is voluntary and student-initiated;
- B. There is no sponsorship of the meeting by the school or its agents or employees;
- C. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- D. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- E. Nonschool persons may not direct, control, or regularly attend activities of student groups.

V. PROCEDURES

- A. Any student who wishes to initiate a meeting under this policy shall apply to the principal of the building at least 48 hours in advance of the time of the activity or meeting. The student must agree to the following:
 - 1. All activities or meetings must comply with existing policies, regulations, and procedures that govern operation of school-sponsored activities.
 - 2. The activities or meetings are voluntary and student-initiated. The principal may require assurances of this fact.
- B. Student groups meeting under this policy must comply with the following rules:
 - 1. Those attending must not engage in any activity that is illegal, dangerous, or which materially and substantially interferes with the orderly conduct of the educational activities of the school. Such activities shall be grounds for discipline of an individual student and grounds for a particular group to be denied access.
 - 2. The groups may not use the school name, school mascot name, school emblems, the school district name, or any name that might imply school or district sponsorship or affiliation in any activity, including fundraising and community involvement.
 - 3. The groups must comply with school policies, regulations and procedures governing school-sponsored activities.
- C. Students applying for use of school facilities under this policy must provide the following information to the principal: time and date of meeting, estimated number of students in attendance, and special equipment needs.

- D. The building principal has responsibility to:
 - 1. Keep a log of application information.
 - 2. Find and assign a suitable room for the meeting or activity. The number of students in attendance will be limited to the safe capacity of the meeting space.
 - 3. Note the condition of the facilities and equipment before and after use.
 - 4. Assure proper supervision. Assignment of staff to be present in a supervisory capacity does not constitute school district sponsorship of the meeting or activity.
 - 5. Assure that the meeting or activity does not interfere with the school's regular instructional activities.
- E. The school district shall not expend public funds for the benefit of students meeting pursuant to this policy beyond the incidental cost of providing space. The school district will provide no additional or special transportation.
- F. Nonschool persons may not direct, conduct, control, or regularly attend meetings and activities held pursuant to this policy.
- G. School district employees or agents may not promote, lead, participate in, or otherwise sponsor meetings or activities held pursuant to this policy.
- H. A copy of this policy and procedures shall be made available to each student who initiates a request to use school facilities.

Legal References: 20 U.S.C. §§ 4071-74 (Equal Access Act)
 20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)
Board of Educ. of Westside Community Schools v. Mergens, 496 U.S. 226 (1990)
Good News Club v. Milford Central School, 533 U.S. 98 (2001)
Child Evangelism Fellowship of Minnesota v. Special Sch. Dist. 1, 690 F.3d 996 (8th Cir. 2012)
Child Evangelism Fellowship of Minnesota v. Elk River Area School Dist. 728, 599 F.Supp. 2d 1136 (D. Minn. 2009)

Cross References: MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

The Purpose, General Statement of Policy, Definitions, and Fair Opportunity Criteria sections reflect the language and requirements of the Equal Access Act and so should be adopted as written. School Boards have discretion to adopt reasonable procedures to implement the Act, however. We have provided a section on Procedures as a model.