St. Croix Preparatory Academy
Board Meeting Agenda
November 18, 2025

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     214 - Out-of-State Travel by Charter School Board Members
     401 - Equal Employment Opportunity
     406 - Public and Private Personnel Data
     410 - Family and Medical Leave Policy
     411 - Group Health Insurance Coverage
     413 - Harassment and Violence
     417 - Chemical Use and Abuse
     418 - Drug-Free Workplace
     419 - Tobacco-Free Environment
     426 - Nepotism - Charter Schools
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        512 - School Sponsored Student Publications and Activities
        514 - Bullying Prohibition Policy
        515 - Protection and Privacy of Pupil Records
        516 - Student Medication and Telehealth
        521 - Student Disability Nondiscrimination
        522 - Title IX Sex Nondiscrimination Policy, Grievance, Procedure and Process

524 - Internet, Technology and Cell Phone Acceptable Use and Safety Policy
524.5 - Personal Electronic Communication Devices
526 - Hazing Prohibition Policy
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6. Adjourn Meeting

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2025-2026 Calendar

Board Approved: 02/06/24

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

July 2025

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

T0/S0

August 2025

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

T14/S9

September 2025

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

T21/S20

October 2025

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

T21/S19

November 2025

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

T18/S17

December 2025

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

T15/S15

January 2026

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

T20/S18

February 2026

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

T20/S19

March 2026

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

T17/S16

April 2026

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

T21/S21

May 2026

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

T17/S16

June 2026

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

T0/S0

School Day

No School Day for LS Only

No School Day/ No Students Day/ OFFICES CLOSED

Quarter 1 = 40	Quarter 2 = 40	Semester 1 = 80	Quarter 3 = 46	Quarter 4 = 44	Semester 2 = 90
189 New Staff Days	185 Returning Staff Days	170 MS/US Student Days	163 LS Student Days		

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SCPA School Board Minutes October 21, 2025

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

Members Absent: None

Remote Board Members: None

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

Board Clerk: Janel Coleman

A. Call to order: T. Gulbransen called the meeting to order at 6:00 PM.

B. Open Forum - None

C. SCPA Board Meetings Calendar 2025-2026 - Updated October 2025

i. Motion to Approve
ii. Second:
iii. Approved: All

D. **Consent Agenda**

a. Board Minutes

i. September 16, 2025 Minutes

b. Executive Directors' Reports

1. Executive Director's Report October 2025 - J. Fuchs

c. Governance Policies for Approval - 1st and 2nd Reading

1. These policies were identified as mandatory by an MSBA legal audit but were found to be missing from SCPA policies. Because all of these policies are newly created, there is no redlined version to edit.

i. 402 — Disability Nondiscrimination Policy

ii. 412 — Expense Reimbursement (technical edits only)

iii. 520 — Student Surveys

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iv. 531 — Pledge of Allegiance (technical edits only)

v. 532 — Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds

vi. 534 — School Meals Policy (approve redline edits)

vii. 601 — Charter School Curriculum and Instruction Goals

viii. 603 — Curriculum Development

ix. 612.1 — Development of Parent and Family Engagement Policies for Title I Programs

x. 616 — Charter School System Accountability

xi. 620 — Credit for Learning

xii. 903 — Visitors to Charter School Buildings and Sites

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

E. **Agenda**

a. Human Resources Report October 2025 - T. Smith

b. Board Benefit and MNPFL Update

1. Motion to approve: Approve changing Life, AD&D, and LTD carrier from Principal to MetLife; Approve selecting MetLife as the MNPFL equivalent plan administrator in lieu of the state's default administrator (DEED) starting Jan. 1, 2026 - J. Johnson
2. Second: D. Smith
3. Approved: All

c. Fall Academic Coordinators Bi-Annual Report 2025

i. Updated QComp Lower School Goal form 2526

1. Motion to Approve QComp changes: M. Adams
2. Second: A. Galati
3. Approved: All

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ii. 2425 CACR Annual Summary Report

d. Activities Department Report - Quarterly - K. Seim

e. Foundation Update

i. School Board Advertising Request - Prep Fund

1. Motion to Approve: R. Thorson
2. Second: H. Gonzalez
3. Approved: All

f. Emergency Operations Plan - EOP - 2025

1. SCPA has a donor who has pledged $30,000 for the next three years to put toward safety in the school: Intellisee, Crisis Go, iResponse and Reunification. The SCPA Board is deeply grateful for this donation.

g. Annual Report 2425 - J. Fuchs

i. Science MCA scores: SCPA scores were significantly higher than any other in the state.

h. Governance Committee Oct. 7, 2025 Minutes

i. These are additional policies that have been identified as mandatory and need review and substantial changes. Each policy has a redline version and a clean version for your review.

i. Policies (1st Read)

a. 102 - Equal Education Opportunity

b. 214 - Out-of-State Travel by Charter School Board Members

c. 401 - Equal Employment Opportunity

d. 406 - Public and Private Personnel Data

e. 410 - Family and Medical Leave Policy

f. 411 - Group Health Insurance Coverage

g. 413 - Harassment and Violence

h. 417 - Chemical Use and Abuse

i. 418 - Drug-Free Workplace

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j. 419 - Tobacco-Free Environment

k. 426 - Nepotism - Charter Schools

l. 427 - Workload Limits for Certain Special Education Teachers

m. 501 - School Weapons Policy

n. 502 - Search of Student Lockers, Desks, Personal Possessions and Student's Person

o. 506 - Student Discipline

ii. SCPA Board Governance Manual 2024 - Technical Edits

i. Motion to Approve: Charter Advisory Committee as a standing Committee and will be added to the Board Governance Manual - A. Galati
ii. Second: J. Johnson
iii. Approved: All

j. Finance Committee Notes

Adjournment: 8:07 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: November 18, 2025
Report Prepared By: Jenn Fuchs, Ph.D.

Goal 1: Analyze and Evaluate

- Strategic Planning
  - Focus groups finish up this week.
  - Looking forward to the report that compiles the focus group work.
- Safety
  - Two of the MN School Safety Specialists came out for a tour to discuss our safety work and tour the site.
  - One of the Safety Specialists is a former employee and is a member of Bayport FD.
- Action Planning work continues for Administrative Team
  - Each team is working on Goal 2 or 3 of their plan
- Finance Training
  - Completed the first of MASA Finance sessions
    - Focus on scheduling the budgeting process

Goal 2: Operational Leadership

- Seeking a Board member to be a part of the Curriculum Advisory Board
  - **Virtual Meeting November 24, 2025 from 4:30 pm-5:30** pm September moving forward: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.
  - Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.
  - **Virtual Meeting January 26, 2026 from 4:30 pm-5:30 pm** Review evaluation results and prepare recommendations.
  - **Virtual Meeting April 27, 2026 from 4:30 pm-5:30 pm** Finish recommendations to the school board for its input and approval.

- Transportation
    - We have other schools interested in partnering with us for transportation.
    - We have numerous bus companies that have expressed interest in bidding on the RFP.
- Incident IQ (Facilities/IT ticketing and calendaring) is being set up
    - Training for staff will occur at a PD day in January
- Finance Training
    - Administrators are able to access their own budgets
        - Training will continue in Skyward
- Foundation Gathering
    - The first foundation gathering was a great opportunity for people to learn more about the mission and vision for the foundation.
- US News and World Report Recognition has resulted in greater interest than expected at our October Informational Night
    - All 3 Divisions were ranked first among Charters in MN

ST. CROIX PREPARATORY ACADEMY

*Adopted:**1/23/2018***

Revised: 12/17/2024

MSBA/MASA Model Policy 102 Charter
Orig. 2022 (as Charter Policy)
Rev. 2023

102 EQUAL EDUCATIONAL OPPORTUNITY

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the charter school.

II. GENERAL STATEMENT OF POLICY

A. The policy of the charter school is to provide equal educational opportunity for all students. The charter school does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The charter school also makes reasonable accommodation for students with disabilities.

B. The charter school prohibits harassment and discrimination of any individual based on any of the protected classifications listed above. For information about the types of conduct that constitute violation of the charter school's policy on harassment and violence and the charter school's procedures for addressing such complaints, refer to the charter school's policy on harassment and violence (Policy 413).

C. The charter school prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the charter school's corresponding procedures for addressing disability discrimination complaints, refer to the charter school's policy on student disability nondiscrimination (Policy 521).

D. The charter school prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and charter school's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the charter school's policy on Title IX sex nondiscrimination (Policy 522).

E. The charter school shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

F. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.

G. Every charter school employee shall be responsible for complying with this policy.

H. Any student, parent, or guardian having a question regarding this policy should discuss it with the appropriate charter school official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the executive director.

Legal References: Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)
42 U.S.C. § 2000d *et seq*. (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

ST. CROIX PREPARATORY ACADEMY

Adopted: ***5/15/2018***

Revised:_____

MSBA/MASA Model Policy 214 Charter
Orig. 2005 (as ISD Policy)
Orig. 2022 (as Charter Policy)

214 OUT-OF-STATE TRAVEL BY CHARTER SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to control out-of-state travel by charter school board members as required by law.

II. GENERAL STATEMENT OF POLICY

Charter school board members have an obligation to become informed on the proper duties and functions of a charter school board member, to become familiar with issues that may affect the charter school, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and charter school policies that relate to their functions as charter school board members. Occasionally, it may be appropriate for charter school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the charter school board finds it proper for charter school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as charter school board members. Travel to regional or national meetings of the National Charter School Boards Association is presumed to fulfill this purpose. Travel to other out-of-state meetings for which the member intends to seek reimbursement from the charter school should be preapproved by the charter school board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary charter school-related expenses.

V. REIMBURSEMENT

A. Requests for reimbursement must be itemized on the official charter school form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

B. Automobile travel shall be reimbursed at the mileage rate set by the Internal Revenue Service. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

C. Amounts to be reimbursed shall be within the charter school board's approved budget allocations, including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The Chief Operating Officer shall develop a schedule of reimbursement rates for charter school business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The Chief Operating Officer shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 124E.07 (Board of Directors)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

Cross References: MSBA/MASA Model Policy 212 (Charter School Board Member Development)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

ST. CROIX PREPARATORY ACADEMY

Adopted: ***12/17/24***

*Revised:*_____

MSBA/MASA Model Policy 401 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)

401 EQUAL EMPLOYMENT OPPORTUNITY

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity to all applicants for employment and for all St. Croix Preparatory Academy (SCPA) employees.

II. GENERAL STATEMENT OF POLICY

A. The policy of SCPA is to provide equal employment opportunities for all applicants and employees. SCPA does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The charter school also makes reasonable accommodations for disabled employees.

B. SCPA prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and SCPA's internal procedures for addressing complaints of harassment, please refer to SCPA's policy on harassment and violence.

C. This policy applies to all areas of employment, including hiring, discharge, promotion, compensation, facilities, or privileges of employment.

D. Every SCPA employee shall be responsible for following this policy.

E. Any person having a question regarding this policy should discuss it with the Human Resource Director.

Legal References:
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e *et seq.* (Equal Employment Opportunities; Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

Cross References:
MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 405 (Veteran's Preference)
MSBA/MASA Model Policy 413 (Harassment and Violence)

ST. CROIX PREPARATORY ACADEMY

Adopted: ***11/15/2011*** *MSBA/MASA Model Policy 406 Charter*
Orig. 1995 (as ISD Policy)
Revised:_____ *Orig. 2022 (as Charter Policy)*

406 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

The purpose of this policy is to provide guidance to charter school employees as to the data the charter school collects and maintains regarding its employees, volunteers, independent contractors, and applicants ("personnel").

II. GENERAL STATEMENT OF POLICY

A. All data on individuals collected, created, received, maintained, or disseminated by the charter school, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the charter school.

B. All other data on individuals is private or confidential.

III. DEFINITIONS

A. "Confidential" means the data are not public and are not accessible to the subject.

B. "Finalist" means an individual who is selected to be interviewed by the charter school board for a position.

C. "Parking space leasing data" means the following government data on an applicant for, or lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.

D. "Personnel data" means government data on individuals maintained because they are or were employees, applicants for employment, volunteers, or independent contractors for the school. Personnel data include data submitted by an employee to the school as part of an organized self-evaluation effort by the school to request suggestions from all employees on ways to cut costs, make the school more efficient, or to improve school operations.

E. "Private" means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.

F. "Protected health information" means individually identifiable health information as defined in 45 Code of Federal Regulations, section 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 Code of Federal Regulations, Parts 160, 162 and 164. "Protected health information" excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, employment records held by a school in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.

G. "Public" means that the data is available to anyone who requests it.

H. "Public officials" means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as executive director and principals and in a charter school, individuals employed in comparable positions.

IV. PUBLIC PERSONNEL DATA

A. The following information on current and former employees, volunteers, and independent contractors of the charter school, is public:

1. name;

2. employee identification number, which may not be the employee's Social Security number;

3. actual gross salary;

4. salary range;

5. terms and conditions of employment relationship;

6. contract fees;

7. actual gross pension;

8. the value and nature of employer-paid fringe benefits;

9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;

10. job title;

11. bargaining unit;

12. job description;

13. education and training background;

14. previous work experience;

15. date of first and last employment;

16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;

17. the final disposition of any disciplinary action, as defined in Minnesota Statutes, section 13.43, subdivision. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school;

18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including Executive Director buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than $10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;

19. work location;

20. work telephone number;

21. badge number;

22. work-related continuing education;

23. honors and awards received; and

24. payroll time sheets or other comparable data that are used only to account for an employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on current and former applicants for employment by the charter school is public:

1. veteran status;

2. relevant test scores;

3. rank on eligible list;

4. job history;

5. education and training; and

6. work availability.

C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the school board to be finalists for public employment.

D. Applicants for appointment to a public body.

1. Data about applicants for appointment to a public body collected by the charter school as a result of the applicant's application for employment are private data on individuals except that the following are public:

a. name;

b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;

c. education and training;

d. employment history;

e. volunteer work;

f. awards and honors;

g. prior government service;

h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes, section 15.0597; and

i. veteran status.

2. Once an individual is appointed to a public body, the following additional items of data are public:

   a. residential address;

   b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;

   c. first and last dates of service on the public body;

   d. the existence and status of any complaints or charges against an appointee; and

   e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

E. Regardless of whether there has been a final disposition as defined in Minnesota Statutes, section 13.43, subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statutes, section 13.43, subdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources. Data relating to a complaint or charge against a public official is public only if:

1. the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or

2. potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement

Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

A. All other personnel data not listed in Article IV are private data will not be otherwise released unless authorized by law.

B. Data pertaining to an employee's dependents are private data on individuals.

C. Data created, collected, or maintained by the school to administer employee assistance programs are private.

D. Parking space leasing data with regard to data on individuals are private.

E. An individual's checking account number is private when submitted to a government entity.

F. Personnel data must be disseminated to labor organizations to the extent necessary to conduct elections, investigate and process grievances, and implement the provisions of Minnesota Statutes, chapters 179 and 179A. Personnel data shall be disseminated to

labor organizations and the Minnesota Bureau of Mediation Services ("BMS") to the extent the dissemination is ordered or authorized by the Commissioner of the BMS. Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.

The home addresses, non-employer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the charter school to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.

G. The school may display a photograph of a current or former employee to prospective witnesses as part of the school's investigation of any complaint or charge against the employee.

H. The school may, if its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:

1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;

2. a prepetition screening team conducting an investigation of the employee under Minnesota Statutes, section 253B.07, subdivision 1; or

3. a court, law enforcement agency, or prosecuting authority.

I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of a crime or alleged crime committed by an employee.

J. A complainant has access to a statement provided by the complainant to the school in connection with a complaint or charge against an employee.

K. When allegations of sexual or other types of harassment are made against an employee, the employee does not have access to data that would identify the complainant or other witnesses if the responsible authority determines that the employee's access to that data would:

1. threaten the personal safety of the complainant or a witness; or

2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

L. The school must report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") or the Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by Minnesota

Statutes, section 122A.20, subdivision 2, and shall, upon written request from the licensing board having jurisdiction over license, provide the licensing board with information about the teacher or administrator from the school's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota Statutes, section 122A.20, subdivision 2.

M. Private personnel data shall be disclosed to the Minnesota Department of Employment and Economic Development for the purpose of administration of the unemployment insurance program under Minnesota Statutes, chapter 268.

N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes, chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the MDE Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.

O. The school shall release to a requesting school or school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if

1. an investigation conducted by or on behalf of the school or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or

2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school or school requesting the data after the employee applies for employment with that school or school and the data remain classified as provided in Minnesota Statutes, chapter 13.

Data that are released under this paragraph must not include data on the student.

P. Data submitted by an employee to the school as part of an organized self-evaluation effort by the school to request suggestions from all employees on ways to cut costs, make the school more efficient, or improve the school operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.

Q. Protected health information, as defined in 45 Code of Federal Regulations, Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required by law.

R. Personal home contact information for employees may be used by the school to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school or government entity.

S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with

another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.

T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or when the Commissioner of MDE makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4 or 35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section 13.41, subdivision 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes, section 123B.03, a school board or other school hiring authority must contact PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school must disseminate to another school private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school seeks the information because the subject of the data has applied for employment with the requesting school.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minnesota Statutes, chapter 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

The school shall change the classification of data in its possession if it is required to do so to comply with either judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The charter school has designated the Executive Director as the authority responsible for personnel data.

The responsible authority, or a charter school employee if so designated, shall serve as the school's data practices compliance official and, as such, shall be the HR Director and the Data Compliance Officer. If you have any questions, contact either at 651-395-5900.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data)
Minn. Stat. § 13.41 (Licensing Data – Public Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Employment)

Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts)
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)
Minn. Stat. § 253B.07 (Judicial Commitment: Preliminary Procedures)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. Ch. 268 (Unemployment Insurance)
Minn. R. Pt. 1205 (Data Practices)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160, 162 and 164 (HIPAA Regulations)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in Charter School Board Meetings/Complaints about Persons at Charter School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

ST. CROIX PREPARATORY ACADEMY

Adopted: ***5/29/2019*** *MSBA/MASA Model Policy 410 Charter*

Orig. 1995 (as ISD Policy)

*Revised:*_____ *Orig. 2022 (as Charter Policy)*

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: 4/21/2015 *MSBA/MASA Model Policy 411 Charter*
Orig. 1995 (as ISD Policy)
Revised:_____ *Orig. 2023 (as Charter Policy)*

411 GROUP HEALTH INSURANCE COVERAGE

I. PURPOSE

The purpose of this policy is to comply with the provisions of Minnesota law applicable to charter schools that procure group health insurance coverage for their employees.

II. GENERAL STATEMENT OF POLICY

A. This policy informs charter school employees of the charter school's policy for purchasing group health insurance coverage.

B. A charter school with at least 25 employees shall request group health insurance coverage proposals and fulfill the proposal and notification processes set forth in this policy.

B. A board of directors of a charter school with employees organized under Minnesota Statutes, section 124E.12, subdivision 3 must comply with Minnesota Statutes, section 471.6161 governing group insurance.

III. SEALED PROPOSAL PROCESS

A. The charter school must implement a sealed proposal process.

B. The charter school will request sealed proposals for group health insurance from a minimum of three sources at least every two years. The requests will be made at a reasonable time before the date set by the charter school to open the sealed proposals.

C. All sealed proposals will be opened on the date set by the charter school. This date shall be at a reasonable time prior to the plan's renewal date.

D. The charter school administration will recommend the bid that appears to be in the charter school's interest to the charter school board. The charter school may reject any or all of the proposals submitted.

E. The charter school administration will notify employees covered under the group health insurance coverage before the effective date of changes in the group coverage policy contract.

F. Upon opening the proposals according to this policy, the proposals become public data under Minnesota Statutes, chapter 13.

Legal References: Minn. Stat. Ch. 13 (Government Data Practices)
Minn. Stat. § 124E.12 (Employment)
Minn. Stat. § 471.6161 (Group Insurance; Governmental Units)

Cross References: None

ST. CROIX PREPARATORY ACADEMY

Adopted: ***9/16/2015***

*Revised:*_____

MSBA/MASA Model Policy 413 Charter
Orig. 2022 (as Charter policy)
Rev. 2025

413 HARASSMENT AND VIOLENCE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the charter school is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school prohibits any form of harassment or violence on the basis of Protected Class.

B. A violation of this policy occurs when any student, teacher, administrator, or other charter school personnel harasses a student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the charter school.)

C. A violation of this policy occurs when any student, teacher, administrator, or other charter school personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel based on a person's Protected Class.

D. The charter school will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school personnel found to have violated this policy.

III. DEFINITIONS

A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;

2. the intentional infliction of or attempt to inflict bodily harm upon another; or

3. the threat to do bodily harm to another with present ability to carry out the threat.

B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive

working or academic environment;

2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. otherwise adversely affects an individual's employment or academic opportunities.

C. "Immediately" means as soon as possible but in no event longer than twenty-four (24) hours.

D. Protected Classifications; Definitions

1. "Disability" means, with respect to an individual who

a. has a physical sensory or mental impairment that materially limits one or more major life activities of such individual;

b. has a record of such an impairment;

c. is regarded as having such an impairment; or

d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

2. "Familial status" means the condition of one or more minors having legal status or custody with:

a. the minor's parent or parents or the minor's legal guardian or guardians; or

b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.

4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.

5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.

6. "Sexual orientation" means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

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

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

F. Sexual Harassment; Definition

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

a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

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

a. unwelcome verbal harassment or abuse;

b. unwelcome pressure for sexual activity;

c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other charter school personnel to avoid physical harm to persons or property;

d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota

Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

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

   a. touching, patting, grabbing, or pinching another person's intimate parts;

   b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;

   c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or

   d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

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

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other charter school personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel should report the alleged acts immediately to an appropriate school official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The charter school encourages the reporting party or complainant to use the report form available from the executive director, principal, or building supervisor or available from the school office, but oral reports shall be considered complaints as well.

C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a charter school human rights officer or to the executive director. If the complaint involves the building report taker, the complaint shall be made or filed directly with the executive director or the school human rights officer by the reporting party or complainant.

D. <u>In Each School Building</u>

The executive director, building principal, or the principal's designee (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult charter school personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the executive director or the charter school human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall

serve as a primary contact on policy and procedural matters.

E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. Charter school personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

F. Upon receipt of a report, the building report taker must notify the charter school human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within twenty-four (24) hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

G. In the Charter School

The charter school board hereby designates the Human Resources Manager as the Academy official charter school human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves the Human Resources Manager human rights officer, the complaint shall be filed directly with the Executive Director. The Human Resources Manager may be reached at:

Mailing address: St. Croix Preparatory Academy,
4260 Stagecoach Trail N,
Stillwater, MN 55082
Telephone: 651-395-5903

H. The charter school shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

J. Use of formal reporting forms is not mandatory.

K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

L. The charter school will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.

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

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

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

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

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

V. INVESTIGATION

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

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

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

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

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

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

VI. CHARTER SCHOOL ACTION

A. Upon completion of an investigation that determines a violation of this policy has occurred, the charter school will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school policies and regulations.

B. The school is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the charter school. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

U.S. Department of Education
Office for Civil Rights, Denver Office
Cesar E. Chavez Memorial Building
1244 Speer Boulevard, Suite 310
Denver, CO 80204-3582
Tel: 303-844-5695
Email: OCR.Denver@ed.gov

MN Department of Human Rights
Griggs Midway Building
540 Fairview Ave N, Suite 201
St. Paul, MN 55104
Tel: 651-539-1100/ Toll-free: 1-800-657-3704

Email: Info.MDHR@state.mn.us

Equal Employment Opportunity Commission
Towle Building
330 S. 2nd Avenue, Suite 720
Minneapolis, MN 55401
Tel: 1-800-669-4000
Fax: 612-335-4044

IX. HARASSMENT OR VIOLENCE AS ABUSE

A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes, chapter 260E may be applicable.

B. Nothing in this policy will prohibit the charter school from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall be conspicuously posted throughout each charter school building in areas accessible to students and staff members.

B. This policy shall be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school.

C. This policy shall appear in the student handbook.

D. The charter school will develop a method of discussing this policy with students and employees.

E. The charter school may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.

F. This policy shall be reviewed at least annually for compliance with state and federal law.

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

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)

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

ST. CROIX PREPARATORY ACADEMY

Adopted: **11/19/2024**

Revised:_____

MSBA/MASA Model Charter Policy 417
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy
Rev. 2025

417 CHEMICAL USE AND ABUSE

I. PURPOSE

St. Croix Preparatory Academy ("SCPA") recognizes that chemical use and abuse constitute a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also create significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist SCPA in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of controlled substances, toxic substances, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in accordance with charter school policies with respect to a Drug-Free Workplace/Drug-Free School.

B. SCPA shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.

C. Every charter school that participates in a charter school chemical abuse program shall establish and maintain in every school a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

D. The charter school shall establish a drug-free awareness program for its employees.

III. DEFINITIONS

A. "Chemical abuse," as applied to students, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the minor's normal function in academic, school, or social activities is chronically impaired.

B. "Controlled substances," as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes, section 152.02 and "marijuana" as defined in Minnesota Statutes, section 152.01, subdivision 9 but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, "controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code, section 812, including analogues and look-alike drugs.

C. "Drug prevention" means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.

D. "Teacher" means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff

including executive directors, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

IV. STUDENTS

A. Charter School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the charter school student discipline policy.

B. Programs and Activities

1. SCPA shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.

2. As part of its drug-free programs, the charter school may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

C. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance

1. A teacher in a nonpublic school participating in a charter school chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.

2. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals may be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40-121A.56, and proposed for expulsion.

3. Searches by charter school officials in connection with the use, possession, or transfer of alcohol or a controlled substance will be conducted in accordance with school board policies related to search and seizure.

4. Nothing in Subparagraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.

D. Preassessment Team

1. Every school that participates in a charter school chemical abuse program shall establish a chemical abuse preassessment team designated by the executive director or designee. The team must be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff. For schools that do not have a chemical abuse program and team, the executive director or designee will assign these duties to a designated charter school employee.

2. The team is responsible for addressing reports of chemical abuse problems

and making recommendations for appropriate responses to the individual reported cases.

3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

E. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes, section 13.32 and applicable federal law and regulations.

2. Destruction of Records

a. If SCPA decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

b. If SCPA decides to provide the student and, in the case of a minor or a dependent student, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the charter school.

c. Destruction of records identifying individual students shall be governed by Subparagraph IV.E.2. notwithstanding Minnesota Statutes, section 138.163 (Preservation and Disposal of Public Records).

F. Consent

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

V. EMPLOYEES

A. The charter school shall establish a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.

2. The charter school's policy of maintaining a drug-free workplace.

3. Available drug counseling, rehabilitation, and employee assistance programs.

4. The penalties that may be imposed on employees for drug abuse violations.

B. The charter school shall notify a federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction occurring in the workplace.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)

Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
Minn. Stat. § 126C.44 (Safe Schools Levy)
Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)Minn. Stat. § 299A.33 (DARE Program)
Minn. Stat. § 466.07, subd. 1 (Indemnification Required)
Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-7122 (Student Support and Academic Enrichment Grants
20 U.S.C. § 5812 (National Education Goals)
20 U.S.C. § 7175 (Local Activities)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
MSBA/MASA Model Policy 416 (Drug, Alcohol, and Cannabis Testing)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

ST. CROIX PREPARATORY ACADEMY

Adopted:**8/15/2023** MSBA/MASA Model Charter Policy 418
Orig. 1995 (as ISD Policy)
Revised:_____ *Orig. 2022 (as Charter Policy*

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other charter school personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the charter school owns, leases, rents, contracts for, or controls.

D. The charter school will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code, section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or

plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the Commissioner of the Minnesota Department of Health ("Commissioner").

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the charter school; or during any period of time such employee is supervising students on behalf of the charter school or otherwise engaged in charter school business.

H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.

J. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes, section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

D. The charter school may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program or a Tribal medical cannabis program as a pupil solely because the patient or person is enrolled in the registry program or a Tribal medical cannabis program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

An employer or a school must provide written notice to a patient at least 14 days before the employer or school takes an action against the patient that is prohibited

under Minnesota Statutes, section 342.57, subdivision 3 or 5. The written notice must cite the specific federal law or regulation that the employer or school believes would be violated if the employer or school fails to take action. The notice must specify what monetary or licensing-related benefit under federal law or regulations that the employer or school would lose if the employer or school fails to take action.

A school or an employer must not retaliate against a patient for asserting the patient's rights or seeking remedies under Minnesota Statutes, section 342.57 or section 152.32.

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the charter school's student medication policy.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substances and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

D. Employees are subject to the charter school's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances, intoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the executive director.

F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes, section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

A. Starting in the 2026-2027 school year, the charter school must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:

1. respect community values and encourage students to communicate with

parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

B. Charter school efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.

C. Notwithstanding any law to the contrary, the charter school shall have a procedure for a parent, a guardian, or an adult student eighteen (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 pursuant to this article. The charter school must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VII. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the charter school's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a charter school federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the charter school. Any employee who

fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and charter school policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:
Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, Subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
MSBA/MASA Model Policy 416 (Drug, Alcohol, and Cannabis Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Resources:
To support the requirements for school districts and charter schools outlined in Minnesota Statute 2024, section 120B.215, subdivision 2, and in accordance with subdivision 1, MDE, in collaboration with MDH, the Minnesota Department of Human Services (DHS), and education experts, has created a

List of Model Cannabis Education Programs for School District and Charter School Consideration.

Schools may choose to implement one of the listed programs or they may implement their own program(s) identified through a local curriculum adoption process by the 2026-27 school year. While it is not required for a school district or charter school to use one of the programs in the list, the list and rubric provided may be useful to school districts and charter schools in their own decision-making process.

Please visit MDE's Health Education webpage for more information.

ST. CROIX PREPARATORY ACADEMY

Adopted: **8/20/2024** MSBA/MASA Model Charter Policy 419
Orig. 1995 (as ISD Policy)
Revised:_____ *Orig. 2022 (as Charter Policy*

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the charter school, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a charter school owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all charter school property and all off-campus events sponsored by the charter school.

B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a charter school owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all charter school property and all off-campus events sponsored by the charter school.

C. The charter school will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

D. The charter school will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The charter school will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. DEFINITIONS

A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery devices include any component part of a product, whether or not marketed or sold separately. Electronic delivery devices exclude drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and

Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.

C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapor aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

F. "Vaping" means using an activated electronic delivery device or heated tobacco product.

IV. EXCEPTIONS

A. A violation of this policy does not occur when an Indian adult lights tobacco on charter school property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.

B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the charter school.

C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

V. VAPING PREVENTION INSTRUCTION

A. The charter school must provide vaping prevention instruction at least once to students in grades 6 through 8.

B. The charter school may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the charter school's locally developed health standards.

VI. ENFORCEMENT

A. All individuals on school premises shall adhere to this policy.

B. Students who violate this tobacco-free policy shall be subject to charter school discipline procedures.

C. Charter school administrators and other school personnel who violate this tobacco-free policy shall be subject to charter school discipline procedures.

D. Charter school action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and charter school policies.

E. Persons who violate this tobacco-free policy may be referred to the building administration or other charter school supervisory personnel responsible for the area or program at which the violation occurred.

F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.

G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

A. This policy shall appear in the student handbook.

B. The charter school will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. § 121A.08 (Smudging Permitted)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Persons Under Age 21)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
MSBA/MASA Model Policy 506 (Student Discipline)

ST. CROIX PREPARATORY ACADEMY

Adopted: 8/15/2017 *MSBA/MASA Model Policy 426 Charter*

Revised:_____ *Orig. 2014 (as Charter Policy)*
Rev. 2024

426 NEPOTISM– CHARTER SCHOOLS

I. PURPOSE

The purpose of this policy is to establish consistent employment guidelines and to prevent situations in which an individual may have or be perceived to have unfair influence over the career development, work assignments, work direction, performance reviews, or compensation of a family member who is also employed by the charter school.

II. GENERAL STATEMENT OF POLICY

The charter school may employ family members of current employees. However, to be hired, transferred, or promoted, close family members may *not* be assigned to the following:

A. Positions where one can influence the employment conditions or career of the other. This includes decisions involving hiring, termination, compensation, performance evaluation, discipline, promotional opportunities, and work assignments; or

B. Positions where one reports to, directs the work of, or otherwise has direct or indirect supervision of another close family member.

III. DEFINITIONS

A. Close Family Member

A close family member means the employee's parent, spouse, child (including adopted child), sibling, grandmother, grandfather, grandchildren, niece, nephew, aunt, uncle, first cousin, all step relatives including stepchild, stepmother, stepfather, stepsister and stepbrother, in-law relationships including father- and mother-in-law, daughter- and son-in-law, brother- and sister-in-law, ward of the employee or employee's spouse, domestic partner, or person cohabitating in the employee's household regardless of the degree of relationship.

B. Direct or Indirect Supervision

Direct or indirect supervision means the authority to make, participate in, or recommend employment- and/or compensation-related decisions involving a close family member, including, but not limited to, decisions concerning hiring, promotion, transfer, discipline, termination, salary, evaluation, grievance resolution, or other similar personnel actions.

IV. APPLICATION TO BOARD MEMBERS

Board members are not considered to have direct or indirect supervision except in situations when they are called upon to act specifically on matters of employment status or compensation for an applicant or employee. In such cases, board members shall abstain from the action when a close family member is involved.

V. NEPOTISM

The board must adopt a nepotism policy that prohibits the employment of immediate family members of a board member, a school employee, or a teacher who provides instruction under a contract between the charter school and a cooperative. The board may waive this policy if: (1) the position is publicly posted for twenty (20) business days; and (2) a two-thirds majority

of the remaining board of directors who are not immediate family members of an applicant vote to approve the hiring. A board member, school employee, or teacher under contract with a cooperative must not be involved in an interview, selection process, hiring, supervision, or evaluation of an employee who is an immediate family member.

VI. EXCEPTIONS; SPECIAL CIRCUMSTANCES

In exceptional circumstances, a direct or indirect supervision relationship may exist between employees who are close family members. Such circumstances may be necessitated by factors such as the unique qualifications or responsibilities of the individuals involved, the lack of other available appropriate supervisory personnel, or whether the position for which the close family member is being considered is temporary in nature. Any exception must be reviewed and approved in writing by the charter school's chief administrator. Any direct or indirect supervision relationship approved by the chief administrator shall be reported to the board of directors. All employment decisions affecting the subordinate employee, including, but not limited to, selection, hiring, discipline, performance review, compensation, or leave, must be assigned to other supervisory personnel or, if no other supervisory personnel exist, to the charter school's board of directors. Exceptions involving the charter school's chief administrator and a close family member of the chief administrator shall be approved in writing by the charter school's board of directors.

VII. ADDRESSING EXISTING CONFLICTS AND CHANGES IN RELATIONSHIP BETWEEN EMPLOYEES

Any charter school employee involved in a direct or indirect supervision relationship with a close family member that existed *prior to* the original approval date of this policy or that arises *after* the adoption of this policy shall promptly notify the charter school's chief administrator of such relationship. The chief administrator shall make suitable arrangements for the transfer of one of the employees, assignment of a different supervisor, or a determination that an exception is necessary under Section V. of this policy. Any direct or indirect supervision relationship approved by the chief administrator under Section V. shall be reported to the board of directors. The chief administrator shall promptly notify the charter school's board of directors of any direct or indirect supervision relationship which arises concerning a close family member of the chief administrator. All such direct or indirect supervision relationships involving the chief administrator shall be resolved by the board of directors in accordance with this policy.

VIII. COMPLIANCE WITH EQUAL OPPORTUNITY AND DISCRIMINATION LAWS

Nothing in this policy shall be construed as discouraging the employment of close family members for positions that do not involve direct or indirect supervision. Nothing in this policy shall be construed to otherwise limit the employment opportunities of any person employed by the charter school.

Legal References: Minn. Stat. § 124E.07, Subd. 6 (Board of Directors)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
42 U.S.C. § 2000e *et seq*. (Title VII of the Civil Rights Act)

Cross References: MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

ST. CROIX PREPARATORY ACADEMY

Adopted: 8/21/2018

MSBA/MASA Model Policy 427 Charter
Orig. 2015 (as ISD Policy) Orig. 2022 (as Charter Policy)
Rev. 2023

*Revised:*_____

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

I. PURPOSE

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services sixty (60) percent or less of the instructional day.

II. DEFINITIONS

A. Direct services

"Direct services" means special education services provided by a special education teacher or a related service professional when the services are related to instruction, including cooperative teaching.

B. Indirect services

"Indirect services" means special education services provided by a special education teacher or a related service professional which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with the pupil to monitor and observe.

C. Special Education Staff; Special Education Teacher

"Special education staff" and "special education teacher" both mean a teacher employed by the charter school who is licensed under the rules of the Minnesota Professional Educator Licensing and Standards Board to instruct children with specific disabling conditions.

D. Workload

"Workload" means a special education teacher's total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

III. GENERAL STATEMENT OF POLICY

A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the Executive Director.

B. In determining workload limits for special education staff, the charter school shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

This policy shall not be construed as a reopening of negotiations between the charter school and the special education teachers' exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the charter school set forth in the Public Employment Labor Relations Act or in the collective bargaining agreement between the school and the special education teachers' exclusive representative.

Legal References: Minn. Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)
Minn. Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions)
Minn. Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

Cross References: MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)

ST. CROIX PREPARATORY ACADEMY

Adopted:8/21/2018

Revised:_____

MSBA/MASA Model Policy 501 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2025

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff, and the public.

II. GENERAL STATEMENT OF POLICY

No student or nonstudent, including adults and visitors, shall possess, use, or distribute a weapon when in a school location except as provided in this policy. The charter school will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. Dangerous weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

B. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

C. "School location" includes any school building or grounds, whether leased, rented, owned, or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the charter school.

D. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

2. No person shall possess, use, or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above

which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the executive director's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the executive director's or principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher, or head coach of the weapon's location.

B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:

1. active licensed peace officers;

2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;

3. persons authorized to carry a pistol under Minnesota Statutes, section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statutes, sections 624.714 or 624.715 or other firearms in accordance with Minnesota Statutes, section 97B.045;

   a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."

   b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with Sections 624.714 and 624.715.

5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;

6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;

7. a gun or knife show held on school property;

8. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or

9. persons who are on unimproved property owned or leased by a child care center, school or charter school unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the charter school does not allow the possession, use, or distribution of weapons by students or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A charter school may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minnesota Statutes, section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION

A. The charter school does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:

1. immediate out-of-school suspension;

2. confiscation of the weapon;

3. immediate notification of police;

4. parent or guardian notification; and

5. recommendation to the Executive Director of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The charter school board may modify this requirement on a case-by-case basis.

C. The appropriate school official shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

D. Administrative Discretion

While the charter school does not allow the possession, use, or distribution of weapons by students, the Executive Director may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.

2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and charter school policies.

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Nonstudents

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another charter school, that charter school may be contacted concerning the policy violation.

2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON AND ACTIVE SHOOTER INCIDENTS IN SCHOOL ZONES

A. The charter school must electronically report to the Commissioner of the Minnesota Department of Education incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes, section 121A.06.

B. The charter school must electronically file an after-action review report for active shooter incidents and active shooter threats to the Minnesota Fusion Center as required under Minnesota Statutes, section 121A.06.

1. "Active shooter incident" means an event involving an armed individual or individuals on campus or an armed assailant in the immediate vicinity of the school.

2. "Active shooter threat" means a real or perceived threat that an active shooter incident will occur.

Legal References:
Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, Subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M., 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 903 (Visitors to Charter School Buildings and Sites)

ST. CROIX PREPARATORY ACADEMY

Adopted:8/21/2018
Revised:_____

MSBA/MASA Model Policy 502 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)

502 SEARCH OF STUDENT LOCKERS, DESKS, PERSONAL POSSESSIONS, AND STUDENT'S PERSON

I. PURPOSE

The purpose of this policy is to provide for a safe and healthful educational environment by enforcing the charter school's policies against contraband.

II. GENERAL STATEMENT OF POLICY

A. Lockers and Personal Possessions Within a Locker

Pursuant to Minnesota statutes, school lockers are the property of the charter school. At no time does the charter school relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

B. Desks

School desks are the property of the charter school. At no time does the charter school relinquish its exclusive control of desks provided for the convenience of students. Inspection of the interior of desks may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.

C. Personal Possessions and Student's Person

The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

D. A violation of this policy occurs when students use lockers and desks for unauthorized purposes or to store contraband. A violation occurs when students carry contraband on their person or in their personal possessions.

III. DEFINITIONS

A. "Contraband" means any unauthorized item possession of which is prohibited by charter school policy and/or law. It includes, but is not limited to, weapons and "look-alikes," alcoholic beverages, controlled substances and "look-alikes," overdue books and other materials belonging to the charter school, and stolen property.

B. "Personal possessions" includes, but is not limited to, purses, backpacks, bookbags, packages, and clothing.

C. "Reasonable scope" means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g., to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

D. "Reasonable suspicion" means that a school official has grounds to believe that the search will result in evidence of a violation of charter school policy, rules, and/or law. Reasonable suspicion may be based on a school official's personal observation, a report from a student, parent or staff member, a student's suspicious behavior, a student's age and past history or record of conduct both in and out of the school context, or other reliable sources of information.

IV. PROCEDURES

A. School officials may inspect the interiors of lockers and desks for any reason at any time, without notice, without student consent, and without a search warrant.

B. School officials may inspect the personal possessions of a student and/or a student's person based on a reasonable suspicion that the search will uncover a violation of law or school rules. A search of personal possessions of a student and/or a student's person will be reasonable in its scope and intrusiveness.

C. As soon as practicable after a search of personal possessions within a locker pursuant to this policy, the school officials must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by police or school officials.

D. Whenever feasible, a search of a person shall be conducted in private by a school official of the same sex. A second school official of the same sex shall be present as an observer during the search of a person whenever feasible.

E. A strip search is a search involving the removal of coverings or clothing from private areas. Mass strip searches, or body cavity searches, are prohibited. Strip searches will be conducted only in circumstances involving imminent danger.

F. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.

G. This policy must be disseminated to parents and students in the way that other policies of general application to students are disseminated. The charter school shall provide a copy of this policy to a student the first time that the student is given the use of a locker.

V. DIRECTIVES AND GUIDELINES

School administration may establish reasonable directives and guidelines which address specific needs of the charter school, such as use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, etc.

VI. SEIZURE OF CONTRABAND

If a search yields contraband, school officials will seize the item and, where appropriate, turn it over to legal officials for ultimate disposition.

VII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing

it shall be subject to discipline in accordance with the charter school's Student Discipline Policy, which may include suspension, exclusion, or expulsion, and the student may, when appropriate, be referred to legal officials.

Legal References: U. S. Const., amend. IV
Minn. Const., art. I, § 10
Minn. Stat. § 121A.72 (School Locker Policy)
New Jersey v. T.L.O., 469 U.S. 325 (1985)
G.C. v. Owensboro Public Schools, 711 F.3d 623 (6th Cir. 2013)

Cross References: MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 506 (Student Discipline)

ST. CROIX PREPARATORY ACADEMY

*Adopted:*_____ *MSBA/MASA Model Policy 506 Charter*
Orig. 2022 (as Charter Policy)
*Revised:*_____ *Rev. 2024 (June)*

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the charter school's expectations for student conduct. Such compliance will enhance the charter school's ability to maintain discipline and ensure that there is no interference with the educational process. The charter school will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the charter school is that a fair and equitable charter school-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of charter school administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the charter school.

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under Minnesota Statutes, sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or charter school administrator and a pupil's parent to withdraw a student from the charter school to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

A. The charter school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the charter school or is awaiting enrollment in a new charter school, the charter school's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The charter school must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the charter school under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new charter school; and

3. the charter school must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the charter school website.

V. AREAS OF RESPONSIBILITY

A. <u>The Charter School Board</u>

The charter school board holds all school personnel responsible for the maintenance of order within the charter school and supports all personnel acting within the framework of this discipline policy.

B. <u>Executive Director</u>

The executive director shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework

of this policy. The executive director shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal

The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

D. Teachers

All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. A teacher, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

E. Other Charter School Personnel

All charter school personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the executive director. A school employee, school bus driver, or other agent of a charter school, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A charter school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

For the purpose of Minnesota Statutes, section 121A.582 (Student Discipline; Reasonable Force), a school resource officer, as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c) is not a school employee or agent of the charter school.

F. Parents or Legal Guardians

Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students

All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members

Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The charter school must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. The charter school must report annually by July 15, in a form and manner determined by the Commissioner of the Minnesota Department of Education ("Commissioner"), data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education (MDE) as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force

and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable charter school policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the charter school. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for charter school purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. Charter school property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the charter school does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the charter school or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the charter school's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the charter school's Student Attendance Policy;

View Attendance Policy

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the charter school's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the charter school's Weapons Policy;

14. Violation of the charter school's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the charter school's Internet Acceptable Use and Safety Policy;

22. Use of a cell phone in violation of the charter school's Internet Acceptable Use and Safety Policy;

23. Violation of school bus or transportation rules or the charter school's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the charter school's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the charter school's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the charter school's Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the charter school by any method including, but not limited to, computer access or other electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other charter school personnel;

36. Violation of the charter school's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other charter school personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

43. Violation of the charter school's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the charter school's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the charter school, which are disruptive of the educational process or dangerous or detrimental to the student or other students, charter school personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the charter school or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The charter school is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The charter school must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The charter school must not withhold recess from a student based on incomplete schoolwork.

E. The charter school must require school staff to make a reasonable attempt to notify a parent or guardian within twenty-four (24) hours of using recess detention.

F. The charter school must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The charter school is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The charter school must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a charter school or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the charter school is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the charter school. At a minimum, violation of charter school code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The charter school shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the charter school. Disciplinary action may include, but is not limited to, one or more of the following:

A. Student conference with teacher, principal, executive director, counselor, or other charter school personnel, and verbal warning;

B. Confiscation by charter school personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any charter school policy, rule, regulation, procedure, or state or federal law. If confiscated by the charter school, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in charter school court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the charter school.

XI. REMOVAL OF STUDENTS FROM CLASS

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other charter school employee to prohibit a student from attending a class or activity for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including charter school employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which is at the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

B. If a student is removed from class more than ten (10) times in a school year, the charter school shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. Procedures for Removal of a Student from a Class.

1. When circumstances warrant, a student may be removed from class upon agreement of the appropriate teacher and the principal or designee. When appropriate, an informal conference with the student may occur before the student is removed from class.

2. The removal from class may be imposed without an informal conference with the student if it appears that the student is creating a substantial disruption or is an immediate danger to themselves, to persons, or property.

3. The removal from class will be documented following the School's standard procedures.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

E. Responsibility for and Custody of a Student Removed from Class.

1. A student removed from class must report directly to the appropriate school office;

2. Staff will come get the student or wait for them in the office based on directions given to the teacher at the time of the report; Designation of how student is to get to designated destination;

3. If the administrator determines there is a safety risk the student will wait in the classroom for an escort to the office;Whether student must be accompanied;

4. Depending on the situation, the teacher may provide the student with work to be completed during the time that s/he is removed from class.; Statement of what student is to do when and while removed;

5. The student will remain with the administrative staff until the situation has been processed and is ready to return to class or go home.

F. Procedures for Return of a Student to a Specific Class from which the Student was Removed.

1. The principal or designee will complete any appropriate follow-up disciplinary consequences and school documentation with the student and determine any steps necessary to readmit the student to class;Specification of procedures;

2. The principal or designee will readmit the student to class upon completion of the determined steps. Actions or approvals required such as notes, conferences, readmission plans.

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. The principal or designee will work together to ensure that parents/guardians are informed of the situation; Specification of Procedures;

2. Parents/guardians will be notified of all significant behavior issues. Actions or approvals required, such as notes, conferences, readmission plans.

H. Students with a Disability; Special Provisions.

1. Students who are currently identified as eligible under the Individuals with Disabilities Education Act (IDEA) or Section 504 will be subject to the provisions of this policy, unless the student's Individualized Education Program (IEP) or 504 Plan specifies a necessary modification; Previous Policy: Procedures for consideration of whether there is a need for further assessment can be found in the school's Total Special Education System manual. *Procedures for consideration of whether there is a need for further assessment;*

2. The principal or designee and the student's case manager will give

consideration of whether there is a need for a review of the adequacy of the current IEP or 504 Plan;

3. *Prior to the initiation of an expulsion or exclusion of a student with an IEP or 504 Plan, the district will follow state and federal laws regarding such a proposal;*
4. *Teachers and staff members who notice a pattern of persistent behaviors may refer a student to the Child Find process. Staff members may also contact the Director of Student Support Services with questions or concerns.*

I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.

1. *The School will establish teacher reporting procedures to the chemical abuse preassessment teach pursuant to Minnesota Statutes section 121A.29.*

J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

A teacher who removes a student from class may complete a request for a student study team review of the following:

1. *Any procedures or services for encouraging early involvement of guardians to improve the student's behavior;*
2. *Any procedures or services determined appropriate for encouraging early detection of behavioral problems;*
3. *Whether the student may need special education services*
4. *The appropriateness of addressing the student's behavior through a chemical abuse preassessment team;*
5. *The appropriateness of any other interventions to improve the student's conduct and behavior.*

XII. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The charter school shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The charter school shall not dismiss any student without attempting to use nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425, is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored

extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including charter school employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

   a. a preschool or prekindergarten program, including an early childhood family education, school readiness, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

   b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the school board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the executive director with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a charter school or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the charter school shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for less than one school day, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan

shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the charter school is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6^{th}) consecutive day of suspension or the tenth (10^{th}) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another charter school or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

   a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

   b. assign the student to attend school on Saturday as supervised by the

principal or the principal's designee; and

c. petition the juvenile court that the student is in need of services under Minnesota Statutes, chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the charter school's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The charter school must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a

legal assistance resource list is available from MDE and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the charter school, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The charter school shall record the hearing proceedings at charter school expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The charter school shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the charter school in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the charter school. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all charter school records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any charter school employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the charter school.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any

evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes, section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The charter school shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The charter school must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the charter school.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal, executive director, or other charter school official may provide additional notification as deemed appropriate.

In addition, the charter school must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a charter school employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the charter school is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable charter school policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the charter school will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the charter school had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the charter school shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;

3. provide a procedure to begin to investigate complaints within three (3) school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;

4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;

5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIII. DISTRIBUTION OF POLICY

The charter school will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XIX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the executive director for consideration by the school board, which shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 and 121A.575 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.611 (Recess and Other Breaks)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124E.03 (Applicable Law)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq*. (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

2024 – 2025 Financial Statement Audit

St. Croix Preparatory Academy

Introduction

- Audit Opinion and Responsibility
- General Fund Results
- Other Governmental Funds
- Key Performance Indicators



Audit Results

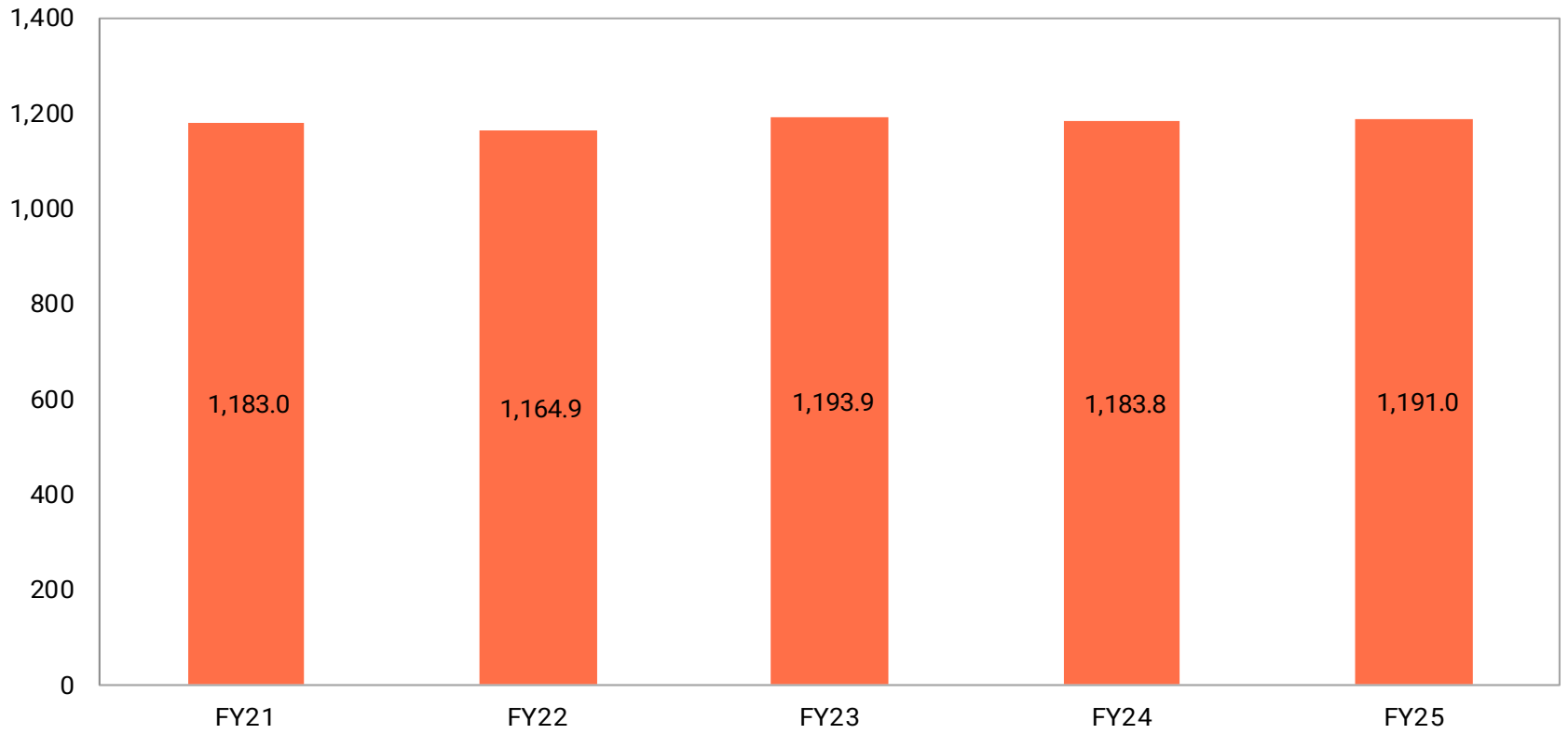
Auditor's Opinion

unmodified Clean Audit Opinion

Minnesota Legal Compliance

No instances of noncompliance

Average Daily Membership

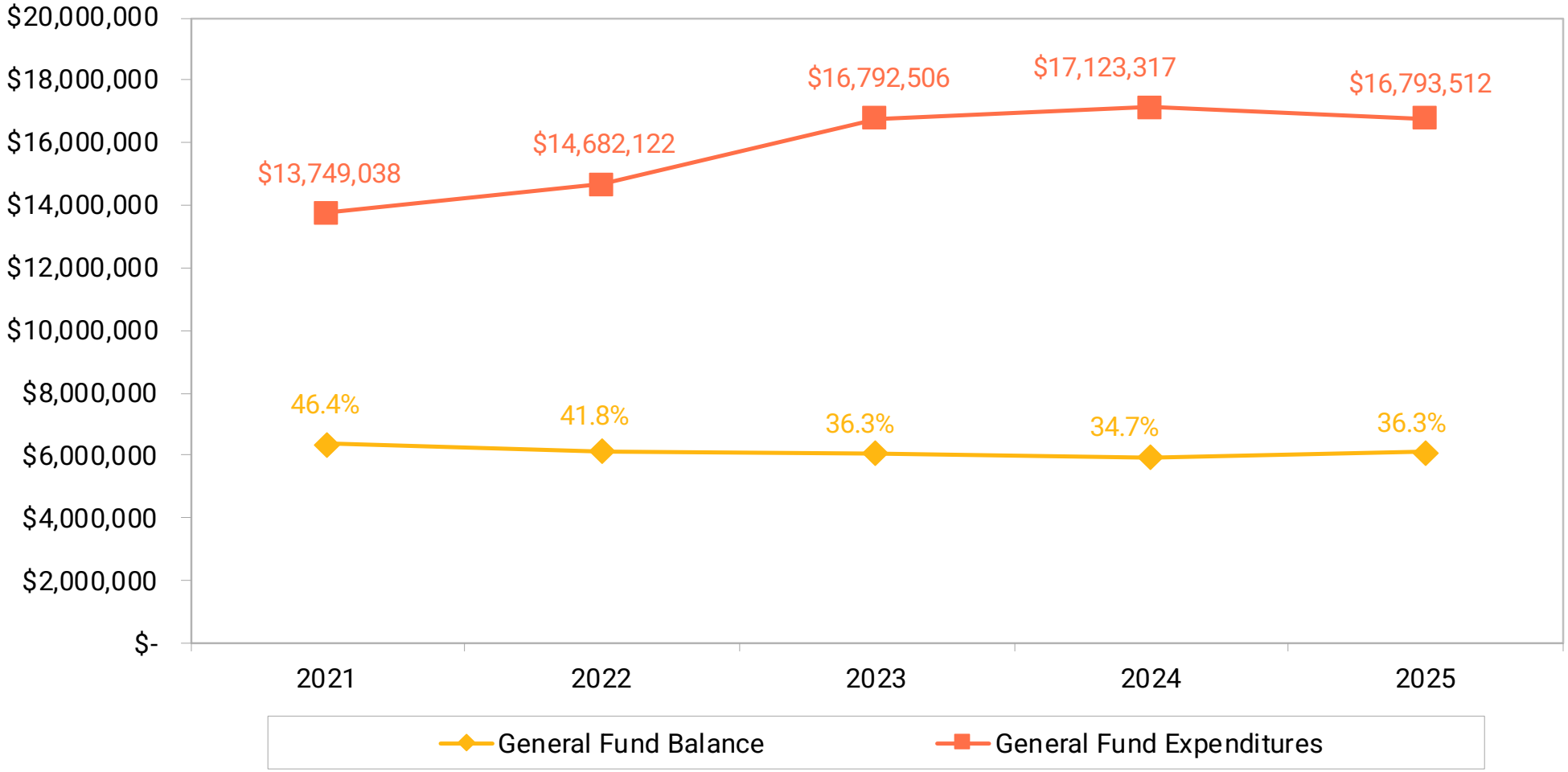


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General Fund Compared to Expenditures

Fund Balance Policy States 20 – 22% of Expenditures



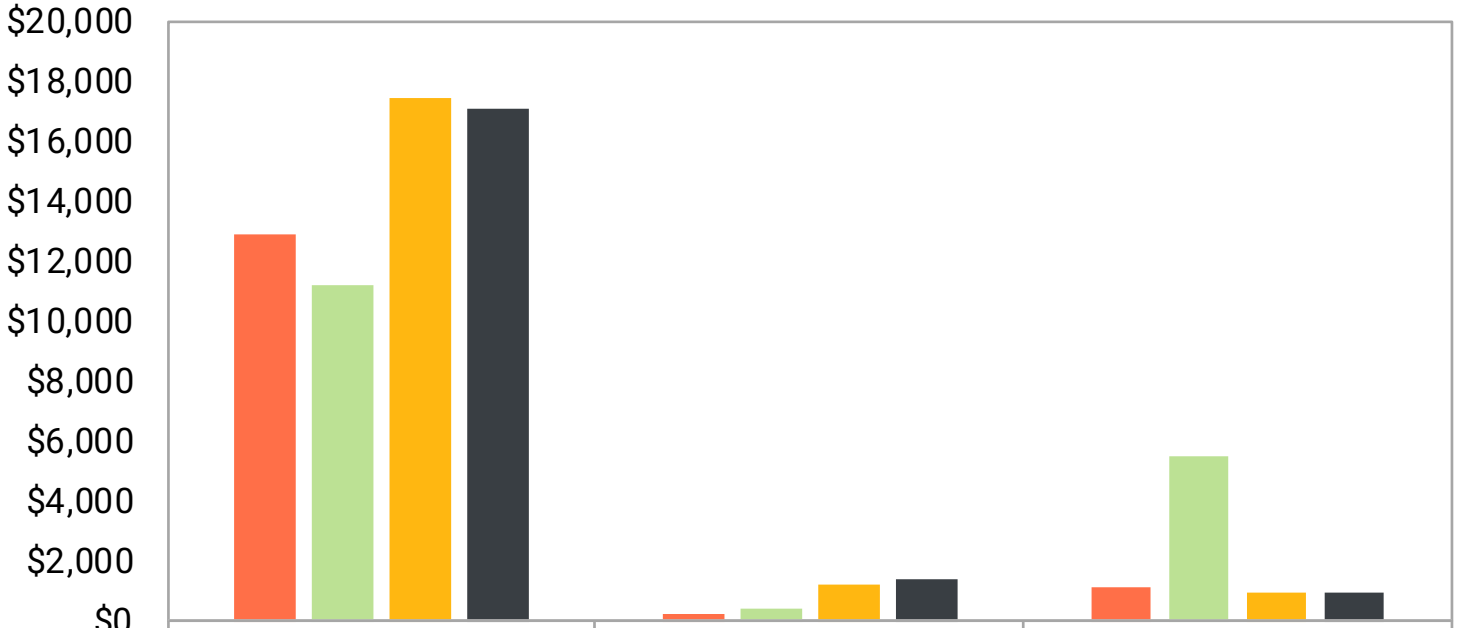
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General Fund Budget to Actual

	Final Budgeted Amount	Actual Amount	Variance with Final Budget
Revenues	$ 16,435,477	$ 16,957,490	$ 522,013
Expenditures	16,370,383	16,793,512	(423,129)
Excess (Deficiency) of Revenues Over (Under) Expenditures	65,094	163,978	98,884
Other Financing Sources (Uses)			
Sale of capital assets	460	449	(11)
Net Change in Fund Balances	65,554	164,427	98,873
Fund Balances, July 1	5,937,622	5,937,622	-
Fund Balances, June 30	$ 6,003,176	$ 6,102,049	$ 98,873

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General Fund Revenues per ADM

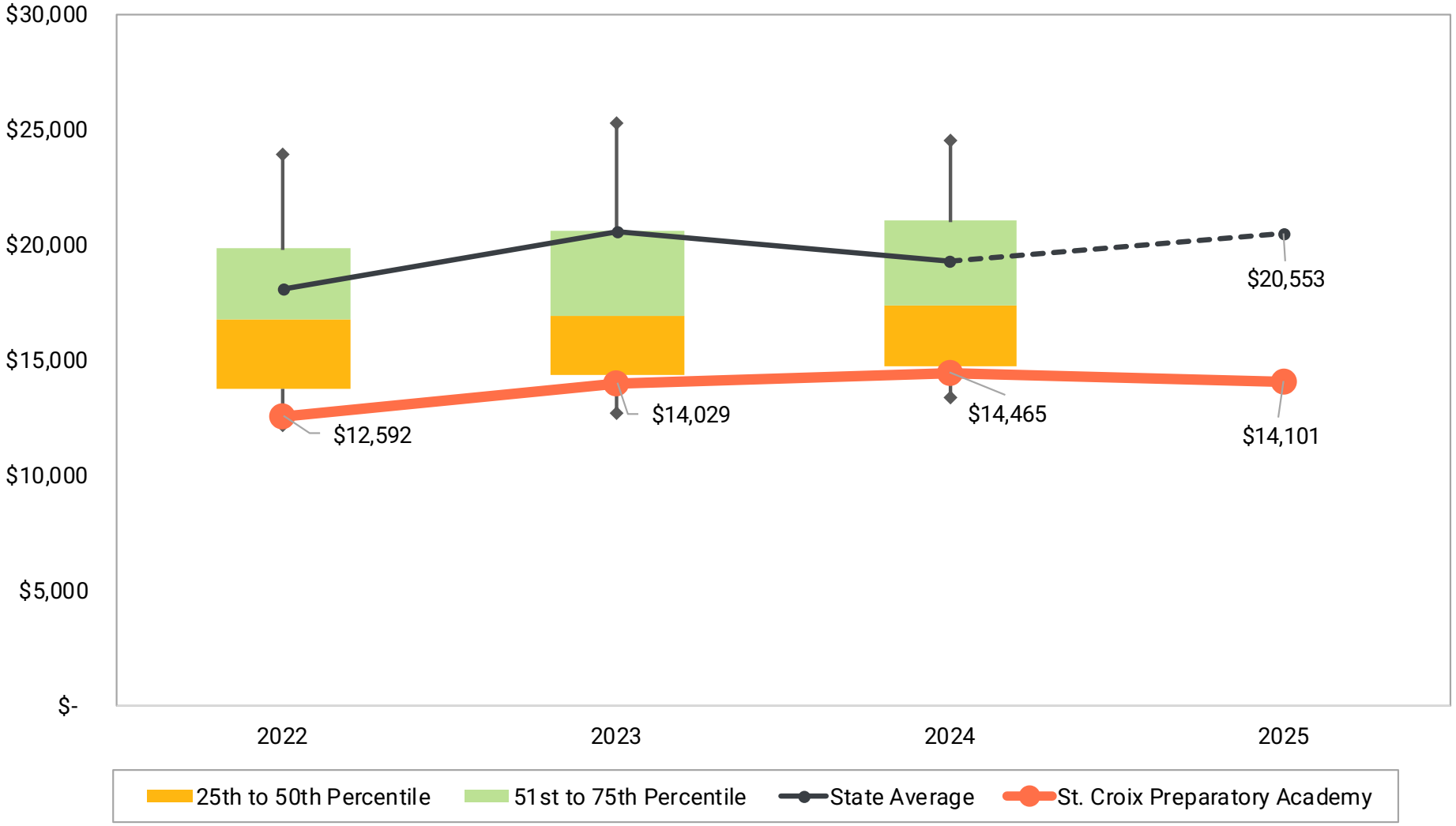


	State Sources	Federal Sources	Other Sources
2025 St. Croix Preparatory Academy	$12,890	$226	$1,122
2024 Stillwater Area Public (ISD 834)	$11,244	$409	$5,500
2024 Region 11*	$17,498	$1,250	$916
2024 Statewide Average*	$17,148	$1,395	$933

* Information obtained from School District Profile reports published by the MDE

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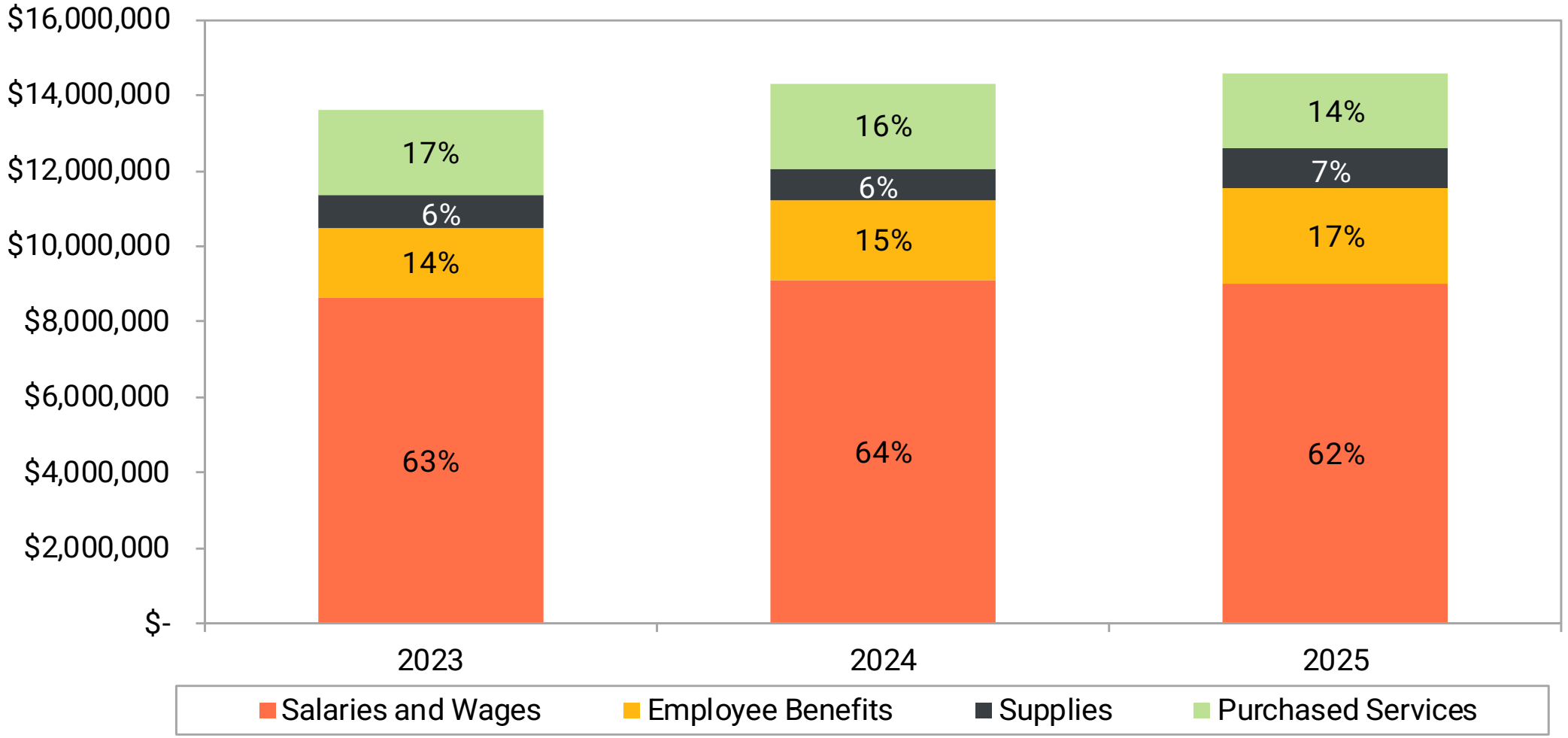
General Fund Expenditures per ADM



93

* Percentile data and state average obtained from School District Profile reports published by the MDE

General Fund Expenditures by Object Code



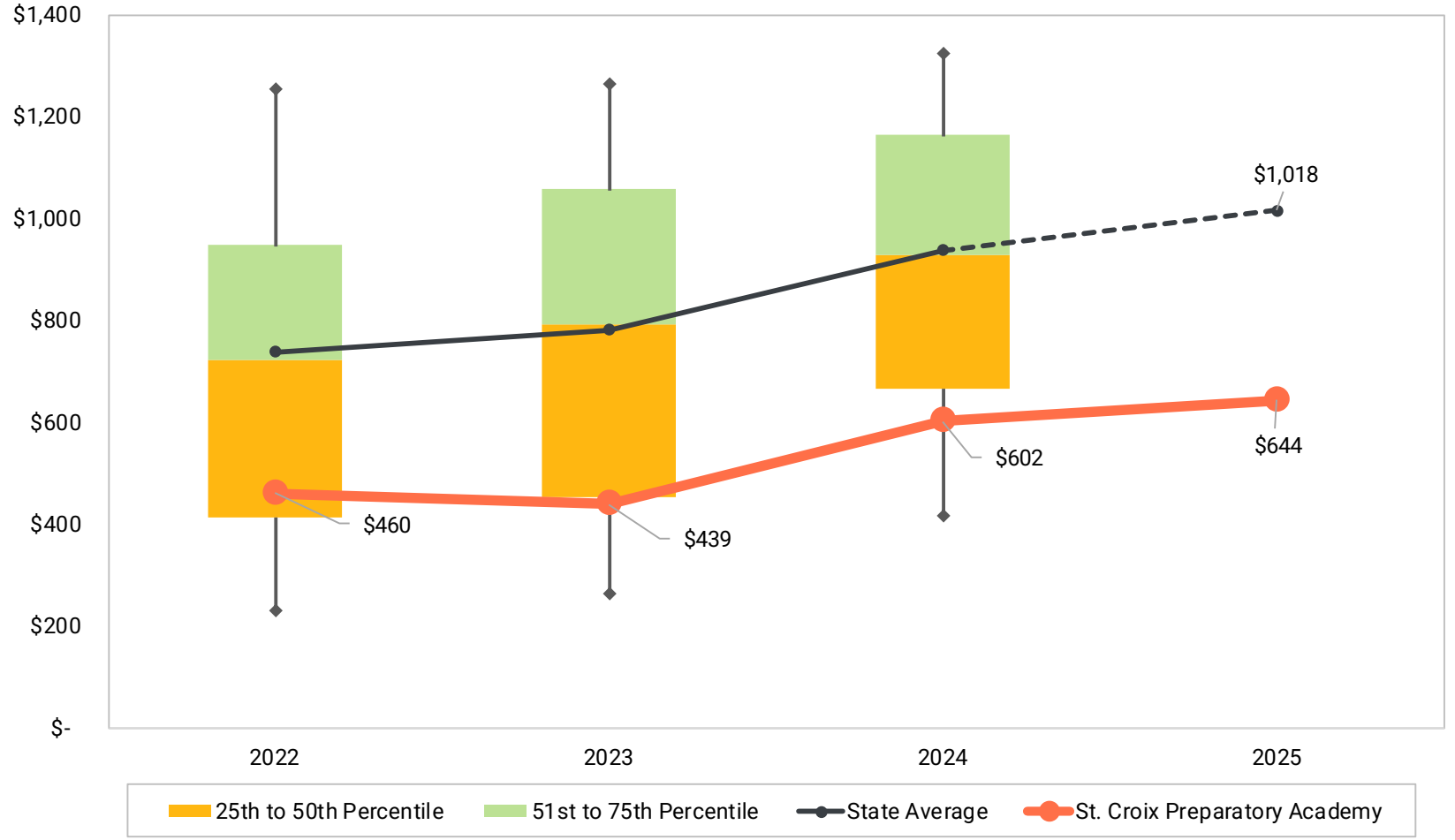
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Food Service Fund Budget to Actual

	Final Budgeted Amount	Actual Amount	Variance with Final Budget
Revenues	$ 813,183	$ 811,659	$ (1,524)
Expenditures	749,853	767,497	(17,644)
Net Change in Fund Balances	63,330	44,162	(19,168)
Fund Balances, July 1	526,426	526,426	-
Fund Balances, June 30	$ 589,756	$ 570,588	$ (19,168)

95

Food Service Fund
Expenditures per ADM Comparison



96

* Percentile data and state average obtained from School District Profile reports published by the MDE

Community Service Fund Budget to Actual

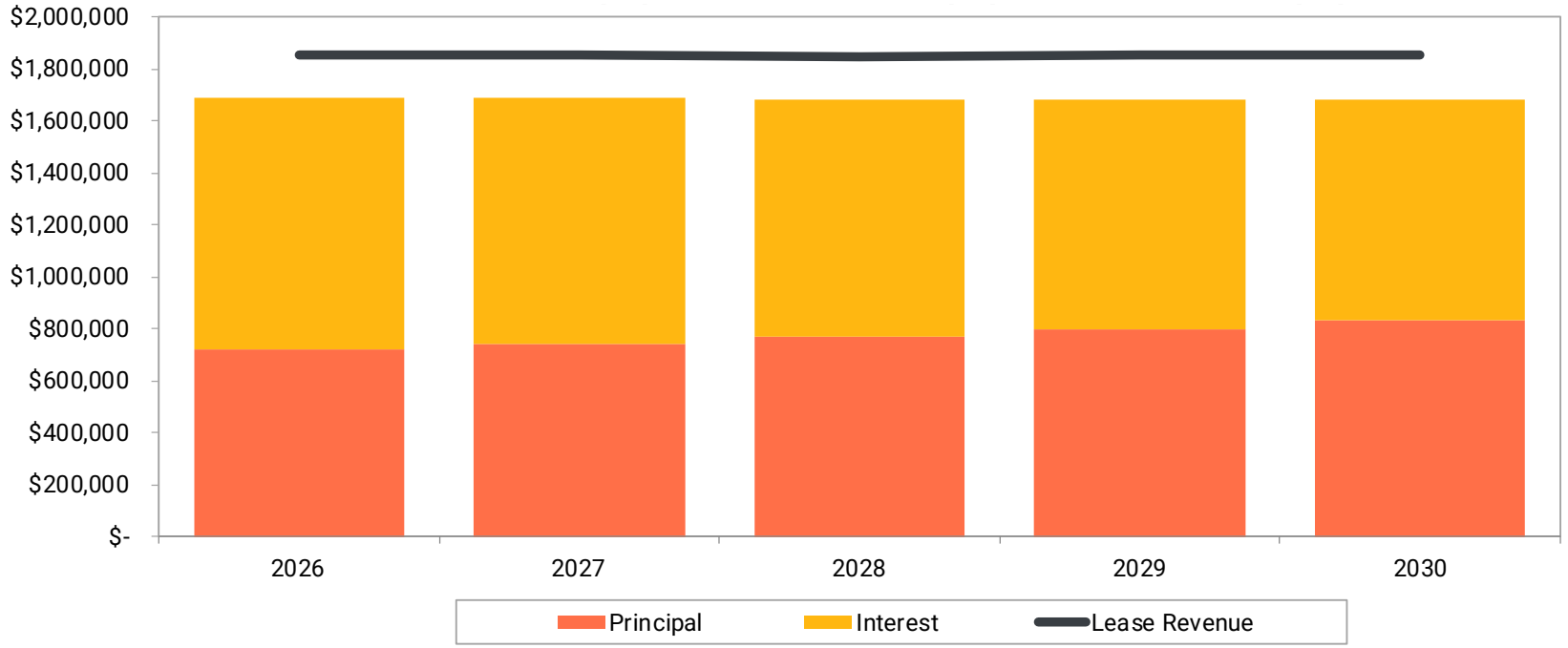
	Final Budgeted Amount	Actual Amount	Variance with Final Budget
Revenues	$ 181,325	$ 207,289	$ 25,964
Expenditures	207,000	218,438	(11,438)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(25,675)	(11,149)	14,526
Other Financing Sources (Uses)			
Sale of capital assets	175	200	25
Net Change in Fund Balances	(25,500)	(10,949)	14,551
Fund Balances, July 1	80,077	80,077	-
Fund Balances, June 30	$ 54,577	$ 69,128	$ 14,551

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Building Company Fund Balance and Bonds Compared to Lease Revenue

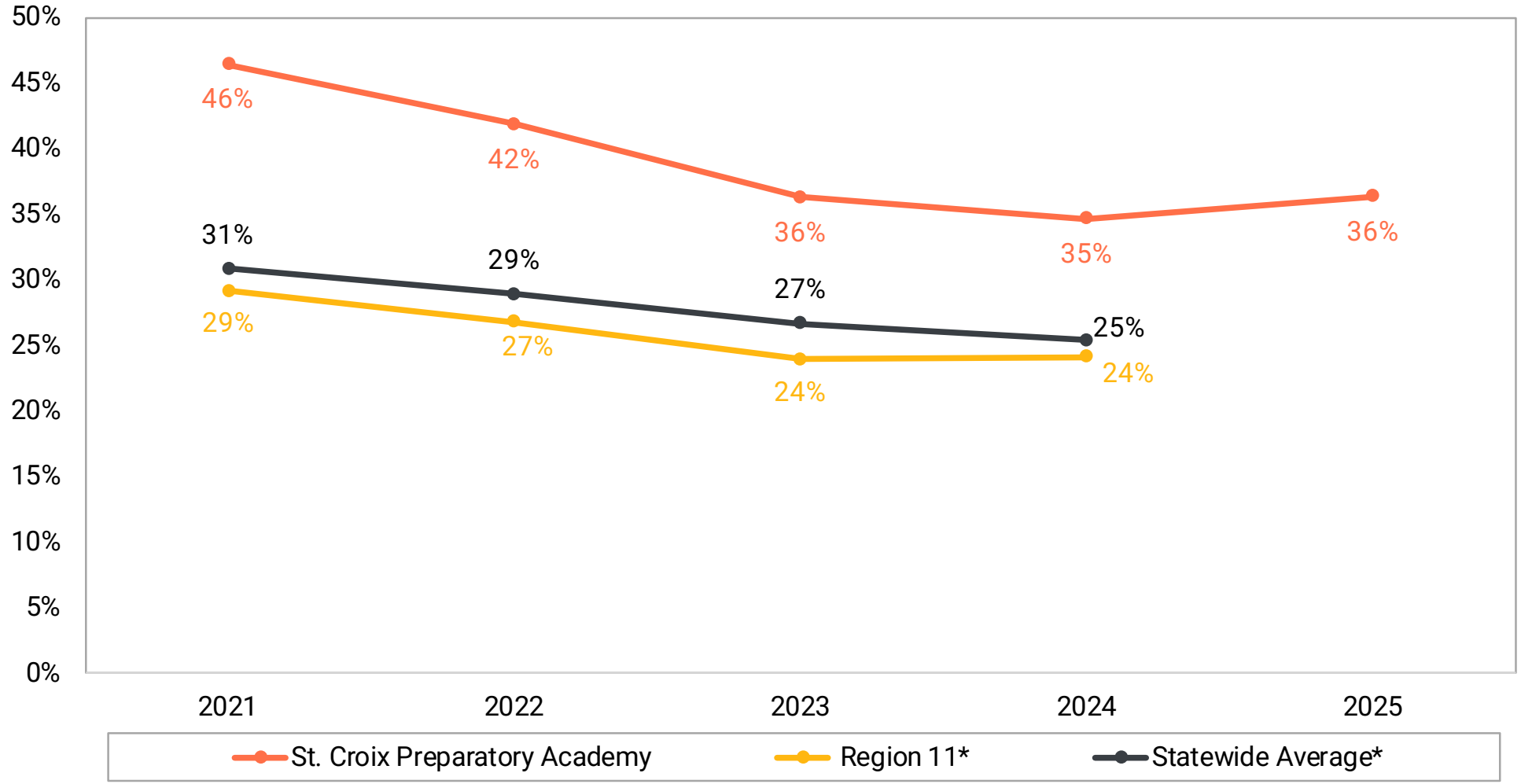
	Fund Balance		
	2025	2024	Change
Building Company	$ 3,763,009	$ 3,694,154	$ 68,855

98



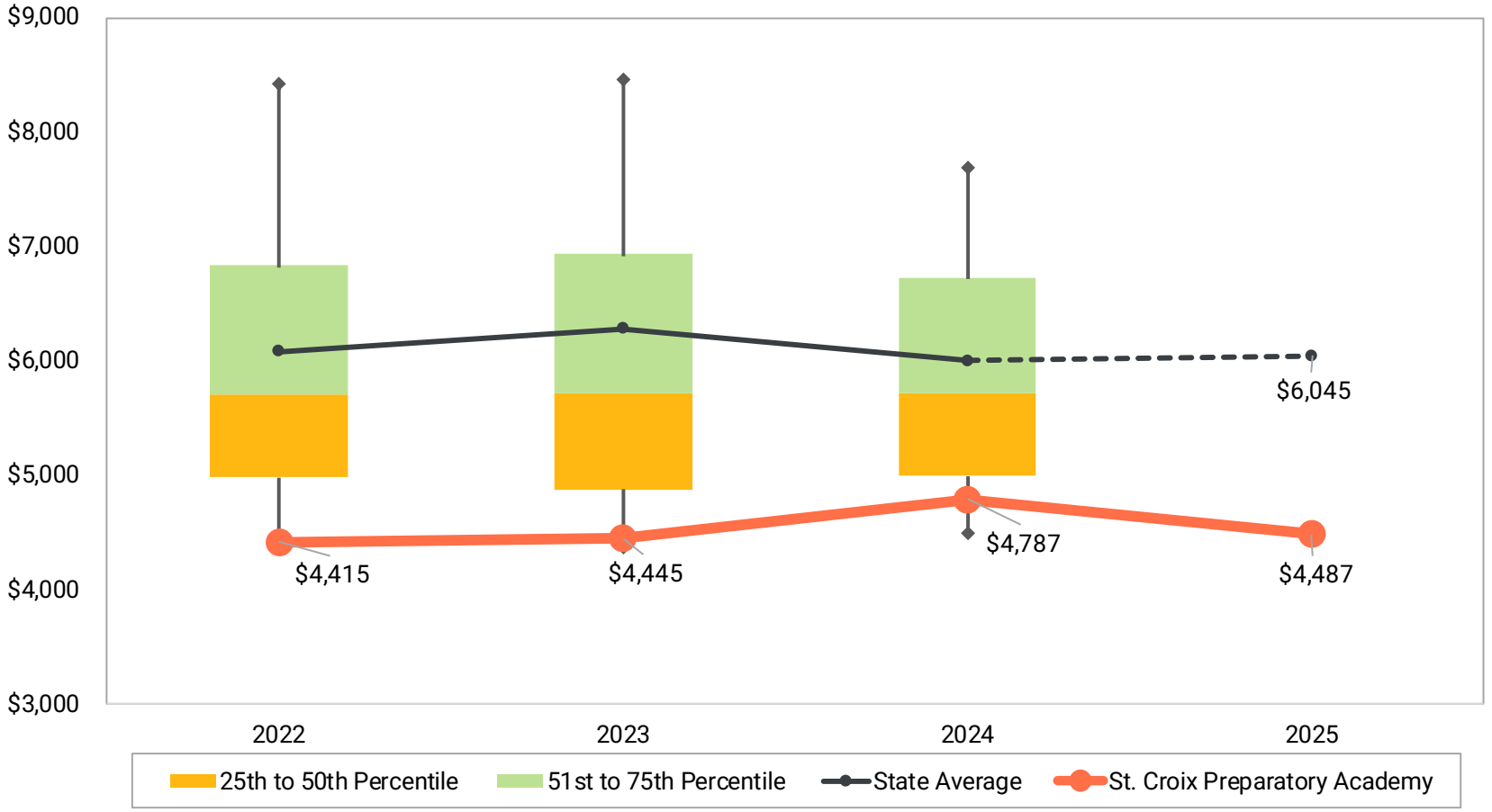
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General Fund Balances as a Percentage of Expenditures



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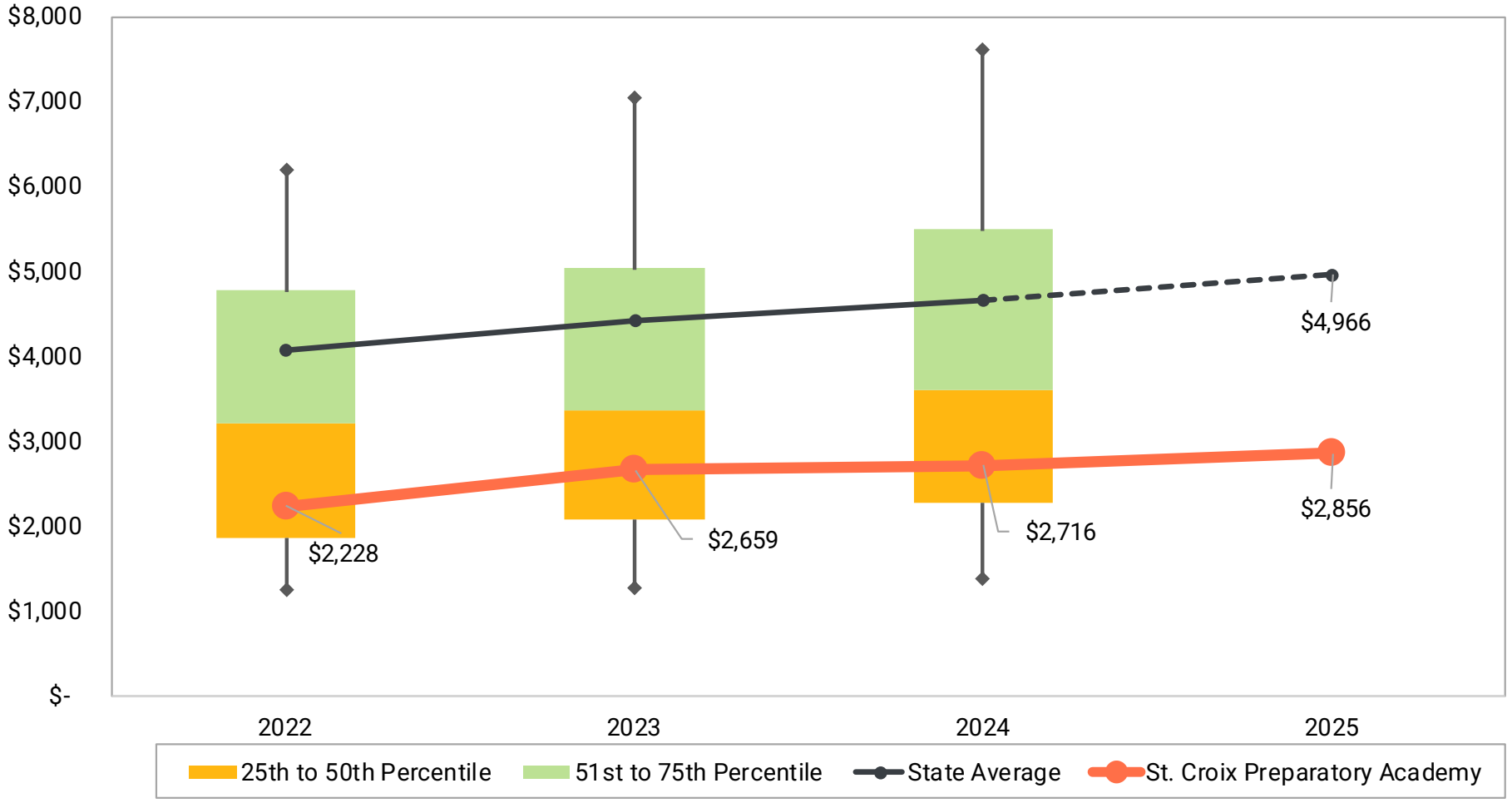
Elementary and Secondary Regular Instruction per ADM



100

* Percentile data and state average obtained from School District Profile reports published by the MDE

Special Education Expenditures per ADM



101

* Percentile data and state average obtained from School District Profile reports published by the MDE

Your Abdo Team



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NILSON
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STACHEL
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O'LEARY
Associate

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ANNUAL FINANCIAL REPORT

ST. CROIX PREPARATORY ACADEMY
STILLWATER, MINNESOTA

FOR THE YEAR ENDED
JUNE 30, 2025

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St Croix Preparatory Academy
Stillwater, Minnesota
Annual Financial Report
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For the Year Ended June 30, 2025

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INTRODUCTORY SECTION

ST CROIX PREPATORY ACADEMY
STILLWATER, MINNESOTA

FOR THE YEAR ENDED
JUNE 30, 2025

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St Croix Preparatory Academy
Stillwater, Minnesota
Board of Education and Administration
For the Year Ended June 30, 2025

School Board

Name	Position
Bob Hajlo	Chairperson
Terri Gulbrandson	Vice Chairperson
Deb Keyes	Member
Angela Galati	Clerk
Rita Thorson	Member
Danielle Smith	Treasurer
Jeff Johnson	Member

Building Company Board

Kristine Fisher	Director
Kelly Gutierez	Treasurer
Dan Mehls	Chair
Bill Blotske	Secretary

Advisory Board

Dr. Jenn Fuchs	Executive Director
Kelly Gutierrez	Executive Director - Finance and Operations
Joann Karetov	Lower School Principal
Amy Kleinbeohl	Middle School Principal
Andrew Sachariason	Upper School Principal
Peggy Rosell	Director of Student Support Services

Administration

Dr. Jenn Fuchs	Executive Director
Kelly Gutierrez	Executive Director - Finance and Operations

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FINANCIAL SECTION

ST CROIX PREPATORY ACADEMY
STILLWATER, MINNESOTA

FOR THE YEAR ENDED
JUNE 30, 2025

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INDEPENDENT AUDITOR'S REPORT

Board of Education
St Croix Preparatory Academy
Stillwater, Minnesota

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of St Croix Preparatory Academy, (the Charter School), Stillwater, Minnesota as of June 30, 2025 and the related notes to the financial statements, which collectively comprise the Charter School's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Charter School as of June 30, 2025, and the respective changes in financial position and the budgetary comparison for the General fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Charter School and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Charter School's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. 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 generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. 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, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Charter School's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, 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.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis starting on page 15 and the Schedules of Employer's Share of the Net Pension Liability and the Schedules of Employer's Contributions on page 62 be presented to supplement the 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. We have applied certain limited procedure to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Charter School's basic financial statements. The accompanying individual fund financial statements, schedules and table are presented for the purpose of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and related directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the individual fund financial statements, schedules and table are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information in the annual report. The other information comprises the introductory section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statement do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the 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.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 5, 2025 on our consideration of the Charter School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Charter School's internal control over financial reporting and compliance.



Abdo
Minneapolis, Minneapolis
November 5, 2025

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Management's Discussion and Analysis

As management of the St Croix Preparatory Academy, (the Charter School), Stillwater, Minnesota, we offer readers of the Charter School's financial statements this narrative overview and analysis of the financial activities of the Charter School for the fiscal year ended June 30, 2025.

Financial Highlights

- The liabilities and deferred inflows of resources of the Charter School exceeded its assets and deferred outflows of resources at the close of the most recent fiscal year as shown in the summary of net position on the following pages.

- The Charter School's total net position increased as shown in the summary of changes in net position on the following pages. This was primarily a result of changes relating to the Charter School's net pension liability and the remeasurement of finance purchase arrangements.

- As of the close of the current fiscal year, the Charter School's governmental fund balances are shown in the financial analysis of the Charter School's funds section of the MD&A. The total fund balance increased in comparison with the prior year. The increased can be attributed to a decrease in expenditures, especially relating to capital outlay for the building company and sites and buildings. Interest earned on investments also increased in comparison with the prior year.

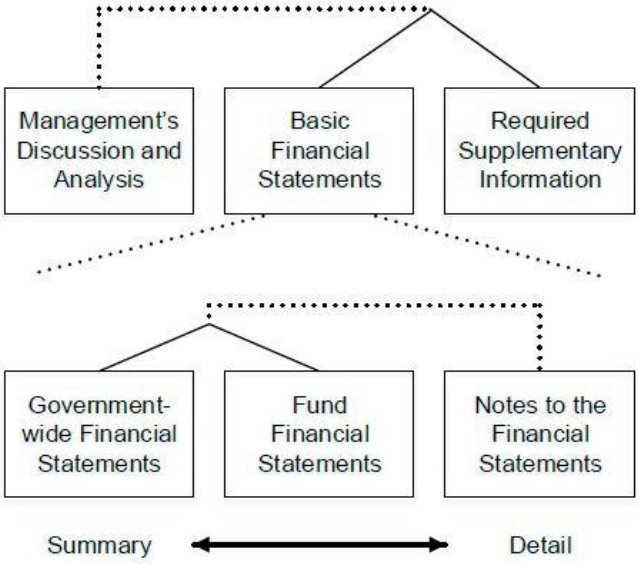
- At the end of the current fiscal year, unassigned fund balance for the General fund, as shown in the financial analysis of the Charter School's funds section, increased from the prior year.

- The Charter Schools' long-term liabilities decreased during the current year due to the regularly scheduled debt payments, lease purchase repayments, and lease payable repayments.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the School's basic financial statements. The Charter School's basic financial statements are comprised of three components: 1) Government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other required supplemental information in addition to the basic financial statements themselves. The following chart shows how the various parts of this annual report are arranged and related to one another:

Organization of St Croix Preparatory Academy's Annual Financial Report



The following chart summarizes the major features of the Charter School's financial statements, including the portion of the Charter School's activities they cover and the types of information they contain. The remainder of this overview section of management's discussion and analysis highlights the structure and contents of each of the statements:

Major Features of the Government-wide and Fund Financial Statements

		Fund Financial Statements
	Government-wide Statements	**Governmental Funds**
Scope	Entire Charter School (except fiduciary funds)	The activities of the Charter School that are not fiduciary, such as special education and building maintenance
Required financial statements	• Statement of Net Position • Statement of Activities	• Balance Sheet • Statement of Revenues, Expenditures, and Changes in Fund Balances
Accounting basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial focus
Type of asset/liability information	All assets and liabilities, both financial and capital, short-term and long-term	Generally assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets or long-term liabilities included
Type of deferred outflows/inflows of resources information	All deferred outflows/inflows of resources, regardless of when cash is received or paid	Only deferred outflows of resources expected to be used up and deferred inflows of resources that come due during the year or soon thereafter; no capital assets included
Type of in flow/out flow information	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and the related liability is due and payable

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the Charter School's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the Charter School's assets, deferred inflows of resources, liabilities and deferred outflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Charter School is improving or deteriorating.

The *statement of activities* presents information showing how the Charter School's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements display functions of the Charter School that are principally supported by intergovernmental revenues (*governmental activities*). The governmental activities of the Charter School include administration, district support services, elementary and secondary regular instruction, vocational education instruction, special education instruction, instructional support services, pupil support services, sites and buildings, food service, fiscal and other fixed cost programs, fiscal and other fixed cost programs, and fiscal charges on long term debt.

The government-wide financial statements start on page 26 of this report.

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Charter School, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

***Governmental Funds*.** *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the Charter School's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact by the Charter School's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The Charter School maintains four individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General fund and the Building Company funds, both of which are considered to be major funds. Data from the other two funds (Food Service and Community Service special revenue funds) are combined into a single, aggregated presentation. Individual data for each of these nonmajor funds is provided in the form of *combining statements* elsewhere in this report.

The Charter School adopts an annual appropriated budget for its General fund, Food Service fund, and Community Service fund. A budgetary comparison statement has been provided for all three funds to demonstrate compliance with this budgets.

The basic governmental fund financial statements start on page 30 of this report.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements start on page 35 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Charter School's progress in funding its obligation to provide pension benefits to its employees. Required supplementary information can be found starting on page 62 of this report.

Other Information. The combining statements referred to earlier in connection with nonmajor governmental funds are presented immediately following the notes to the financial statements. Combining fund financial statements, schedules and table start on page 70 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Charter School, liabilities and deferred inflows of resources exceeded assets and deferred outflows of resources as shown in the summary of net position below at the close of the most recent fiscal year.

St Croix Preparatory Academy's Net Position

	Governmental Activities		
	2025	2024	Increase (Decrease)
Assets			
Current and other assets	$ 11,378,673	$ 11,092,648	$ 286,025
Capital assets	21,447,320	22,535,141	(1,087,821)
Total Assets	32,825,993	33,627,789	(801,796)
Deferred Outflows of Resources			
Deferred pension resources	2,051,883	2,166,089	(114,206)
Deferred loss on refunding	551,715	576,793	(25,078)
Total Deferred Outflows of Resources	2,603,598	2,742,882	(139,284)
Liabilities			
Current and other liabilities	1,282,404	1,273,010	9,394
Noncurrent liabilities	32,135,827	35,135,643	(2,999,816)
Total Liabilities	33,418,231	36,408,653	(2,990,422)
Deferred Inflows of Resources			
Deferred pension resources	2,288,262	638,224	1,650,038
Net Position			
Net investment in capital assets	(291,609)	129,609	(421,218)
Restricted	1,218,645	992,581	226,064
Unrestricted	(1,203,938)	(1,798,396)	594,458
Total Net Position	$ (276,902)	$ (676,206)	$ 399,304
Net Position as a Percent of Total			
Net investment in capital assets	(105.3) %	19.2 %	
Restricted	440.1	146.8	
Unrestricted	(434.8)	(266.0)	
Total	(100.0) %	(100.0) %	

A portion of the Charter School's net position reflects its net investment in capital assets. The Charter School uses these capital assets to provide services to students; consequently, these assets are not available for future spending. Although the Charter School's net investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. At the end of the current fiscal year, the Charter School reports a negative balance in the unrestricted and net investment in capital asset category of net position, and a positive balance in the restricted category.

Governmental Activities. Governmental activities increased the Charter School's net position as shown below in the summary of changes in net position. Key elements of this increase are shown in the table below.

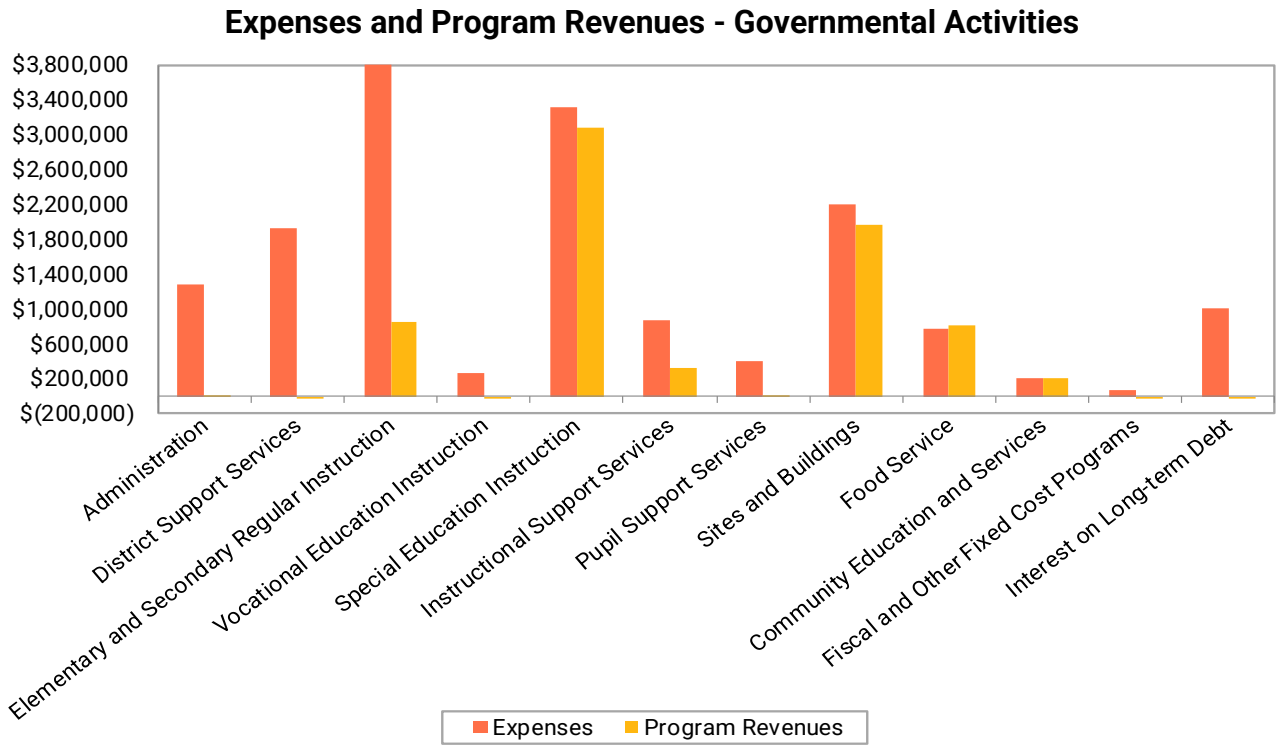
St Croix Preparatory Academy's Changes in Net Position

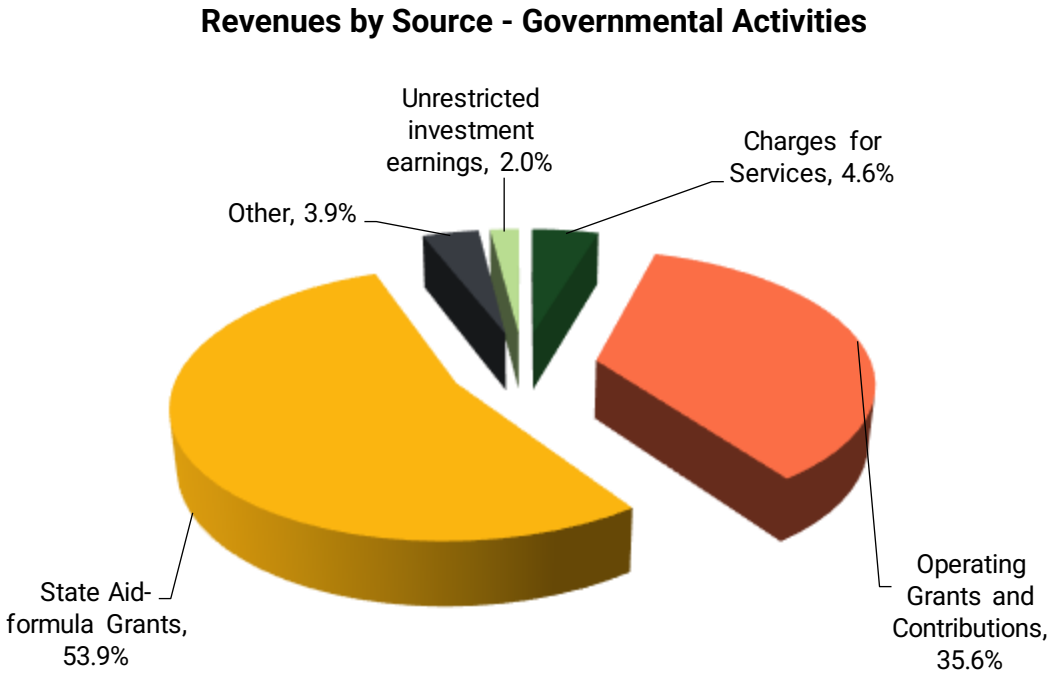
	Governmental Activities		
	2025	2024	Increase (Decrease)
Revenues			
Program revenues			
Charges for services	$ 831,921	$ 849,836	$ (17,915)
Operating grants and contributions	6,454,153	6,521,801	(67,648)
General revenues			
State aid-formula grants	9,785,060	9,559,574	225,486
Other general revenues	711,333	621,814	89,519
Gain on sale of assets	449	2,099	(1,650)
Unrestricted investment earnings	357,186	297,859	59,327
Total Revenues	18,140,102	17,852,983	287,119
Expenses			
Administration	1,277,559	1,226,996	50,563
District support services	1,940,515	1,686,596	253,919
Elementary and secondary regular instruction	5,397,076	5,999,463	(602,387)
Vocational instruction	259,131	393,164	(134,033)
Special education instruction	3,317,306	3,347,388	(30,082)
Instructional support services	871,752	889,148	(17,396)
Pupil support services	401,684	434,340	(32,656)
Sites and buildings	2,199,252	2,300,578	(101,326)
Fiscal and other fixed cost programs	65,315	54,793	10,522
Food service	783,165	729,811	53,354
Community service	218,128	225,632	(7,504)
Interest on long-term debt	1,009,915	1,039,728	(29,813)
Total Expenses	17,740,798	18,327,637	(586,839)
Change in Net Position	399,304	(474,654)	873,958
Net Position, July 1	(676,206)	(201,552)	(474,654)
Net Position, June 30	$ (276,902)	$ (676,206)	$ 399,304

At the end of the current fiscal year the Charter School experienced an increase in both revenue and expenses.

- Total revenues increased $287,119 in comparison to the prior year mainly due to an increase in state aid-formula grants, other revenues and interest earned on investments.
- Total expenses decreased $586,839 in comparison to the prior year, mainly due to the decrease in elementary and secondary regular instruction and vocational instruction.

The following graph depicts various governmental activities and shows the revenues and expenses directly related to those activities.





Financial Analysis of the Government's Funds

As noted earlier, the Charter School uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the Charter School's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the Charter School's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. The table below outlines the governmental fund balances for the year ending June 30, 2025.

	General	Building Company	Other Governmental Funds	Total	Prior Year Total	Increase/ Decrease
Fund Balances						
Nonspendable	$ 152,769	$ -	$ 7,915	$ 160,684	$ 105,817	$ 54,867
Restricted for						
Debt service/construction	-	3,763,009	-	3,763,009	3,694,154	68,855
Food service	-	-	562,673	562,673	512,374	50,299
Student activities	1,173	-	-	1,173	1,469	(296)
READ Act - literacy Aid	45,995	-	-	45,995	-	45,995
READ Act - teacher training	646	-	-	646	-	646
Community service	-	-	69,128	69,128	80,077	(10,949)
Assigned for						
Development - general	9,121	-	-	9,121	15,338	(6,217)
Educational travel	3,851	-	-	3,851	3,213	638
Prom	1,787	-	-	1,787	2,113	(326)
Fundraising - wish list	500	-	-	500	500	-
Wellness	4,292	-	-	4,292	3,850	442
Extracurriculars	116,889	-	-	116,889	132,052	(15,163)
Fruit fundraising	10,154	-	-	10,154	10,421	(267)
Unassigned	5,754,872	-	-	5,754,872	5,676,901	77,971
Total Fund Balances	$ 6,102,049	$ 3,763,009	$ 639,716	$ 10,504,774	$ 10,238,279	$ 266,495

As of the close of the current fiscal year, the Charter School's governmental funds reported combined ending fund balances shown above. Additional information on the Charter School's fund balances can be found in Note 1 starting on page 35 of this report.

The General fund is the chief operating fund of the Charter School. At the end of the current year, the fund balance of the General fund is shown in the table above. As a measure of the General fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures The total unassigned fund balance as a percent of total fund expenditures is shown in the chart below along with total fund balance as a percent of total expenditures.

	Fund Balance		Increase /
	2025	2024	(Decrease)
General Fund Fund Balances			
Nonspendable	$ 152,769	$ 91,765	$ 61,004
Restricted	47,814	1,469	46,345
Assigned	146,594	167,487	(20,893)
Unassigned	5,754,872	5,676,901	77,971
Totals	$ 6,102,049	$ 5,937,622	$ 164,427
General fund expenditures	$ 16,793,512	$ 17,123,317	
Unassigned as a percent of expenditures	34.3%	33.2%	
Total fund balance as a percent of expenditures	36.3%	34.7%	

The fund balance of the Charter School's General fund increased during the current fiscal year as shown in the table above. The increase in fund balance was due to total revenues being more than budgeted, primarily related to revenue from state sources and interest on investments.

Other Major Funds

	Fund Balance		Increase
	2025	2024	(Decrease)
Building Company	$ 3,763,009	$ 3,694,154	$ 68,855
The ending fund balance increased during the year mainly due to lease revenues in excess of debt service payments and maintenance expenses during the current fiscal year.			

General Fund Budgetary Highlights

	Original Budgeted Amounts	Budget Amendments	Final Budgeted Amounts	Actual Amounts	Variance With Final Budget
Revenues	$ 16,296,095	$ 139,382	$ 16,435,477	$ 16,957,490	$ 522,013
Expenditures	16,191,054	179,329	16,370,383	16,793,512	423,129
Excess (Deficiency) of Revenues Over (Under) Expenditures	105,041	(39,947)	65,094	163,978	98,884
Other Financing Sources (Uses) Sale of capital assets	-	460	460	449	(11)
Net Change in Fund Balances	105,041	(39,487)	65,554	164,427	98,873
Fund Balances, July 1	5,937,622	-	5,937,622	5,937,622	-
Fund Balances, June 30	$ 6,042,663	$ (39,487)	$ 6,003,176	$ 6,102,049	$ 98,873

The Charter School's General fund budget was amended during the year as shown above. The budget amendment increased revenues and expenditures. Actual revenues and expenses were both over the final budget amounts as shown above.

Capital Assets and Debt Administration

Capital Assets. The Charter School's investment in capital assets for its governmental activities as of June 30, 2025, is shown below in the capital asset table (net of accumulated depreciation/amortization). This investment in capital assets includes land, construction in progress, buildings and improvements, furniture and equipment, and lease equipment.

St Croix Preparatory Academy's Capital Assets
(Net of Depreciation/Amortization)

	Governmental Activities		
	2025	2024	Increase (Decrease)
Land	$ 2,080,000	$ 2,080,000	$ -
Building and Improvements	18,230,300	18,990,820	(760,520)
Furniture and Equipment	1,079,689	1,349,660	(269,971)
Leased Equipment	57,331	114,661	(57,330)
Total	$ 21,447,320	$ 22,535,141	$ (1,087,821)
Percent Change from Prior Year			-4.8%

Additional information on the School's capital assets can be found in Note 3B on page 44 of this report.

Noncurrent Liabilities. At the end of the current fiscal year, the Charter School had the following noncurrent liabilities outstanding.

	Governmental Activities		
	2025	2024	Increase (Decrease)
Bonds Payable	$ 24,320,000	$ 25,015,000	$ (695,000)
Bond Premium	242,318	253,332	(11,014)
Financed Purchase	104,064	225,435	(121,371)
Lease Payable	61,058	120,108	(59,050)
Total	$ 24,727,440	$ 25,613,875	$ (886,435)
Percent Change from Prior Year			-3.5%

The Charter Schools' long-term liabilities decreased during the current year due to the regularly scheduled debt payments, lease purchase repayments and remeasurement, and lease payable repayments.

Economic Factors and Next Year's Budgets and Rates

The school is dependent on the state of Minnesota for its revenue authority. Recent experience demonstrates that legislated revenue increases have not been sufficient to meet instructional program needs and increased costs due to inflation. It is imperative that the School's financial management develop budgets that maintain the School's fund balance policy of 20 to 22% General fund unassigned fund balance as a percentage of yearly general fund expenditures.

Requests for Information

These financial statements are designed to provide our citizens, sponsor district, customers, and creditors with a general overview of the Charter School's finances and to demonstrate the Charter School's accountability for the money it receives. If you have questions about this report or need additional financial information, contact St Croix Preparatory Academy, 4260 Stagecoach Trail North, Stillwater, Minnesota 55082.

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GOVERNMENT-WIDE FINANCIAL STATEMENTS

ST CROIX PREPATORY ACADEMY
STILLWATER, MINNESOTA

FOR THE YEAR ENDED
JUNE 30, 2025

St Croix Preparatory Academy
Stillwater, Minnesota
Statement of Net Position
June 30, 2025

	Governmental Activities
Assets	
Cash and temporary investments	$ 5,376,330
Cash with fiscal agent	3,363,262
Accounts receivable	94,561
Interest receivable	359,483
Due from the Department of Education	1,948,370
Due from the Federal government	75,983
Prepaid items	152,769
Inventory	7,915
Capital assets	
Land and construction in progress	2,080,000
Other capital assets, net of accumulated depreciation and amortization	19,367,320
Total Assets	32,825,993
Deferred Outflows of Resources	
Deferred pension resources	2,051,883
Deferred loss on refunding	551,715
Total Deferred Outflows of Resources	2,603,598
Liabilities	
Accounts and other payables	217,007
Accrued salaries payable	568,929
Accrued interest payable	408,505
Unearned revenue	87,963
Noncurrent liabilities	
Due within one year	
Long-term liabilities	859,983
Due in more than one year	
Long-term liabilities	23,867,457
Net pension liability	7,408,387
Total Liabilities	33,418,231
Deferred Inflows of Resources	
Deferred pension resources	2,288,262
Net Position	
Net investment in capital assets	(291,609)
Restricted for	
Building company	531,115
Food service	570,588
Community service	69,128
Student activities	1,173
READ Act - Literacy Aid	45,995
READ Act - Teacher Training	646
Unrestricted	(1,203,938)
Total Net Position	$ (276,902)

The notes to the financial statements are an integral part of this statement.

St Croix Preparatory Academy
Stillwater, Minnesota
Statement of Activities
For the Year Ended June 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net Revenues (Expenses) and Changes in Net Position: Governmental Activities
Governmental Activities					
Administration	$ 1,277,559	$ -	$ 19,017	$ -	$ (1,258,542)
District support services	1,940,515	-	-	-	(1,940,515)
Elementary and secondary regular instruction	5,397,076	614,423	245,428	-	(4,537,225)
Vocational education instruction	259,131	-	-	-	(259,131)
Special education instruction	3,317,306	-	3,082,147	-	(235,159)
Community education and services	218,128	131,365	75,577	-	(11,186)
Instructional support services	871,752	-	331,330	-	(540,422)
Pupil support services	401,684	-	1,876	-	(399,808)
Sites and buildings	2,199,252	-	1,975,822	-	(223,430)
Food service	783,165	86,133	722,956	-	25,924
Fiscal and other fixed cost programs	65,315	-	-	-	(65,315)
Interest on long-term debt	1,009,915	-	-	-	(1,009,915)
Total Governmental Activities	$ 17,740,798	$ 831,921	$ 6,454,153	$ -	(10,454,724)
General Revenues					
State aid-formula grants					9,785,060
Other general revenues					711,333
Gain on sale of assets					449
Unrestricted investment earnings					357,186
Total General Revenues					10,854,028
Change in Net Position					399,304
Net Position, July 1					(676,206)
Net Position, June 30					$ (276,902)

The notes to the financial statements are an integral part of this statement.

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FUND FINANCIAL STATEMENTS

ST CROIX PREPATORY ACADEMY
STILLWATER, MINNESOTA

FOR THE YEAR ENDED
JUNE 30, 2025

St Croix Preparatory Academy

Stillwater, Minnesota

Balance Sheet

Governmental Funds

June 30, 2025

	General	Building Company	Nonmajor Funds	Total Governmental Funds
Assets				
Cash and temporary investments	$ 4,196,683	$ 462,764	$ 716,883	$ 5,376,330
Cash with fiscal agent	-	3,363,262	-	3,363,262
Accounts receivable	93,777	-	784	94,561
Interest receivable	359,483	-	-	359,483
Due from the Department of Education	1,943,000	-	5,370	1,948,370
Due from the Federal government	74,306	-	1,677	75,983
Due from other funds	63,017	-	-	63,017
Inventory	-	-	7,915	7,915
Prepaid items	152,769	-	-	152,769
Total Assets	$ 6,883,035	$ 3,826,026	$ 732,629	$ 11,441,690
Liabilities				
Accounts and other payables	$ 212,057	$ -	$ 4,950	$ 217,007
Accrued salaries payable	568,929	-	-	568,929
Due to other funds	-	63,017	-	63,017
Unearned revenue	-	-	87,963	87,963
Total Liabilities	780,986	63,017	92,913	936,916
Fund Balances				
Nonspendable for				
Prepaid items	152,769	-	-	152,769
Inventory	-	-	7,915	7,915
Restricted for				
Food service			562,673	562,673
Community service	-	-	69,128	69,128
Debt service	-	3,763,009	-	3,763,009
Student activities	1,173	-	-	1,173
READ Act - Literacy Aid	45,995	-	-	45,995
READ Act - Teacher Training	646	-	-	646
Assigned for				
Development - general	9,121	-	-	9,121
Educational travel	3,851	-	-	3,851
Prom	1,787	-	-	1,787
Fundraising - wish list	500	-	-	500
Wellness	4,292	-	-	4,292
Extracurriculars	116,889	-	-	116,889
Fruit fundraising	10,154	-	-	10,154
Unassigned	5,754,872	-	-	5,754,872
Total Fund Balances	6,102,049	3,763,009	639,716	10,504,774
Total Liabilities and Fund Balances	$ 6,883,035	$ 3,826,026	$ 732,629	$ 11,441,690

The notes to the financial statements are an integral part of this statement.

St Croix Preparatory Academy
Stillwater, Minnesota
Reconciliation of the Balance Sheet
to the Statement of Net Position
Governmental Funds
June 30, 2025

Amounts reported for governmental activities in the statement of net position are different because

Total Fund Balances - Governmental Funds	$ 10,504,774
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds.	
Cost of capital assets	34,270,774
Less: accumulated depreciation	(12,823,454)
Noncurrent liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported as liabilities in the funds.	
Noncurrent liabilities at year-end consist of	
Bonds payable	(24,320,000)
Premium on bonds payable	(242,318)
Lease payable	(61,058)
Finance purchase	(104,064)
Net pension liability	(7,408,387)
Deferred loss on refunding	551,715
Governmental funds do not report long-term amounts related to pensions.	
Deferred outflows of pension resources	2,051,883
Deferred inflows of pension resources	(2,288,262)
Governmental funds do not report a liability for accrued interest on bonds until due and payable.	(408,505)
Total Net Position - Governmental Activities	$ (276,902)

The notes to the financial statements are an integral part of this statement.

St Croix Preparatory Academy
Stillwater, Minnesota
Statement of Revenues, Expenditures and
Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2025

	General	Building Company	Nonmajor Funds	Total Governmental Funds
Revenues				
Revenue from federal sources	$ 269,094	$ -	$ 214,809	$ 483,903
Revenue from state sources	15,351,687	-	509,531	15,861,218
Revenue from local sources	1,087,749	1,963,992	208,475	3,260,216
Interest earned on investments	232,808	124,378	-	357,186
Sales and other conversion of assets	16,152	-	86,133	102,285
Total Revenues	16,957,490	2,088,370	1,018,948	20,064,808
Expenditures				
Current				
Administration	1,317,787	-	-	1,317,787
District support services	1,851,736	28,076	-	1,879,812
Elementary and secondary regular instruction	5,343,460	-	-	5,343,460
Vocational education instruction	260,968	-	-	260,968
Special education instruction	3,401,319	-	-	3,401,319
Community education and services	-	-	218,438	218,438
Instructional support services	741,394	-	-	741,394
Pupil support services	452,191	-	-	452,191
Sites and buildings	1,176,547	120,657	-	1,297,204
Food service	-	-	742,486	742,486
Fiscal and other fixed cost programs	62,971	2,344	-	65,315
Capital outlay				
District support services	9,855	-	-	9,855
Instructional support services	34,667	-	-	34,667
Sites and buildings	2,026,939	180,863	-	2,207,802
Food service	-	-	25,011	25,011
Debt service				
Principal	100,266	695,000	-	795,266
Interest and other	13,412	992,575	-	1,005,987
Total Expenditures	16,793,512	2,019,515	985,935	19,798,962
Excess (Deficiency) of Revenues Over (Under) Expenditures	163,978	68,855	33,013	265,846
Other Financing Sources (Uses)				
Sale of capital assets	449	-	200	649
Net Change in Fund Balances	164,427	68,855	33,213	266,495
Fund Balances, July 1	5,937,622	3,694,154	606,503	10,238,279
Fund Balances, June 30	$ 6,102,049	$ 3,763,009	$ 639,716	$ 10,504,774

The notes to the financial statements are an integral part of this statement.

St Croix Preparatory Academy

Stillwater, Minnesota

Reconciliation of the Statement of Revenues, Expenditures and
Changes in Fund Balances to the Statement of Activities
Governmental Funds
For the Year Ended June 30, 2025

Amounts reported for governmental activities in the statement of activities are different because

Net Change in Fund Balances - Total Governmental Funds	$	266,495
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over the estimated useful lives as depreciation expense.		
Depreciation expense		(1,300,598)
Capital outlays		287,640
Governmental funds report a gain (loss) on sale of capital assets to the extent of cash exchanged, whereas the disposition of the assets book value is included in the total gain (loss) in the statement of activities		
Disposals		(142,924)
Depreciation on disposals		68,061
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are amortized in the statement of activities. The amounts below are the effects of these differences in the treatment of long-term debt and related items.		
Principal repayments		695,000
Finance purchase remeasurement		80,155
Lease payable repayments		59,050
Finance purchase repayments		41,216
Amortization of bond premium		11,014
Amortization of deferred charges on refunding bond		(25,078)
Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due.		10,136
Long-term pension activity is not reported in governmental funds.		
Pension revenue		38,637
Pension expense		310,500
Change in Net Position of Governmental Activities	$	399,304

The notes to the financial statements are an integral part of this statement.

St Croix Preparatory Academy

Stillwater, Minnesota

Statement of Revenues, Expenditures and

Changes in Fund Balances - Budget and Actual

General Fund

For the Year Ended June 30, 2025

	General Fund			
	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Revenues				
Revenue from federal sources	$ 249,600	$ 274,491	$ 269,094	$ (5,397)
Revenue from state sources	14,834,945	14,922,855	15,351,687	428,832
Revenue from local sources	957,800	990,586	1,087,749	97,163
Interest earned on investments	230,000	230,000	232,808	2,808
Sales and other conversion of assets	23,750	17,545	16,152	(1,393)
Total Revenues	16,296,095	16,435,477	16,957,490	522,013
Expenditures				
Current				
Administration	1,190,264	1,304,115	1,317,787	(13,672)
District support services	1,740,734	1,813,205	1,851,736	(38,531)
Elementary and secondary regular instruction	5,103,946	5,233,216	5,343,460	(110,244)
Vocational education instruction	370,308	267,445	260,968	6,477
Special education instruction	3,229,601	3,136,061	3,401,319	(265,258)
Instructional support services	699,160	669,485	741,394	(71,909)
Pupil support services	373,835	444,925	452,191	(7,266)
Sites and buildings	1,213,352	1,180,831	1,176,547	4,284
Fiscal and other fixed cost programs	58,750	62,608	62,971	(363)
Capital outlay				
District support services	30,000	8,910	9,855	(945)
Elementary and secondary regular instruction	4,000	-	-	-
Instructional support services	11,000	37,700	34,667	3,033
Sites and buildings	1,970,592	2,117,132	2,026,939	90,193
Debt service				
Principal	195,512	81,575	100,266	(18,691)
Interest and other charges	-	13,175	13,412	(237)
Total Expenditures	16,191,054	16,370,383	16,793,512	(423,129)
Excess (Deficiency) of Revenues Over (Under) Expenditures	105,041	65,094	163,978	98,884
Other Financing Sources (Uses)				
Sale of capital assets	-	460	449	(11)
Net Change in Fund Balances	105,041	65,554	164,427	98,873
Fund Balances, July 1	5,937,622	5,937,622	5,937,622	-
Fund Balances, June 30	$ 6,042,663	$ 6,003,176	$ 6,102,049	$ 98,873

The notes to the financial statements are an integral part of this statement.

Note 1: Summary of Significant Accounting Policies

A. Reporting Entity

St Croix Preparatory Academy (the Charter School) is a nonprofit corporation that was formed and began operating, on August 6, 2003, in accordance with Minnesota Statutes. The Charter School is authorized by Friends of Education and operates under an authorizer agreement extending through June 30, 2025. The governing body consists of a board of directors composed of a Chairperson and such other officers as the board of directors shall determine from time to time.

The Charter School's policy is to include in the financial statements all funds, departments, agencies, boards, commissions, and other component units for which the Charter School is considered to be financially accountable.

Component units are legally separate entities for which the Charter School is financially accountable, or for which the exclusion of the component unit would render the financial statements of the primary government misleading. The criteria used to determine if the primary government is financially accountable for a component unit include whether or not the primary government appoints the voting majority of the potential component unit's governing body, is able to impose its will on the potential component unit, is in a relationship of financial benefit or burden with the potential component unit or is fiscally depended upon by the potential component unit.

Based on these criteria, there is one organization that is considered to be a component unit of the Charter School. Friends of St. Croix Preparatory Academy (the Building Company) is a Minnesota nonprofit corporation holding IRS classification as a 501(c)(3) tax-exempt organization. The Building Company is governed by a separate board appointed by the board of the Charter School. Although it is legally separate from the Charter School, the Building Company is reported as if it were part of the Charter School (as a blended component unit) because its sole purpose is to own an educational site which is leased to the School. No separate financial statements of the Building Company are issued.

Aside from its sponsorship, Friends of Education has no authority, control, power, or administrative responsibilities over St. Croix Preparatory Academy. Therefore, the Charter School is not considered a component unit of Friends of Education.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all non-fiduciary activities of the Charter School.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Amounts reported as program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other internally dedicated resources are reported as general revenues rather than as program revenues. Other items not properly included among program revenues are reported instead as *general revenues*.

The Charter School applies restricted resources first when an expense is incurred for a purpose for which both restricted and unrestricted net position is available. Depreciation expense that can be specifically identified by function is included in the direct expenses of each function. Interest on long-term debt is considered an indirect expense and is reported separately on the statement of activities. Generally, the effect of material interfund activity has been removed from the government-wide financial statements.

Major individual governmental funds are reported in separate columns in the fund financial statements. Aggregated information for the remaining nonmajor governmental funds is reported in a single column in the fund financial statements.

Note 1: Summary of Significant Accounting Policies (Continued)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. State revenue is recognized in the year to which it applies according to Minnesota statutes and accounting principles generally accepted in the United States of America. Minnesota statutes include state aid funding formulas for specific fiscal years. Federal revenue is recorded in the year in which the related expenditure was made. Other revenue is considered available if collected within one year.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds.

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the year in which the resources are measurable and become available.

Non-exchange transactions, in which the Charter School receives value without directly giving equal value in return, include grants, entitlement and donations. On a modified accrual basis, revenue from non-exchange transaction must also be available before it can be recognized. Revenue from grants, entitlements and donations is recognized in the year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the Charter School must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the Charter School on a reimbursement basis.

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Description of Funds

The various Charter School funds have been established by the State of Minnesota Department of Education. Each fund is accounted for as an independent entity. Descriptions of the funds included in this report are as follows:

Major Governmental Funds

The *General fund* is the Charter School's primary operating fund. It accounts for all financial resources of the Charter School, except those required to be accounted for in another fund.

The *Building Company fund* accounts for financial resources used for the acquisition or construction of major capital facilities authorized by bond issue. It also collects lease payments from the Charter School's general fund and is responsible for debt service on outstanding bonds.

Note 1: Summary of Significant Accounting Policies (Continued)

Nonmajor Governmental Funds

The *Food Service special revenue fund* is used to account for food service revenues and expenditures. The Food Service fund receives revenue from State and Federal sources as well as the receipts from the Charter School's nutrition program.

The *Community Service special revenue fund* is used to account for various extracurricular activities. Primary sources of revenue in the Community Service Fund are from user fees.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position/Fund Balance

Deposits and Investments

The Charter School's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

The Charter School may also invest idle funds as authorized by Minnesota statutes, as follows:

1. Direct obligations or obligations guaranteed by the United States or its agencies.

2. Shares of investment companies registered under the Federal Investment Company Act of 1940 and received the highest credit rating is rated in one of the two highest rating categories by a statistical rating agency, and all of the investments have a final maturity of thirteen months or less.

3. General obligations of a state or local government with taxing powers rated "A" or better; revenue obligations rated "AA" or better.

4. General obligations of the Minnesota Housing Finance Agency rated "A" or better.

5. Obligation of a school district with an original maturity not exceeding 13 months and (i) rated in the highest category by a national bond rating service or (ii) enrolled in the credit enhancement program pursuant to statute section 126C.55.

6. Bankers' acceptances of United States banks eligible for purchase by the Federal Reserve System.

7. Commercial paper issued by United States banks corporations or their Canadian subsidiaries, of highest quality category by at least two nationally recognized rating agencies, and maturing in 270 days or less.

8. Repurchase or reverse repurchase agreements and securities lending agreements with financial institutions qualified as a "depository" by the government entity, with banks that are members of the Federal Reserve System with capitalization exceeding $10,000,000, a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York, or certain Minnesota securities broker-dealers.

9. Guaranteed Investment Contracts (GIC's) issued or guaranteed by a United States commercial bank, a domestic branch of a foreign bank, a United States insurance company, or its Canadian subsidiary, whose similar debt obligations were rated in one of the top two rating categories by a nationally recognized rating agency.

Note 1: Summary of Significant Accounting Policies (Continued)

Cash and investments held by trustee include balances held in segregated accounts that are established for specific purposes. In the Building Company funds, the bond escrow account held by trustee can only be used for capital purposes related to the construction of the school building, for the repair and replacement needs of the educational site or to make payments on the outstanding bonds. Interest earned on these investments is allocated directly to the escrow account.

The Charter School categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the assets. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are significant other observable inputs, Level 3 inputs are significant unobservable inputs. The Charter School's fair value are valued at amortized costs and are valued using quoted market prices (Level 1 inputs).

Accounts Receivable

Accounts receivable include amounts billed for services provided before year end. No substantial losses are anticipated from present receivable balances, therefore no allowance for uncollectible has been recorded.

Due from the Minnesota Department of Education and Federal Government

Due from Minnesota Department of Education include amounts for expenditures that have been incurred before year end and will be reimbursed with State funding. No substantial losses are anticipated from present balances, therefore no allowance for uncollectible has been recorded.

Inventories and Prepaid Items

Inventories are valued at lower of cost or market, using the first-in, first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets are recorded at historical cost, or estimated historical cost if purchased or constructed. The Charter School defines capital assets as those with an initial, individual cost of more than $2,500 (amount not rounded) and an estimated useful life in excess of one year. Donated capital assets are recorded at acquisition value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Capital assets are recorded in the government-wide financial statements but are not reported in the fund financial statements. Capital assets are depreciated using the straight-line method over an estimated useful live provided below:

Assets	Useful Lives in Years
Furniture and Equipment	5 -20
Building and Improvements	20 - 40
Lease Equipment	5 -20

Note 1: Summary of Significant Accounting Policies (Continued)

Deferred Outflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The government has two items item that qualify for reporting in this category. Accordingly, the items, deferred pension resources and deferred loss on refunding, are reported only in the statement of net position. The first item results from actuarial calculations and current year pension contributions made subsequent to the measurement date. The second item results from a difference in the carrying value of refunded debt and its reacquisition price.

Pensions

Teachers Retirement Association (TRA)

For purposes of measuring the net pension liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Teachers Retirement Association (TRA) and additions to/deductions from TRA's fiduciary net position have been determined on the same basis as they are reported by TRA.

TRA has a special funding situation created by direct aid contributions made by the State of Minnesota, City of Minneapolis and Minneapolis School District. This direct aid is a result of the merger of the Minneapolis Teachers Retirement Fund Association merger into TRA in 2006. A second direct aid source is from the State of Minnesota for the merger of the Duluth Teacher's Retirement Fund Association in 2015. Additional information can be found in Note 4.

Public Employees Retirement Association (PERA)

For purposes of measuring the net pension liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Public Employees Retirement Association (PERA) and additions to/deductions from PERA's fiduciary net position have been determined on the same basis as they are reported by PERA. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

The total pension expense for General Employee Plan (GERP) and Teacher Retirement Association (TRA) is as follows:

	GERP	TRA	Total All Plans
Charter School's proportionate share	$ 77,679	$ 580,319	$ 657,998
Proportionate share of State's contribution	779	26,752	27,531
Total pension expense	$ 78,458	$ 607,071	$ 685,529

Note 1: Summary of Significant Accounting Policies (Continued)

Long-term Obligations

In the government-wide financial statements long-term debt and other long-term obligations, such as lease and financed purchase payables, are reported as liabilities in the applicable governmental activities statement of net position. The recognition of bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as an expense in the period incurred.

In the fund financial statements, governmental fund types recognized bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Inflows of Resources

In addition to liabilities, the statement of net position and fund financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Charter School has one type of item, which arises only under a full accrual basis of accounting that qualifies as needing to be reported in this category. Accordingly, the item, deferred pension resources, is reported only in the statement of net position of the government-wide statements and results from actuarial calculations.

Fund Balance

In the fund financial statements, fund balance is divided into five classifications based primarily on the extent to which the Charter School is bound to observe constraints imposed upon the use of resources reported in the governmental funds. These classifications are defined as follows:

Nonspendable - Amounts that cannot be spent because they are not in spendable form, such as prepaids.

Restricted - Amounts related to externally imposed constraints established by creditors, grantors or contributors; or constraints imposed by state statutory provisions.

Committed – Amounts constrained for specific purposes that are internally imposed by formal action (resolution) of the Board of Education, which is the Charter School's highest level of decision making authority. Committed amounts cannot be used for any other purposes unless the Board of Education itself or by an official to which the Board of Education delegates the authority.

Assigned – Amounts constrained for specific purposes that are internally imposed. In governmental funds other than the General fund, assigned fund balances represents all remaining amounts that are not classified as nonspendable and are neither restricted nor committed. In the General fund, assigned amounts cannot be used for any other purposes unless the Board of Education itself or by an official to which the Board of Education delegates the authority. The Board of Education has delegated this authority to the Executive Director of Finance.

Unassigned - The residual classification for the General fund and also negative residual amounts in other funds.

The Charter School considers restricted amounts to be spent first when both restricted and unrestricted fund balance is available. Additionally, the Charter School would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made.

Note 1: Summary of Significant Accounting Policies (Continued)

The Charter School has formally adopted a fund balance policy. It is the Charter School's policy to budget towards maintaining a minimum of 20 to 22 percent of general fund expenditures, with an eye toward growing the fund balance computed each year based on the audited financial statements. Additionally, the Finance Committee monitors the trend in estimated fund balance percentage each month to understand changes and whether they are in alignment with Board direction. Based on that monthly review, the Finance Committee may initiate a Board conversation when changes in fund balance warrant discussion.

Net Position

Net position represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources. Net position is displayed in three components:

a. Net investment in capital assets - Consists of capital assets, net of accumulated depreciation/amortization reduced by any outstanding debt attributable to acquire capital assets.

b. Restricted net position - Consists of net position balances restricted when there are limitations imposed on their use through external restrictions imposed by creditors, grantors, laws or regulations of other governments.

c. Unrestricted net position - All other net position balances that do not meet the definition of "restricted" or "net investment in capital assets".

When both restricted and unrestricted resources are available for use, it is the Charter School's policy to use restricted resources first, then unrestricted resources as they are needed.

Note 2: Stewardship, Compliance and Accountability

A. Budgetary Information

The budget for each fund is prepared on the same basis of accounting as the financial statements. Each May, the Charter School Board adopts an annual budget for the following fiscal year for the General fund, Food Service special revenue fund, and Community Service special revenue fund. A budget for the Friends of St. Croix Academy Building Company was not adopted for fiscal year 2025 as the school is not legally required to do so. Reported budget amounts represent the amended budget as adopted by the Charter School Board. Legal budgetary control is at the fund level. The General fund budget was amended during the current fiscal year. The amendment increased revenues $139,382 and increased expenditures $179,329.

1. Prior to July 1, the Executive Director of Finance and Operations submits to the Charter School's Board of Directors, a proposed operating budget for the year commencing the following July 1. The operating budget includes proposed expenditures and the means for financing them.

2. The Executive Director of Finance and Operations authorized to transfer budgeted amounts between departments within any fund, however, any revisions that alter the total expenditures of any fund must be approved by the Charter School's Board.

3. Formal budgetary integration is employed as a management control device during the year for the General and Special Revenue funds.

4. Budgets are as originally adopted or as amended by the Charter School's Board of Directors.

Legal budgetary control is at the fund level. Budgeted expenditure appropriations lapse at year-end.

Note 2: Stewardship, Compliance and Accountability

B. Excess of Expenditures Over Appropriations

For the year ended June 30, 2025, expenditures exceeded appropriations in the following funds:

Fund	Final Budget	Actual	Excess of Expenditures Over Appropriations
General Fund	$ 16,370,383	$ 16,793,512	$ 423,129
Food Service	749,853	767,497	17,644
Community Service	207,000	218,438	11,438

The excess expenditures were funded with available fund balances and revenues in excess of budget.

Note 3: Detailed Notes on All Funds

A. Deposits and Investments

Deposits

Custodial credit risk for deposits and investments is the risk that in the event of a bank failure, the Charter School's deposits and investments may not be returned or the Charter School will not be able to recover collateral securities in the possession of an outside party. In accordance with Minnesota statutes and as authorized by the Board of Education, the Charter School maintains deposits at depository banks that are members of the Federal Reserve System.

Minnesota statutes require that all Charter School deposits be protected by insurance, surety bond or collateral. The fair value of collateral pledged must equal 110 percent of the deposits not covered by insurance, bonds, or irrevocable standby letters of credit from Federal Home Loan Banks.

Authorized collateral in lieu of a corporate surety bond includes:

- United States government Treasury bills, Treasury notes, Treasury bonds;
- Issues of United States government agencies and instrumentalities as quoted by a recognized industry quotation service available to the government entity;
- General obligation securities of any state or local government with taxing powers which is rated "A" or better by a national bond rating service, or revenue obligation securities of any state or local government with taxing powers which is rated "AA" or better by a national bond rating service;
- General obligation securities of a local government with taxing powers may be pledged as collateral against funds deposited by that same local government entity;
- Irrevocable standby letters of credit issued by Federal Home Loan Banks to a municipality accompanied by written evidence that the bank's public debt is rated "AA" or better by Moody's Investors Service, Inc., or Standard & Poor's Corporation; and
- Time deposits that are fully insured by any federal agency.

Note 3: Detailed Notes on All Funds (Continued)

Minnesota statutes require that all collateral shall be placed in safekeeping in a restricted account at a Federal Reserve Bank, or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution furnishing the collateral. The selection should be approved by the Charter School.

At year end, the Charter School's carrying amount of deposits, bank balance, FDIC coverage and pledged collateral are shown in the chart below.

Carrying amount of deposits	$	5,374,980
Bank Balance	$	5,585,407
Covered by FDIC		(1,001,961)
Collateralized with securities pledged in Charter School's name	$	4,583,446

Investments

As of June 30, 2025 , the Charter School had the following investments that are insured or registered, or securities held by the Charter School's agent in the Charter School's name:

Types of Investments	Credit Quality/ Ratings (1)	Segmented Time Distribution (2)	Amortized Cost and Carrying Amount
Pooled Investments at Amortized Costs			
Brokered Money Market Accounts	N/A	less than one year	$ 3,363,262

(1) Ratings are provided by various credit rating agencies where applicable to indicate association credit risk.
(2) Interest rate risk is disclosed using the segmented time distribution method.
N/A Indicates not applicable or available.

These investments are held by an escrow agent in accordance with escrow agreements established with the sale of the Lease Revenue Bonds Series 2016. The investments of the Charter School are subject to the following risks:

- *Concentration of Credit Risk.* Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The School and the Building Company do not have formal investment policies to address the risk.

- *Interest Rate Risk.* Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The School and the Building Company do not have formal investment policies to address the risk.

Cash Summary

A reconciliation of cash and investments as shown on the statement of net position for the Charter School is as follows:

Carrying Amount of Deposits	$	5,374,980
Investments		3,363,262
Cash on Hand		1,350
Total	$	8,739,592

Note 3: Detailed Notes on All Funds (Continued)

B. Capital Assets

Capital asset activity for the year ended June 30, 2025 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities				
Capital Assets not Being Depreciated/Amortized				
Land	$ 2,080,000	$ -	$ -	$ 2,080,000
Capital Assets Being Depreciated/Amortized				
Buildings and improvements	28,804,112	229,484	-	29,033,596
Furniture and equipment	2,955,294	58,156	(142,924)	2,870,526
Lease Equipment (Intangible Right to Use)	286,652	-	-	286,652
Total Capital Assets Being Depreciated/Amortized	32,046,058	287,640	(142,924)	32,190,774
Less Accumulated Depreciation/Amortization for				
Buildings and improvements	(9,813,292)	(990,004)	-	(10,803,296)
Furniture and equipment	(1,605,634)	(253,264)	68,061	(1,790,837)
Lease Equipment (Intangible Right to Use)	(171,991)	(57,330)	-	(229,321)
Total Accumulated Depreciation/Amortization	(11,590,917)	(1,300,598)	68,061	(12,823,454)
Total Capital Assets Being Depreciated/Amortized, Net	20,455,141	(1,012,958)	(74,863)	19,367,320
Governmental Activities Capital Assets, Net	$ 22,535,141	$ (1,012,958)	$ (74,863)	$ 21,447,320

Depreciation/amortization expense was charged to functions of the Charter School as follows:

Governmental Activities	
Administration	$ 57,330
District Support Services	32,051
Elementary and Secondary Regular Instruction	145,667
Vocational Education Instruction	1,538
Special Education Instruction	1,018
Community Service	836
Instructional Support Services	152,176
Pupil Services	118
Food Service	15,668
Sites and Buildings	894,196
Total Depreciation/Amortization Expense - Governmental Activities	$ 1,300,598

Note 3: Detailed Notes on All Funds (Continued)

C. Interfund Receivables and Payables'

Interfund Balances

The composition of interfund balances as of June 30, 2025 is as follows:

Receivable Fund	Payable Fund	Amount
General	Building Company Funds	$ 63,017

During the year, the General Fund incurred expenditures that are to be reimbursed by the Building Company. This is expected to be repaid during the next fiscal year.

D. Short-Term Debt

The Charter School has a line of credit agreement with First State Bank and Trust for operating capital. The line of credit agreement was renewed in December 2023, with a maximum borrowing limit of $500,000 and matures on December 31, 2024. Interest is variable at prime plus 1.25% with a floor of 5.00%. The interest rate at June 30, 2025, was 9.25%. There was no borrowing activity and a zero balance under the line of credit agreement above for the fiscal year ended June 30, 2025.

E. Long-term Liabilities

Lease Revenue Bonds

During fiscal 2013, the Friends of St. Croix Preparatory Academy obtained a $5,000,000 construction loan from lease revenue bond proceeds sold by Bayview Township, Minnesota to finance the site acquisition, construction, and equipping of an approximately 23,000 square-foot expansion of the existing kindergarten through grade twelve building owned by the Friends of St. Croix Preparatory Academy and leased to St. Croix Preparatory Academy. Bayview Township issued $5,000,000 of nontaxable lease revenue bonds (Series 2012). The bond proceeds were placed in an escrow account controlled by Wells Fargo `Bank under the terms of a trust agreement between the Bayview Township and Wells Fargo Bank for the benefit of the Friends of St. Croix Preparatory Academy. The resulting loan was payable in semiannual installments of interest only beginning February 1, 2013 through February 1, 2039 and principal and interest beginning August 1, 2039 through August 1, 2042. The note was based on annual interest rate of 5.75% and was secured by a mortgage agreement covering the related land, school building, and building contents as well as the assignment of all lease revenue. These bonds were refunded by the 2016 lease revenue bonds on August 31, 2016.

During fiscal 2017, the Friends of St. Croix Preparatory Academy obtained a $29,320,000 construction loan from lease revenue bond proceeds sold by Bayview Township, Minnesota to: (i) refund the Township's Lease Revenue Bonds 2008A, (ii) refund the Township's Lease Revenue Bonds Series 2012, (iii) finance the construction of athletic fields and other recreational facilities, which may include an approximately 7,000 square-foot building and tennis courts, all located on approximately 25 acres of the existing site (the Athletics Facility and, with the Original Facility and the Expansion Facility, the Facility); (iv) fund a debt service reserve fund; and (v) pay the costs of issuing the Bonds. The bond proceeds were placed in an escrow account controlled by UMB Bank under the terms of a trust agreement between the Bayview Township and UMB Bank for the benefit of the Friends of St. Croix Preparatory Academy. The resulting loan is payable in semiannual installments beginning February 1, 2017 through August 1, 2046. The note is based on annual interest rates of between 1.70% and 4.25% and is secured by a mortgage agreement covering the related land, school building, and building contents as well as the assignment of all lease revenue.

Note 3: Detailed Notes on All Funds (Continued)

Annual debt service requirements to maturity for the lease revenue bonds are as follows:

Year Ending June 30,	2016 Lease Revenue Bonds		
	Principal	Interest	Total
2026	$ 720,000	$ 967,813	$ 1,687,813
2027	745,000	942,175	1,687,175
2028	770,000	915,662	1,685,662
2029	795,000	886,288	1,681,288
2030	830,000	853,788	1,683,788
2031 - 2035	4,665,000	3,734,437	8,399,437
2036 - 2040	5,680,000	2,702,538	8,382,538
2041 - 2045	6,920,000	1,431,637	8,351,637
2046 - 2047	3,195,000	170,425	3,365,425
Total	$ 24,320,000	$ 12,604,763	$ 36,924,763

Financed Purchase Arrangement

The Charter School entered into several financed purchase arrangements for the acquisition of Chromebooks and computers. The details of the agreements are as follows:

Description	Authorized and Issued	Interest Rate	Issue Date	Maturity Date	Balance at Year End	Due Within One Year
Regent Capital - Computers	$ 50,219	7.10 %	08/01/23	11/01/27	$ 27,953	$ 11,879
Regent Capital - Computers	173,637	7.10	07/01/23	07/01/27	76,111	67,046
Totals					$ 104,064	$ 78,925

The annual requirements to amortize all financed purchase arrangements at June 30, 2025 are as follows:

Year Ending June 30,	Finance Purchase		
	Principal	Interest	Total
2026	$ 78,925	$ 8,427	$ 87,352
2027	21,810	968	22,778
2028	3,329	59	3,388
Total	$ 104,064	$ 9,454	$ 113,518

Note 3: Detailed Notes on All Funds (Continued)

Lease Payable

In November of 2017, the Charter School entered into a long-term, noncancelable lease agreement with Loffler Companies, Inc. for copiers. This lease was remeasured to a duration of an additional 60 months from 7/1/21 and carries an interest rate of 3.35%. The details of the agreement are as follows:

Description	Authorized and Issued	Interest Rate	Issue Date	Maturity Date	Balance at Year End	Due Within One Year
Loffler Copiers	$ 286,652	3.35 %	07/01/21	06/01/26	$ 61,058	$ 61,058

The annual requirements to amortize all financed purchase arrangement are as follows:

Year Ending June 30,	Lease Payable		
	Principal	Interest	Total
2026	$ 61,058	$ 1,113	$ 62,171

Changes in Long-term Liabilities

Long-term liability activity for the year ended June 30, 2025 was as follows:

	Beginning Balance	Increases	Decreases	Remeasurement*	Ending Balance	Due Within One Year
Governmental Activities						
Bonds payable	$ 25,015,000	$ -	$ (695,000)	$ -	$ 24,320,000	$ 720,000
Premium	253,332	-	(11,014)	-	242,318	-
Lease Payable	120,108	-	(59,050)	-	61,058	61,058
Finance Purchase	225,435	-	(41,216)	(80,155)	104,064	78,925
Total	$ 25,613,875	$ -	$ (806,280)	$ (80,155)	$ 24,727,440	$ 859,983

*Remeasurement reflects the write-off of a finance purchase payable recorded in the prior year.

Note 4: Other Information

A. Risk Management

The Charter School is exposed to various risks of loss related to torts: theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which the Charter School carries commercial insurance. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years. There were no significant reductions in insurance coverage in fiscal year 2025.

Liabilities are reported when it is probable that a loss has occurred, and the amount of the loss can be reasonably estimated. Liabilities, if any, include an amount for claims that have been incurred but not reported (IBNRs). The Charter School's management is not aware of any incurred but not reported claims.

Note 4: Other Information (Continued)

B. Commitments and Contingencies

Federal and State Programs

Amounts received or receivable from federal and state agencies are subject to agency audit and adjustment. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable fund. The amount, if any, of funds which may be disallowed by the agencies cannot be determined at this time although the Charter School expects such amounts, if any, to be immaterial.

State Revenues Pledged

The Charter School has pledged all funds, monies, grants, or other distributions received by the Charter School from the state of Minnesota with respect to general student funding, state building lease aid payments, state distributions of Federal Title I funds, or any other funding sources, net of operating expenses of the Charter School required under state or federal laws to provide required educational program expenditures, to repay the $29.3 million 2016 lease revenue bonds issued by the Building Company in August of 2016. Proceeds from the bonds provided financing to (i) refund the Township's Lease Revenue Bonds Series 2008A, the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 90,000 square foot kindergarten through grade 12 education facility, located on an approximately 59 acre site at 4260 Stagecoach Trail North in the Township (the Original Facility), (ii) refund the Township's Lease Revenue Bonds Series 2012, the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 23,000 square foot addition to the Original Facility (the Expansion Facility), (iii) finance the construction of athletic fields and other recreational facilities, which may include an approximately 7,000 square-foot building and tennis courts, all located on approximately 25 acres of the existing site; (iv) fund a debt service reserve fund; and (v) pay the costs of issuing the Bonds. The bonds are payable solely from lease revenues paid by the Charter School to the Building Company revenues and are payable through August 1, 2046. Annual principal and interest payments on the bonds during the year ended June 30, 2025 required 86% of net lease revenues. The total principal and interest remaining to be paid on the bonds is $36,924,763. Principal and interest debt service expenditures paid for the current year and total customer net revenues were $1,687,575 and $1,963,992, respectively.

Lease Commitments and Terms

Effective with the purchase and construction of the educational site by the Friends of St. Croix Preparatory Academy, the Charter School leased the site from the Friends of St. Croix Preparatory Academy (a blended component unit). Under the terms of the lease agreement, the lease term is for the period beginning September 1, 2009 and ending June 30, 2039. The end of the term of this lease was extended to June 30, 2043 with the first amendment to the lease which was signed on August 15, 2012. The lease agreement was revised effective August 31, 2016 when the 2016 lease revenue bonds were issued. The revised lease extended the term through June 30, 2047. The net annual base rent for the term of the lease agreement is tied closely to the debt service requirements of the Friends of St. Croix Preparatory Academy, including amounts held in escrow as part of the respective loan agreements. In addition, the Charter School is responsible for all interior and exterior repair and maintenance costs as well as all utility costs. The total amount of rent paid by the School to Friends of St. Croix Preparatory Academy under the terms of the lease agreement for fiscal 2024-2025 was $1,963,992.

For fiscal 2025, the Charter School qualified for state charter school lease aid in the amount of $1,712,444 based on a statutory cap of $1,314 per pupil unit. This entitlement is subject to proration by the Minnesota Department of Education to the extent the overall funding that has been provided is insufficient to meet all amounts owed to Minnesota charter schools.

Note 4: Other Information (Continued)

Below is the schedule of future base rents payable in accordance with the lease agreements summarized above:

Year Ending June 30,	Lease Revenue
2026	$ 1,857,383
2027	1,856,852
2028	1,854,975
2029	1,857,746
2030	1,855,079
2031 - 2035	9,283,979
2036 - 2040	9,282,246
2041 - 2045	9,285,763
2046 - 2048	2,001,268
Total	$ 39,135,291

The Charter School's ability to make payments under such lease agreements is dependent on its revenues which are in turn, largely dependent on sufficient enrollments being served at the Charter School and on sufficient state aids per student being authorized and received from the state of Minnesota. The Charter School believes that its enrollments and aid entitlements will be sufficient to meet the lease obligations as they become due.

C. Economic Dependency

The charter school has a significant amount of revenue (78.9 percent) coming from the State of Minnesota.

D. Income Taxes

The Charter School is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Charter School also qualifies as a tax-exempt organization under applicable statutes of the State of Minnesota.

Management believes that it is not reasonably possible for any tax position benefits to increase or decrease significantly over the next 12 months. As of June 30, 2025, there were no income tax related accrued interest or penalties recognized in either the statement of financial position or the statement of activities.

The Charter School files informational returns in the U.S. federal jurisdiction, and in the Minnesota state jurisdiction. U.S. federal returns and Minnesota returns for the prior three fiscal years are closed. No returns are currently under examination in any tax jurisdiction.

Note 5: Lease Modification – Correction of Error

During the fiscal year 2025, a finance purchase payable recorded in the prior years was determined to have ben recorded in error, as no underlying agreement existed and the related transaction has been removed. The payable was subsequently written off through a remeasurement adjustment to long-term liabilities.

Note 6: Defined Benefit Pension Plans - Statewide

A. Teacher Retirement Association (TRA)

1. Plan Description

The Teachers Retirement Association (TRA) is an administrator of a multiple employer, cost-sharing, defined benefit retirement fund. TRA administers a Basic Plan (without Social Security coverage) and a Coordinated Plan (with Social Security coverage) in accordance with Minnesota Statutes, Chapters 354 and 356. TRA is a separate statutory entity and administered by a Board of Trustees. The Board consists of four active members, one retired member, and three statutory officials.

Educators employed in Minnesota's public elementary and secondary school, charter schools, and certain other TRA-covered educational institutions maintained by the state are required to be TRA members (except those employed by St. Paul schools or Minnesota State Colleges and Universities). Educators first hired by Minnesota State may elect either TRA coverage within one year of eligible employment or elect coverage through the Defined Contribution Retirement Plan (DCR) administered by Minnesota State. A teacher employed by Minnesota State and electing DCR plan is not a member of TRA except for purposes of social security coverage.

2. Benefits Provided

TRA provides retirement benefits as well as disability benefits to members, and benefits to survivors upon death of eligible members. Benefits are established by Minnesota Statute and vest after three years of service credit. The defined retirement benefits are based on a member's highest average salary for any consecutive 60 months of formula service, age and years of formula service credit at termination of service. TRA members belong to either the Basic or Coordinated Plan.

Two methods are used to compute benefits for TRA's Coordinated and Basic Plan members. Members first employed before July 1, 1989, receive the greater of the Tier I or Tier II benefits as described.

Tier I:	Step Rate Formula	Percentage
Basic	First ten years of service	2.2 percent per year
	All years after	2.7 percent per year
Coordinated	First ten years if service years are prior to July 1, 2006	1.2 percent per year
	First ten years if service years are July 1, 2006 or after	1.4 percent per year
	All other years of service if service years are prior to July 1, 2006	1.7 percent per year
	All other years of service if service years are July 1, 2006 or after	1.9 percent per year

With these provisions:

1. Retirement age is 65 with less than 30 years of allowable service and age 62 with 30 or more years of allowable service.
2. Three percent per year early retirement reduction factor for all years under normal retirement age.
3. Unreduced benefits for early retirement under a Rule-of-90 (age plus allowable service equals 90 or more).

or

Note 6: Defined Benefit Pension Plans - Statewide (Continued)

For years of service prior to July 1, 2006, a level formula of 1.7% per year for coordinated members and 2.7% per year for basic members is applied. For years of service July 1, 2006 and after, a level formula of 1.9% per year for coordinated members and 2.7% per year for Basic members applies. An early retirement reduction is applied to members retiring prior to age 65. Members who reach age 62 with 30 years of service have a lower (more favorable to the member) reduction rate applied.

Tier II:

Members first employed after June 30, 1989, receive only the Tier II benefit calculation with a normal retirement age that is their retirement age for full Social Security retirement benefits, but not to exceed age 66. After July 1, 2024, the age will change to not to exceed 65. An early retirement reduction is applied to members retiring before age 66, but will be age 65 after July 1, 2024. Members who reach age 62 with 30 years of service have a lower (more favorable to the member) early retirement reduction rate applied.

Six different types of annuities are available to members upon retirement. The No Refund Plan is a lifetime annuity that ceases upon the death of the retiree – no survivor annuity is payable. A retiring member may also choose to provide survivor benefits to a designated beneficiary(ies) by selecting one of the five plans that have survivorship features. Vested members may also leave their contributions in the TRA Fund upon termination of service in order to qualify for a deferred annuity at retirement age. Any member terminating service is eligible for a refund of their employee contributions plus interest.

The benefit provisions stated apply to active plan participants. Vested, terminated employees who are entitled to benefits but not yet receiving them are bound by the plan provisions in effect at the time they last terminated their public service.

3. Contributions

Per Minnesota Statutes, Chapter 354 sets the contribution rates for employees and employers. Rates for the fiscal year 2025 for coordinated were 7.75% for the employee and 8.75% for the employer. Basic rates were 11.25% for the employee and 12.75% for the employer. The Charter School's contributions to TRA for the plan's fiscal year ended June 30, 2025, 2024, and 2023 were $585,347, $574,074, and $520,286. The Charter School's contributions were equal to the required contributions for each year as set by state statute.

4. Actuarial Assumptions

The total pension liability in the July 1, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement.

Note 6: Defined Benefit Pension Plans - Statewide (Continued)

Key Methods and Assumptions Used in Valuation of Total Pension Liability

Actuarial Information	
Experience Studies	August 2, 2023 (demographic and economic assumptions)
Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions	
Investment Rate of Return	7.00%
Price Inflation	2.50%
Wage Growth Rate	2.85% before July 1, 2028 and 3.25% after June 30, 2028
Projected Salary Increase	2.85 to 8.85% before July 1, 2028 and 3.25% to 9.25% after June 30, 2028
Cost of Living Adjustment	1% for January 2019 through January 2023, then Increasing by 0.1% each year up to 1.5% annually
Mortality Assumption	
Pre-retirement	PubT-2010(A) Employee Mortality Table, male rates set forward 1 year and female rates unadjusted. Generational projection uses the MP-2021 scale.
Healthy Retirees	PubT-2010 (A) Retiree Mortality Table, male rates set forward 1 year and female rates unadjusted. Generational projection uses the MP-2021 scale.
Beneficiaries	Pub-2010 (A) Contingent Survivor Mortality Table, male rates set forward 1 year and female rates unadjusted. Generational projection uses the MP-2021 scale.
Disabled Retirees	PubNS-2010 Disabled Retiree Mortality Table, male rates set forward 1 year and female rates unadjusted. Generational projection uses the MP-2021 scale.

*The assumptions prescribed are based on the experience study dated August 2, 2023. For GASB 67 purposes, the long-term rate of return assumptions is selected by TRA management in consultation with actuary.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Domestic Equity	33.5 %	5.10 %
International Equity	16.5	5.30
Fixed Income	25.0	0.75
Private Markets	25.0	5.90
Total	100.0 %	

Note 6: Defined Benefit Pension Plans - Statewide (Continued)

Changes in the actuarial assumptions since the 2022 valuation:

- Mortality tables were updated for active employees, retirees, disabled retirees, and contingent beneficiaries to recently published tables derived from public plan data known as the Pub2010 family.

- Retirement rates were increased for some of the Tier II early retirement ages and some of the unreduced retirement rates were modified for both tiers to better align with actual experience.

- Probability that new female retirees elect either the Straight Life Annuity or 100% Joint & Survivor Annuity were refined to reflect the actual experience.

- Termination rates were reduced in the first 10 years of employment and slightly increased in years 16 to 25 to better match the observed experience.

- Disability rates were decreased beyond age 45 by 15% to reflect the continued lower than expected observations.

5. Discount Rate

The discount rate used to measure the total pension liability was 7%. There was no change in the discount rate since the prior measurement date. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the fiscal year 2024 contribution rate, contributions from school districts will be made at contractually required rates (actuarially determined), and contributions from the state will be made at current statutorily required rates. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

6. Net Pension Liability

On June 30, 2025, The Charter School reported a liability of $6,284,423 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The Charter School's proportion of the net pension liability was based on the Charter School's contributions to TRA in relation to total system contributions including direct aid from the State of Minnesota, City of Minneapolis and Minneapolis School District. The Charter School's proportionate share was 0.0989% at the end of the measurement period and 0.0944% for the beginning of the year.

The pension liability amount reflected a reduction due to direct aid provided to TRA. The amount recognized by the Charter School as its proportionate share of the net pension liability, the direct aid, and total portion of the net pension liability that was associated with the Charter School were as follows:

Charter School's Proportionate Share of Net Pension Liability	$ 6,284,423
State's Proportionate Share of Net Pension Liability Associated with the Charter School	385,147
Total	$ 6,669,570

For the year ended June 30, 2025, the Charter School recognized pension expense of $580,319. It also recognized $26,752 as an decrease to pension expense for the support provided by direct aid.

During the plan year ended June 30, 2024, the State of Minnesota contributed $176 million to the Fund. The State of Minnesota is not included as a non-employer contributing entity in the plan pension allocation schedules for the $176 million in direct state aid because this contribution was not considered to meet the definition of a special funding situation. The Charter School recognized $174,229 for the year ended June 30, 2025 as revenue and an offsetting reduction of net pension liability for its proportionate share of the State of Minnesota's on-behalf contributions to the Fund.

Note 6: Defined Benefit Pension Plans - Statewide (Continued)

On June 30, 2025, the Charter School reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	$ 295,882	$ 78,385
Changes in Actuarial Assumptions	554,331	1,072,761
Net Difference Between Projected and Actual Investment Earnings	-	362,625
Changes in Proportion	309,608	-
Contributions Paid to PERA Subsequent to the Measurement Date	585,347	-
Total	$ 1,745,168	$ 1,513,771

The $585,347 reported as deferred outflows of resources related to pensions resulting from Charter School Contributions subsequent to the measurement date will be recognized as a reduction in the net pension liability in the year ending June 30, 2026. Other amounts reported as deferred outflows of resources and (deferred inflows of resources) will be recognized in pension expense as follows:

2026	$ (375,169)
2027	465,963
2028	198,757
2029	(311,856)
2030	(246,710)
Thereafter	(84,935)

7. Pension Liability Sensitivity

The following presents the net pension liability of TRA calculated using the discount rate of 7%, as well as what the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6%) or one percentage point higher (8%) than the current rate (preparer instructions: multiply the allocation % by TRA's sensitivity footnote info).

	Charter School's Proportionate Share of NPL		
	1 Percent Decrease (6%)	Current (7%)	1 Percent Increase (8%)
Teachers Retirement Association	$ 11,067,237	$ 6,284,423	$ 3,998,104

8. Pension Plan Fiduciary Net Position

Detailed information about the plan's fiduciary net position is available in a separately-issued TRA financial report. That report can be obtained at https://minnesotatra.org, by writing to TRA at 60 Empire Drive, Suite 400, St. Paul, MN, 55103-4000; or by calling 651-296-2409 or 800-657-3669.

Note 6: Defined Benefit Pension Plans - Statewide (Continued)

B. Public Employees Retirement Association (PERA)

1. Plan Description

The Charter School participates in the following cost-sharing multiple-employer defined benefit pension plans administered by the Public Employees Retirement Association of Minnesota (PERA). These plan provisions are established and administered according to Minnesota Statutes chapters 353, 353D, 353E, 353G, and 356. Minnesota Statutes chapter 356 defines each plan's financial reporting requirements. PERA's defined benefit pension plans are tax qualified plans under Section 401(a) of the Internal Revenue Code.

General Employees Retirement Plan (General Plan)

Membership in the General Plan includes employees of counties, cities, townships, schools in non-certified positions, and other governmental entities whose revenues are derived from taxation, fees, or assessments. Plan membership is required for any employee who is expected to earn more than $425 in a month, unless the employee meets exclusion criteria.

2. Benefits Provided

PERA provides retirement, disability, and death benefits. Benefit provisions are established by state statute and can only be modified by the state Legislature. Vested, terminated employees who are entitled to benefits, but are not receiving them yet, are bound by the provisions in effect at the time they last terminated their public service. When a member is "vested," they have earned enough service credit to receive a lifetime monthly benefit after leaving public service and reaching an eligible retirement age. Members who retire at or over their Social Security full retirement age with at least one year of service qualify for a retirement benefit.

General Employees Plan Benefits

General Employees Plan requires three years of service to vest. Benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service. Two methods are used to compute benefits for General Plan members. Members hired prior to July 1, 1989, receive the higher of the Step or Level formulas. Only the Level formula is used for members hired after June 30, 1989. Under the Step formula, General Plan members receive 1.2 percent of the highest average salary for each of the first 10 years of service and 1.7 percent for each additional year. Under the Level formula, General Plan members receive 1.7 percent of highest average salary for all years of service. For members hired prior to July 1, 1989 a full retirement benefit is available when age plus years of service equal 90 and normal retirement age is 65. Members can receive a reduced requirement benefit as early as age 55 if they have three or more years of service. Early retirement benefits are reduced by .25 percent for each month under age 65. Members with 30 or more years of service can retire at any age with a reduction of 0.25 percent for each month the member is younger than age 62. The Level formula allows General Plan members to receive a full retirement benefit at age 65 if they were first hired before July 1, 1989 or at age 66 if they were hired on or after July 1, 1989. Early retirement begins at age 55 with an actuarial reduction applied to the benefit.

Benefit increases are provided to benefit recipients each January. The postretirement increase is equal to 50 percent of the cost-of-living adjustment (COLA) announced by the SSA, with a minimum increase of at least 1 percent and a maximum of 1.5 percent. The 2024 annual increase was 1.5 percent. Recipients that have been receiving the annuity or benefit for at least a full year as of the June 30 before the effective date of the increase will receive the full increase. Recipients receiving the annuity or benefit for at least one month but less than a full year as of the June 30 before the effective date of the increase will receive a prorated increase.

Note 6: Defined Benefit Pension Plans - Statewide (Continued)

3. Contributions

Minnesota Statutes chapters 353, 353E, 353G, and 356 set the rates for employer and employee contributions. Contribution rates can only be modified by the state Legislature.

General Employees Fund Contributions

General Plan members were required to contribute 6.50 percent of their annual covered salary in fiscal year 2025 and the Charter School was required to contribute 7.50 percent for Coordinated Plan members. The Charter School's contributions to the General Employees Fund for the years ending June 30, 2025, 2024 and 2023, were $195,846, $192,984 and $184,212, respectively. The Charter School's contributions were equal to the required contributions for each year as set by state statute.

4. Pension Costs

General Employees Fund Pension Costs

At June 30, 2025, the Charter School reported a liability of $1,123,964 for its proportionate share of the General Employees Fund's net pension liability. The Charter School's net pension liability reflected a reduction due to the State of Minnesota's contribution of $16 million. The State of Minnesota is considered a non-employer contributing entity and the state's contribution meets the definition of a special funding situation. The State of Minnesota's proportionate share of the net pension liability associated with the Charter School totaled $29,063.

Charter School's Proportionate Share of Net Pension Liability	$ 1,123,964
State's Proportionate Share of Net Pension Liability Associated with the Charter School	29,063
Total	$ 1,153,027

The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Charter School's proportion of the net pension liability was based on the Charter School's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2024 through June 30, 2025, relative to the total employer contributions received from all of PERA's participating employers. The Charter School's proportionate share was 0.0304 percent at the end of the measurement period and 0.0309 percent for the beginning of the period.

For the year ended June 30, 2025, the Charter School recognized pension expense of $77,679 for its proportionate share of the General Employees Plan's pension expense. In addition, the Charter School recognized an additional $779 as pension expense (and grant revenue) for its proportionate share of the State of Minnesota's contribution of $16 million to the General Employees Fund.

During the plan year ended June 30, 2025, the State of Minnesota contributed $170.1 million to the General Employees Fund. The State of Minnesota is not included as a non-employer contributing entity in the General Employees Plan pension allocation schedules for the $170.1 million in direct state aid because this contribution was not considered to meet the definition of a special funding situation. The Charter School recognized $51,713 for the year ended June 30, 2025 as revenue and an offsetting reduction of net pension liability for its proportionate share of the State of Minnesota's on-behalf contributions to the General Employees Fund.

Note 6: Defined Benefit Pension Plans - Statewide (Continued)

At June 30, 2025, the Charter School reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	$ 105,725	$ -
Changes in Actuarial Assumptions	5,144	660,314
Net Difference Between Projected and Actual Investment Earnings	-	93,318
Changes in Proportion	-	20,859
Contributions Paid to PERA Subsequent to the Measurement Date	195,846	-
Total	$ 306,715	$ 774,491

The $195,846 reported as deferred outflows of resources related to pensions resulting from the Charter School's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2026. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

2026	$ (366,732)
2027	(103,783)
2028	(164,419)
2029	(28,688)

5. Long-Term Expected Return on Investment

The State Board of Investment, which manages the investments of PERA, prepares an analysis of the reasonableness on a regular basis of the long-term expected rate of return using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighting the expected future rates of return by the target asset allocation percentages. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Domestic Equity	33.5 %	5.10 %
International Equity	16.5	5.30
Fixed Income	25.0	0.75
Private Markets	25.0	5.90
Total	100.0 %	

Note 6: Defined Benefit Pension Plans - Statewide (Continued)

6. Actuarial Assumptions

The total pension liability for each of the cost-sharing defined benefit plans was determined by an actuarial valuation as of June 30, 2024, using the entry age normal actuarial cost method. The long-term rate of return on pension plan investments used to determine the total liability is 7%. The 7% assumption is based on a review of inflation and investment return assumptions from a number of national investment consulting firms. The review provided a range of investment return rates considered reasonable by the actuary. An investment return of 7% is within that range.

Inflation is assumed to be 2.25% for the General Employees Plan. Benefit increases after retirement are assumed to be 1.25% for the General Employees Plan.

Salary growth assumptions in the General Employees Plan range in annual increments from 10.25% after one year of service to 3% after 27 years of service. Mortality rates for the General Employees Plan are based on the Pub-2010 General Employee Mortality Table.

Actuarial assumptions for the General Employees Plan are reviewed every four years. The General Employees Plan was last reviewed in 2023. The assumption changes were adopted by the board and became effective with the July 1, 2024 actuarial valuation.

The following changes in actuarial assumptions and plan provisions occurred in 2024:

General Employees Fund

Changes in Actuarial Assumptions

- Rates of merit and seniority were adjusted, resulting in slightly higher rates.
- Assumed rates of retirement were adjusted as follows: increase the rate of assumed unreduced retirements, slight adjustments to Rule of 90 retirement rates, and slight adjustments to early retirement rates for Tier 1 and Tier 2 members.
- Minor increase in assumed withdrawals for males and females.
- Lower rates of disability.
- Continued use of Pub-2010 general mortality table with slight rate adjustments as recommended in the most recent experience study.
- Minor changes to form of payment assumptions for male and female retirees.
- Minor changes to assumptions made with respect to missing participant data.

Changes in Plan Provisions

-The workers' compensation offset for disability benefits was eliminated. The actuarial equivalent factors updated to reflect the changes in assumptions.

7. Discount Rate

The discount rate used to measure the total pension liability in 2024 was 7.0 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at rates set in Minnesota Statutes. Based on these assumptions, the fiduciary net position of the General Employees Plans were projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Note 6: Defined Benefit Pension Plans - Statewide (Continued)

8. Pension Liability Sensitivity

The following presents the Charter School's proportionate share of the net pension liability for all plans it participates in, calculated using the discount rate disclosed in the preceding paragraph, as well as what the Charter School's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

	Charter School's Proportionate Share of NPL		
	1 Percent Decrease (6%)	Current (7%)	1 Percent Increase (8%)
General Employees Fund	$ 2,454,918	$ 1,123,964	$ 29,133

9. Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in a separately issued PERA financial report that includes financial statements and required supplementary information. That report may be obtained on the Internet at www.mnpera.org.

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REQUIRED SUPPLEMENTARY INFORMATION

ST CROIX PREPATORY ACADEMY
STILLWATER, MINNESOTA

FOR THE YEAR ENDED
JUNE 30, 2025

St. Croix Prepatory Academy
Stillwater, Minnesota
Required Supplementary Information
For the Year Ended June 30, 2025

Schedule of Employer's Share of TRA Net Pension Liability

Fiscal Year Ending	Charter School's Proportion of the Net Pension Liability	Charter School's Proportionate Share of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability Associated with the Charter School (b)	Total (a+b)	Charter School's Covered Payroll (c)	Charter School's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll (a/c)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
6/30/2024	0.0989 %	$ 6,284,423	$ 385,147	$ 6,669,570	$ 6,560,846	95.8 %	82.1 %
6/30/2023	0.0944	7,793,875	545,968	8,339,843	6,085,216	128.1	76.4
6/30/2022	0.0872	6,982,515	1,040,634	8,023,149	5,400,396	129.3	76.2
6/30/2021	0.0865	3,785,499	319,280	4,104,779	5,213,542	72.6	86.6
6/30/2020	0.0875	6,464,617	541,567	7,006,184	5,034,621	128.4	75.5
6/30/2019	0.0794	5,060,973	-	5,060,973	4,515,409	112.1	78.2
6/30/2018	0.0771	4,843,191	-	4,843,191	4,292,160	112.8	78.1
6/30/2017	0.0753	15,031,246	-	15,031,246	4,075,667	368.8	51.6
6/30/2016	0.0765	18,247,075	-	18,247,075	3,991,373	457.2	44.9
6/30/2015	0.0772	4,775,584	-	4,775,584	3,908,133	122.2	76.8

Schedule of Employer's TRA Contributions

Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	Charter School's Covered Payroll (c)	Contributions as a Percentage of Covered Payroll (b/c)
6/30/2025	$ 585,347	$ 585,347	$ -	$ 6,689,680	8.75 %
6/30/2024	574,074	574,074	-	6,560,846	8.75
6/30/2023	520,286	520,286	-	6,085,216	8.55
6/30/2022	450,393	450,393	-	5,400,396	8.34
6/30/2021	423,861	423,861	-	5,213,542	8.13
6/30/2020	398,742	398,742	-	5,034,621	7.92
6/30/2019	348,138	348,138	-	4,515,409	7.71
6/30/2018	321,912	321,912	-	4,292,160	7.50
6/30/2017	305,675	305,675	-	4,075,667	7.50
6/30/2016	299,353	299,353	-	3,991,373	7.50

Notes to the Required Supplementary Information - TRA

Changes in Actuarial Assumptions

2024
Mortality tables were updated for active employees, retirees, disabled retirees, and contingent beneficiaries to recently published tables derived from public plan data known as the Pub2010 family. Retirement rates were increased for some of the Tier II early retirement ages and some of the unreduced retirement rates were modified for both tiers to better align with actual experience. Probability that new female retirees elect either the Straight Life Annuity or 100% Joint & Survivor Annuity were refined to reflect the actual experience. Termination rates were reduced in the first 10 years of employment and slightly increased in years 16 to 25 to better match the observed experience. Disability rates were decreased beyond age 45 by 15% to reflect the continued lower than expected observations.

2023
The 2023 Tax Finance and Policy Bill, effective July 1, 2025 and The 2024 Omnibus Pensions and Retirement Bill contained a number of changes. The employer contribution rate will increase from 8.75% to 9.5% on July 1, 2025. The employee contribution rate will increase from 7.75% to 8% on July 1, 2025. The Normal Retirement Age (NRA) for active and eligible deferred Tier II members will be 65 effective July 1, 2024. TRA's amortization date will remain the same at 2048. The pension adjustment rate for school districts and the base budgets for Minnesota State, Perpich Center for Arts Education, and Minnesota Academies will increase to reflect the 0.75% employer contribution rate increase.

2022
No changes noted.

2021
The investment return assumption was changed from 7.50 percent to 7.00 percent.

2020
Assumed termination rates were changed to more closely reflect actual experience. The pre-retirement mortality assumption was changed to RP-2014 white collar employee table, male rates set back five years and female rates set back seven years. Generational projection uses the MP-2015 scale. Assumed form of annuity election proportions were changed to more closely reflect actual experience for female retirees.

2019
No changes noted.

2018
The mortality projection scale was changed from MP-2015 to MP-2017. The assumed benefit increase was changed from 1.00 percent per year through 2044 and 2.50 percent per year thereafter to 1.25 percent per year.

2017
The Combined Service Annuity (CSA) loads were changed from 0.8 percent for active members and 60 percent for vested and non-vested deferred members. The revised CSA loads are now 0.0 percent for active member liability, 15.0 percent for vested deferred member liability and 3.0 percent for non-vested deferred member liability. The assumed post-retirement benefit increase rate was changed from 1.0 percent per year for all years to 1.0 percent per year through 2044 and 2.5 percent per year thereafter.

2016
The assumed post-retirement benefit increase rate was changed from 1.0 percent per year through 2035 and 2.5 percent per year thereafter to 1.0 percent per year for all future years. The assumed investment return was changed from 7.9 percent to 7.5 percent. The single discount rate was changed from 7.9 percent to 7.5 percent. Other assumptions were changed pursuant to the experience study dated June 30, 2015. The assumed future salary increases, payroll growth and inflation were decreased by 0.25 percent to 3.25 percent for payroll growth and 2.50 percent for inflation.

2015
The cost of living adjustment was not assumed to increase to 2.5 percent but remain at 2.0 percent for all future years. The investment return assumption was changed from 8.25 percent to 8.00 percent.

Notes to the Required Supplementary Information – TRA (Continued)

Changes in Plan Provisions

2024
No changes noted.

2023
No changes noted.

2022
No changes noted.

2021
No changes noted.

2020
No changes noted.

2019
No changes noted.

2018
The 2018 Omnibus Pension Bill contained a number of changes: The COLA was reduced from 2.0% each January 1 to 1.0%, effective January 1, 2019. Beginning January 1, 2024, the COLA will increase 0.1% each year until reaching the ultimate rate of 1.5% in January 1, 2028. Beginning July 1, 2024, eligibility for the first COLA changes to normal retirement age (age 65 to 66, depending on date of birth). However, members who retire under Rule of 90 and members who are at least age 62 with 30 years of service credit are exempt. The COLA trigger provision, which would have increased the COLA to 2.5% if the funded ratio was at least 90% for two consecutive years, was eliminated. Augmentation in the early retirement reduction factors is phased out over a five-year period beginning July 1, 2019 and ending June 30, 2024 (this reduces early retirement benefits). Members who retire and are at least age 62 with 30 years of service are exempt. Augmentation on deferred benefits will be reduced to zero percent beginning July 1, 2019. Interest payable on refunds to members was reduced from 4.0% to 3.0%, effective July 1, 2018. Interest due on payments and purchases from members, employers is reduced from 8.5% to 7.5%, effective July 1, 2018. The employer contribution rate is increased each July 1 over the next 6 years, (7.71% in 2018, 7.92% in 2019, 8.13% in 2020, 8.34% in 2021, 8.55% in 2022, 8.75% in 2023). In addition, the employee contribution rate will increase from 7.50% to 7.75% on July 1, 2023. The state provides funding for the higher employer contribution rate through an adjustment in the school aid formula.

2017
No changes noted.

2016
No changes noted.

2015
On June 30, 2015, the Duluth Teachers Retirement Fund Association was merged into TRA. This also resulted in a state-provided contribution stream of $14.377 million until the System becomes fully funded.

Schedule of Employer's Share of PERA Net Pension Liability

Fiscal Year Ending	Charter School's Proportion of the Net Pension Liability	Charter School's Proportionate Share of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability Associated with the 0.0771 (b)	Total (a+b)	Charter School's Covered Payroll (c)	Charter School's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll (a/c)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
6/30/2024	0.0304 %	$ 1,123,964	$ 29,063	$ 1,153,027	$ 2,573,120	43.7 %	86.7 %
6/30/2023	0.0309	1,727,893	47,704	1,775,597	2,456,160	70.3	83.1
6/30/2022	0.0285	2,257,209	66,320	2,323,529	2,161,347	104.4	76.7
6/30/2021	0.0272	1,161,562	35,433	1,196,995	1,957,773	59.3	87.0
6/30/2020	0.0285	1,708,705	52,728	1,761,433	1,885,747	90.6	79.0
6/30/2019	0.0269	1,487,241	46,165	1,533,406	1,899,920	78.3	80.2
6/30/2018	0.0263	1,459,016	47,924	1,506,940	1,755,987	83.1	79.5
6/30/2017	0.0253	1,615,135	20,327	1,635,462	1,627,573	99.2	75.9
6/30/2016	0.0235	1,908,083	24,913	1,932,996	1,459,320	130.8	68.9
6/30/2015	0.0247	1,280,082	-	1,280,082	1,418,453	90.2	78.2

Schedule of Employer's PERA Contributions

Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	Charter School's Covered Payroll (c)	Contributions as a Percentage of Covered Payroll (b/c)
6/30/2025	$ 195,846	$ 195,846	$ -	$ 2,611,280	7.50 %
6/30/2024	192,984	192,984	-	2,573,120	7.50
6/30/2023	184,212	184,212	-	2,456,160	7.50
6/30/2022	162,101	162,101	-	2,161,347	7.50
6/30/2021	146,833	146,833	-	1,957,773	7.50
6/30/2020	141,431	141,431	-	1,885,747	7.50
6/30/2019	142,494	142,494	-	1,899,920	7.50
6/30/2018	131,699	131,699	-	1,755,987	7.50
6/30/2017	122,068	122,068	-	1,627,573	7.50
6/30/2016	109,449	109,449	-	1,459,320	7.50

Notes to the Required Supplementary Information - PERA

Changes in Actuarial Assumptions

2024
The following changes in assumptions are effective with the July 1, 2024 valuation, as recommended in the most recent experience study (dated June 29, 2023): Rates of merit and seniority were adjusted, resulting in slightly higher rates. Assumed rates of retirement were adjusted as follows: increase the rate of assumed unreduced retirements, slight adjustments to Rule of 90 retirement rates, and slight adjustments to early retirement rates for Tier 1 and Tier 2 members. Minor increase in assumed withdrawals for males and females. Lower rates of disability. Continued use of Pub-2010 general mortality table with slight rate adjustments as recommended in the most recent experience study. Minor changes to form of payment assumptions for male and female retirees. Minor changes to assumptions made with respect to missing participant data.

2023
The investment return and single discount rates were changed from 6.5 percent to 7.0 percent.

2022
The mortality improvement scale was changed from Scale MP-2020 to Scale MP-2021.

2021
The investment return and single discount rates were changed from 7.50 percent to 6.50 percent, for financial reporting purposes. The mortality improvement scale was changed from Scale MP-2019 to Scale MP-2020.

2020
The price inflation assumption was decreased from 2.50% to 2.25%. The payroll growth assumption was decreased from 3.25% to 3.00%. Assumed salary increase rates were changed as recommended in the June 30, 2019 experience study. The net effect is assumed rates that average 0.25% less than previous rates. Assumed rates of retirement were changed as recommended in the June 30, 2019 experience study. The changes result in more unreduced (normal) retirements and slightly fewer Rule of 90 and early retirements. Assumed rates of termination were changed as recommended in the June 30, 2019 experience study. The new rates are based on service and are generally lower than the previous rates for years 2-5 and slightly higher thereafter. Assumed rates of disability were changed as recommended in the June 30, 2019 experience study. The change results in fewer predicted disability retirements for males and females. The base mortality table for healthy annuitants and employees was changed from the RP-2014 table to the Pub-2010 General Mortality table, with adjustments. The base mortality table for disabled annuitants was changed from the RP-2014 disabled annuitant mortality table to the PUB-2010 General/Teacher disabled annuitant mortality table, with adjustments. The mortality improvement scale was changed from Scale MP-2018 to Scale MP-2019. The assumed spouse age difference was changed from two years older for females to one year older. The assumed number of married male new retirees electing the 100% Joint & Survivor option changed from 35% to 45%. The assumed number of married female new retirees electing the 100% Joint & Survivor option changed from 15% to 30%. The corresponding number of married new retirees electing the Life annuity option was adjusted accordingly.

2019
The mortality projection scale was changed from MP-2017 to MP-2018.

2018
The mortality projection scale was changed from MP-2015 to MP-2017. The assumed benefit increase was changed from 1.00 percent per year through 2044 and 2.50 percent per year thereafter to 1.25 percent per year.

2017
The Combined Service Annuity (CSA) loads were changed from 0.8 percent for active members and 60 percent for vested and non-vested deferred members. The revised CSA loads are now 0.0 percent for active member liability, 15.0 percent for vested deferred member liability and 3.0 percent for non-vested deferred member liability. The assumed post-retirement benefit increase rate was changed from 1.0 percent per year for all years to 1.0 percent per year through 2044 and 2.5 percent per year thereafter.

2016
The assumed post-retirement benefit increase rate was changed from 1.0 percent per year through 2035 and 2.5 percent per year thereafter to 1.0 percent per year for all future years. The assumed investment return was changed from 7.9 percent to 7.5 percent. The single discount rate was changed from 7.9 percent to 7.5 percent. Other assumptions were changed pursuant to the experience study dated June 30, 2015. The assumed future salary increases, payroll growth and inflation were decreased by 0.25 percent to 3.25 percent for payroll growth and 2.50 percent for inflation.

2015
The assumed post-retirement benefit increase rate was changed from 1.0 percent per year through 2030 and 2.5 percent per year thereafter to 1.0 percent per year through 2035 and 2.5 percent per year thereafter.

Notes to the Required Supplementary Information – PERA (Continued)

Changes in Plan Provisions

2024
The workers' compensation offset for disability benefits was eliminated. The actuarial equivalent factors updated to reflect the changes in assumptions.

2023
An additional one-time direct state aid contribution of $170.1 million will be contributed to the Plan on October 1, 2023. The vesting period of those hired after June 30, 2010, was changed from five years of allowable service to three years of allowable service. The benefit increase delay for early retirements on or after January 1, 2024 was eliminated. A one-time non-compounding benefit increase of 2.5 percent minus the actual 2024 adjustment will be payable in a lump sum for calendar year 2024 by March 31, 2024.

2022
There were no changes in plan provisions since the previous valuation.

2021
There were no changes in plan provisions since the previous valuation.

2020
Augmentation for current privatized members was reduced to 2.0% for the period July 1, 2020 through December 31, 2023 and 0.0% after. Augmentation was eliminated for privatizations occurring after June 30, 2020.

2019
The employer supplemental contribution was changed prospectively, decreasing from $31.0 million to $21.0 million per year. The state's special funding contribution was changed prospectively, requiring $16.0 million due per year through 2031.

2018
The augmentation adjustment in early retirement factors is eliminated over a five-year period starting July 1, 2019, resulting in actuarial equivalence after June 30, 2024. Interest credited on member contributions decreased from 4.0 percent to 3.0 percent, beginning July 1, 2018. Deferred augmentation was changed to 0.0 percent, effective January 1, 2019. Augmentation that has already accrued for deferred members will still apply. Contribution stabilizer provisions were repealed. Postretirement benefit increases were changed from 1.0 percent per year with a provision to increase to 2.5 percent upon attainment of 90.0 percent funding ratio to 50.0 percent of the Social Security Cost of Living Adjustment, not less than 1.0 percent and not more than 1.5 percent, beginning January 1, 2019. For retirements on or after January 1, 2024, the first benefit increase is delayed until the retiree reaches normal retirement age; does not apply to Rule of 90 retirees, disability benefit recipients, or survivors. Actuarial equivalent factors were updated to reflect revised mortality and interest assumptions.

2017
The State's contribution for the Minneapolis Employees Retirement Fund equals $16,000,000 in 2017 and 2018, and $6,000,000 thereafter. The Employer Supplemental Contribution for the Minneapolis Employees Retirement Fund changed from $21,000,000 to $31,000,000 in calendar years 2019 to 2031. The state's contribution changed from $16,000,000 to $6,000,000 in calendar years 2019 to 2031.

2016
There were no changes in plan provisions since the previous valuation.

2015
On January 1, 2015, the Minneapolis Employees Retirement Fund was merged into the General Employees Fund, which increased the total pension liability by $1.1 billion and increased the fiduciary plan net position by $892 million. Upon consolidation, state and employer contributions were revised.

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COMBINING FUND FINANCIAL STATEMENTS, SCHEDULES, AND TABLE

ST CROIX PREPATORY ACADEMY
STILLWATER, MINNESOTA

FOR THE YEAR ENDED
JUNE 30, 2025

St Croix Preparatory Academy
Stillwater, Minnesota
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Special Revenue		Total Governmental Funds
	Food Service	Community Service	
Assets			
Cash and temporary investments	$ 581,237	$ 135,646	$ 716,883
Accounts receivable	77	707	784
Due from the Department of Education	5,370	-	5,370
Due from the Federal government	1,677	-	1,677
Inventory	7,915	-	7,915
Total Assets	$ 596,276	$ 136,353	$ 732,629
Liabilities			
Accounts and other payables	$ 155	$ 4,795	$ 4,950
Unearned revenue	25,533	62,430	87,963
Total Liabilities	25,688	67,225	92,913
Fund Balances			
Nonspendable	7,915	-	7,915
Restricted for			
Food service	562,673	-	562,673
Community service	-	69,128	69,128
Total Fund Balances	570,588	69,128	639,716
Total Liabilities and Fund Balances	$ 596,276	$ 136,353	$ 732,629

St Croix Preparatory Academy
Stillwater, Minnesota
Combining Statement of Revenues, Expenditures and
Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2025

	Special Revenue		Total
	Food Service	Community Service	Governmental Funds
Revenues			
Revenue from federal sources	$ 214,809	$ -	$ 214,809
Revenue from state sources	509,531	-	509,531
Revenue from local sources	1,186	207,289	208,475
Sales and other conversion of assets	86,133	-	86,133
Total Revenues	811,659	207,289	1,018,948
Expenditures			
Current			
Community education and services	-	218,438	218,438
Food service	742,486	-	742,486
Capital outlay			
Food service	25,011	-	25,011
Total Expenditures	767,497	218,438	985,935
Excess (Deficiency) of Revenues Over (Under) Expenditures	44,162	(11,149)	33,013
Other Financing Sources (Uses)			
Sale of capital assets	-	200	200
Net Change in Fund Balances	44,162	(10,949)	33,213
Fund Balances, July 1	526,426	80,077	606,503
Fund Balances, June 30	$ 570,588	$ 69,128	$ 639,716

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St Croix Preparatory Academy
Stillwater, Minnesota
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
Food Service and Community Service Special Revenue Fund
For the Year Ended June 30, 2025

	Food Service Fund				Community Service Fund			
	Budgeted Amounts		Actual	Variance with	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget	Original	Final	Amounts	Final Budget
Revenues								
Revenue from federal sources	$ 179,116	$ 215,650	$ 214,809	$ (841)	$ -	$ -	$ -	$ -
Revenue from state sources	448,860	511,553	509,531	(2,022)	-	-	-	-
Revenue from local sources	782	-	1,186	1,186	172,000	181,325	207,289	25,964
Sales and other conversion of assets	162,242	85,980	86,133	153	-	175	200	25
Total Revenues	791,000	813,183	811,659	(1,524)	172,000	181,500	207,489	25,989
Expenditures								
Current								
Food service	790,000	725,393	742,486	(17,093)	-	-	-	-
Community education and services	-	-	-	-	183,000	207,000	218,438	(11,438)
Capital outlay								
Food service	-	24,460	25,011	(551)	-	-	-	-
Total Expenditures	790,000	749,853	767,497	(17,644)	183,000	207,000	218,438	(11,438)
Net Change in Fund Balances	1,000	63,330	44,162	(19,168)	(11,000)	(25,500)	(10,949)	14,551
Fund Balances, July 1	526,426	526,426	526,426	-	80,077	80,077	80,077	-
Fund Balances, June 30	$ 527,426	$ 589,756	$ 570,588	$ (19,168)	$ 69,077	$ 54,577	$ 69,128	$ 14,551

St Croix Preparatory Academy
Stillwater, Minnesota
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
General Fund
For the Year Ended June 30, 2025
(With Comparative Actual Amounts for the Year Ended June 30, 2024)

	2025				2024
	Budgeted Amounts		Actual	Variance with	Actual
	Original	Final	Amounts	Final Budget	Amounts
Revenues					
Revenue from federal sources	$ 249,600	$ 274,491	$ 269,094	$ (5,397)	$ 577,014
Revenue from state sources	14,834,945	14,922,855	15,351,687	428,832	14,701,458
Revenue from local sources	957,800	990,586	1,087,749	97,163	1,161,741
Interest earned on investments	230,000	230,000	232,808	2,808	163,202
Sales and other conversion of assets	23,750	17,545	16,152	(1,393)	25,345
Total Revenues	16,296,095	16,435,477	16,957,490	522,013	16,628,760
Expenditures					
Current					
Administration					
Salaries	952,856	1,061,200	1,061,053	147	936,965
Fringe benefits	199,108	203,995	217,607	(13,612)	193,346
Purchased services	2,000	1,860	1,470	390	865
Supplies and materials	6,300	6,975	8,533	(1,558)	5,634
Other	30,000	30,085	29,124	961	28,552
Total administration	1,190,264	1,304,115	1,317,787	(13,672)	1,165,362
District support services					
Salaries	807,382	736,665	737,745	(1,080)	696,390
Fringe benefits	224,537	195,064	188,802	6,262	161,567
Purchased services	430,303	368,561	384,684	(16,123)	438,278
Supplies and materials	231,297	505,205	533,185	(27,980)	141,717
Other	47,215	7,710	7,320	390	17,614
Total district support services	1,740,734	1,813,205	1,851,736	(38,531)	1,455,566
Elementary and secondary regular instruction					
Salaries	3,644,732	3,732,534	3,744,535	(12,001)	4,086,536
Fringe benefits	993,777	1,054,362	1,149,001	(94,639)	972,369
Purchased services	202,271	207,124	215,534	(8,410)	238,713
Supplies and materials	252,755	229,866	225,181	4,685	360,854
Other	10,411	9,330	9,209	121	7,778
Total elementary and secondary regular instruction	5,103,946	5,233,216	5,343,460	(110,244)	5,666,250
Vocational education instruction					
Salaries	197,952	88,090	83,886	4,204	192,633
Fringe benefits	57,251	56,240	60,744	(4,504)	54,016
Purchased services	101,900	101,700	104,883	(3,183)	122,661
Supplies and materials	12,645	20,610	10,702	9,908	14,177
Other	560	805	753	(193)	553
Total vocational education instruction	370,308	267,445	260,968	6,232	384,040
Special education instruction					
Salaries	2,365,227	2,201,700	2,330,164	(128,464)	2,153,256
Fringe benefits	593,013	548,205	648,951	(100,746)	512,255
Purchased services	234,518	340,210	376,599	(36,389)	502,003
Supplies and materials	34,843	45,946	45,605	341	56,625
Other	2,000	-	-	-	2,228
Total special education instruction	3,229,601	3,136,061	3,401,319	(265,258)	3,226,367

St Croix Preparatory Academy
Stillwater, Minnesota
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual (Continued)
General Fund
For the Year Ended June 30, 2025
(With Comparative Actual Amounts for the Year Ended June 30, 2024)

	2025				2024
	Budgeted Amounts		Actual	Variance with	Actual
	Original	Final	Amounts	Final Budget	Amounts
Expenditures (Continued)					
Current (continued)					
Instructional support services					
Salaries	$ 436,159	$ 409,240	$ 451,657	$ (42,417)	$ 492,013
Fringe benefits	94,257	86,540	103,074	(16,534)	84,542
Purchased services	40,000	40,795	39,219	1,576	46,716
Supplies and materials	128,456	132,910	147,444	(14,534)	124,383
Other	288	-	-	288	288
Total instructional support services	699,160	669,485	741,394	(71,621)	747,942
Pupil support services					
Salaries	291,343	335,745	336,187	(442)	300,603
Fringe benefits	76,811	89,200	96,006	(6,806)	74,471
Purchased services	1,000	16,520	16,236	284	40,353
Supplies and materials	4,351	3,065	3,394	(329)	4,608
Other	330	395	368	(38)	330
Total pupil support services	373,835	444,925	452,191	(7,331)	420,365
Sites and buildings					
Salaries	233,059	259,060	259,256	(196)	251,385
Fringe benefits	47,563	52,705	51,710	995	45,478
Purchased services	816,000	769,846	776,577	(6,731)	816,220
Supplies and materials	116,360	98,895	88,195	10,700	130,549
Other	370	325	809	(484)	400
Total sites and buildings	1,213,352	1,180,831	1,176,547	4,284	1,244,032
Fiscal and other fixed cost programs					
Purchased services	58,750	62,608	62,971	(363)	53,620
Total current	13,979,950	14,111,891	14,608,373	(496,504)	14,363,544
Capital outlay					
District support services	30,000	8,910	9,855	(945)	121,825
Elementary and secondary regular instruction	4,000	-	-	-	3,000
Instructional support services	11,000	37,700	34,667	3,033	250,963
Sites and buildings	1,970,592	2,117,132	2,026,939	90,193	2,192,035
Total capital outlay	2,015,592	2,163,742	2,071,461	92,281	2,567,823
Debt service					
Principal	195,512	81,575	100,266	(18,691)	172,462
Interest and other	-	13,175	13,412	(237)	19,488
Total debt service	195,512	94,750	113,678	(18,928)	191,950
Total Expenditures	16,191,054	16,370,383	16,793,512	(423,151)	17,123,317
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ 105,041	$ 65,094	$ 163,978	$ 98,862	$ (494,557)
Other Financing Sources (Uses)					
Finance purchase issued	-	-	-	-	337,745
Sale of capital assets	-	460	449	(11)	2,099
Total Other Financing Sources (Uses)	-	460	449	(11)	339,844
Net Change in Fund Balances	105,041	65,554	164,427	98,851	(154,713)
Fund Balances, July 1	5,937,622	5,937,622	5,937,622	-	6,092,335
Fund Balances, June 30	$ 6,042,663	$ 6,003,176	$ 6,102,049	$ 98,851	$ 5,937,622

Fiscal Compliance Report - 6/30/2025
District: ST.CROIX PREPARATORY ACD (4120-7)

	Audit	UFARS	Audit - UFARS
01 GENERAL FUND			
Total Revenue	$16,957,490	$16,957,486	$4
Total Expenditures	$16,793,512	$16,793,511	$1
Non Spendable:			
4.60 Non Spendable Fund Balance	$152,769	$152,769	$0
Restricted / Reserved:			
4.01 Student Activities	$1,173	$1,173	$0
4.02 Scholarships	$0	$0	$0
4.03 Staff Development	$0	$0	$0
4.07 Capital Projects Levy	$0	$0	$0
4.08 Cooperative Revenue	$0	$0	$0
4.12 Literacy Incentive Aid	$0	$0	$0
4.14 Operating Debt	$0	$0	$0
4.16 Levy Reduction	$0	$0	$0
4.17 Taconite Building Maint	$0	$0	$0
4.20 American Indian Education Aid	$0	$0	$0
4.24 Operating Capital	$0	$0	$0
4.26 $25 Taconite	$0	$0	$0
4.27 Disabled Accessibility	$0	$0	$0
4.28 Learning & Development	$0	$0	$0
4.34 Area Learning Center	$0	$0	$0
4.35 Contracted Alt. Programs	$0	$0	$0
4.36 State Approved Alt. Program	$0	$0	$0
4.37 Q Comp	$0	$0	$0
4.38 Gifted & Talented	$0	$0	$0
4.39 English Learner	$0	$0	$0
4.40 Teacher Development and Evaluation	$0	$0	$0
4.41 Basic Skills Programs	$0	$0	$0
4.43 School Library Aid	$0	$0	$0
4.48 Achievement and Integration	$0	$0	$0
4.49 Safe Schools Levy	$0	$0	$0
4.51 QZAB Payments	$0	$0	$0
4.52 OPEB Liab Not In Trust	$0	$0	$0
4.53 Unfunded Sev & Retiremt Levy	$0	$0	$0
4.56 READ Act - Literacy Aid	$45,995	$45,995	$0
4.57 READ Act - Tchr Training Compensation	$646	$646	$0
4.59 Basic Skills Extended Time	$0	$0	$0
4.67 LTFM	$0	$0	$0
4.71 Student Support Personnel Aid	$0	$0	$0
4.72 Medical Assistance	$0	$0	$0
Restricted:			
4.64 Restricted Fund Balance	$0	$0	$0
4.75 Title VII Impact Aid	$0	$0	$0
4.76 Payments in Lieu of Taxes	$0	$0	$0
Committed:			
4.18 Committed for Separation	$0	$0	$0
4.61 Committed Fund Balance	$0	$0	$0
Assigned:			
4.62 Assigned Fund Balance	$146,594	$146,593	$1
Unassigned:			
4.22 Unassigned Fund Balance	$5,754,872	$5,754,872	$0

	Audit	UFARS	Audit - UFARS
06 BUILDING CONSTRUCTION			
Total Revenue	$0	$0	$0
Total Expenditures	$0	$0	$0
Non Spendable:			
4.60 Non Spendable Fund Balance	$0	$0	$0
Restricted / Reserved:			
4.07 Capital Projects Levy	$0	$0	$0
4.13 Funded by COP/FP	$0	$0	$0
4.67 LTFM	$0	$0	$0
Restricted:			
4.64 Restricted Fund Balance	$0	$0	$0
Unassigned:			
4.63 Unassigned Fund Balance	$0	$0	$0
07 DEBT SERVICE			
Total Revenue	$0	$0	$0
Total Expenditures	$0	$0	$0
Non Spendable:			
4.60 Non Spendable Fund Balance	$0	$0	$0
Restricted / Reserved:			
4.25 Bond Refundings	$0	$0	$0
4.33 Maximum Effort Loan Aid	$0	$0	$0
4.51 QZAB Payments	$0	$0	$0
4.67 LTFM	$0	$0	$0
Restricted:			
4.64 Restricted Fund Balance	$0	$0	$0
Unassigned:			
4.63 Unassigned Fund Balance	$0	$0	$0
08 TRUST			
Total Revenue	$0	$0	$0
Total Expenditures	$0	$0	$0
Restricted / Reserved:			
4.01 Student Activities	$0	$0	$0
4.02 Scholarships	$0	$0	$0
4.22 Unassigned Fund Balance (Net Assets)	$0	$0	$0
18 CUSTODIAL			
Total Revenue	$0	$0	$0
Total Expenditures	$0	$0	$0
Restricted / Reserved:			
4.01 Student Activities	$0	$0	$0
4.02 Scholarships	$0	$0	$0
4.48 Achievement and Integration	$0	$0	$0
4.64 Restricted Fund Balance	$0	$0	$0
20 INTERNAL SERVICE			
Total Revenue	$0	$0	$0
Total Expenditures	$0	$0	$0
4.22 Unassigned Fund Balance (Net Assets)	$0	$0	$0
25 OPEB REVOCABLE TRUST			
Total Revenue	$0	$0	$0
Total Expenditures	$0	$0	$0

02 FOOD SERVICES

Total Revenue	$811,659	$811,657	$2
Total Expenditures	$767,497	$767,496	$1
Non Spendable:			
4.60 Non Spendable Fund Balance	$7,915	$7,915	$0
Restricted / Reserved:			
4.52 OPEB Liab Not In Trust	$0	$0	$0
Restricted:			
4.64 Restricted Fund Balance	$562,673	$562,672	$1
Unassigned:			
4.63 Unassigned Fund Balancee	$0	$0	$0

04 COMMUNITY SERVICE

Total Revenue	$207,289	$207,286	$3
Total Expenditures	$218,438	$218,435	$3
Non Spendable:			
4.60 Non Spendable Fund Balance	$0	$0	$0
Restricted / Reserved:			
4.26 $25 Taconite	$0	$0	$0
4.31 Community Education	$0	$0	$0
4.32 E.C.F.E	$0	$0	$0
4.37 Q Comp	$0	$0	$0
4.40 Teacher Development and Evaluation	$0	$0	$0
4.44 School Readiness	$0	$0	$0
4.47 Adult Basic Education	$0	$0	$0
4.52 OPEB Liab Not In Trust	$0	$0	$0
4.56 READ Act - Literacy Aid	$0	$0	$0
4.57 READ Act - Tchr Training Compensation	$0	$0	$0
Restricted:			
4.64 Restricted Fund Balance	$69,128	$69,128	$0
Unassigned:			
4.63 Unassigned Fund Balance	$0	$0	$0
4.22 Unassigned Fund Balance (Net Assets)	$0	$0	$0

45 OPEB IRREVOCABLE TRUST

Total Revenue	$0	$0	$0
Total Expenditures	$0	$0	$0
4.22 Unassigned Fund Balance (Net Assets)	$0	$0	$0

47 OPEB DEBT SERVICE

Total Revenue	$0	$0	$0
Total Expenditures	$0	$0	$0
Non Spendable:			
4.60 Non Spendable Fund Balance	$0	$0	$0
Restricted:			
4.25 Bond Refundings	$0	$0	$0
4.64 Restricted Fund Balance	$0	$0	$0
Unassigned:			
4.63 Unassigned Fund Balance	$0	$0	$0

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OTHER REQUIRED REPORTS

ST CROIX PREPATORY ACADEMY
STILLWATER, MINNESOTA

FOR THE YEAR ENDED
JUNE 30, 2025

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INDEPENDENT AUDITOR'S REPORT
ON MINNESOTA LEGAL COMPLIANCE

Members of the Board of Education
St Croix Preparatory Academy
Stillwater, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of St Croix Preparatory Academy, (the Charter School), Stillwater, Minnesota as of and for the year ended June 30, 2025 and the related notes to the financial statements, and have issued our report thereon dated November 5, 2025.

In connection with our audit, nothing came to our attention that caused us to believe that the Charter School failed to comply with the provisions of the uniform financial accounting and reporting standards, and charter schools sections of the *Minnesota Legal Compliance Audit Guide for Charter Schools*, promulgated by the State Auditor pursuant to Minn. Stat. § 6.65, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the Charter School's noncompliance with the above referenced provisions.

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. Accordingly, this communication is not suitable for any other purpose.

Abdo
Minneapolis, Minnesota
November 5, 2025

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Members of the Board of Education
St Croix Preparatory Academy
Stillwater, Minnesota

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the St Croix Preparatory Academy, (the Charter School), Stillwater, Minnesota, as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Charter School's basic financial statements, and have issued our report thereon dated November 5, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Charter School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Charter School's internal control. Accordingly, we do not express an opinion on the effectiveness of the Charter School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Charter School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matter that is required to be reported under *Government Auditing Standards* or Minnesota statutes.

Purpose of this Report

The purpose of this report is solely to describe the scope of our 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 or on compliance. This 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. Accordingly, this communication is not suitable for any other purpose.



Abdo
Minneapolis, Minnesota
November 5, 2025

Communications and Events Manager Bi- Annual Board Report

General Information

Manager Name: Susan Peterson

Date: November 7, 2025

Section 1: SWOT Analysis

Category	Details (examples included)
Strengths	**Effective Internal Communication:** The implementation of a weekly staff update has streamlined the sharing of important information, reducing the number of individual emails and improving overall communication efficiency. **Collaborative and Flexible Support:** Maintaining open communication in administration, taking on expanded campus events coordination responsibilities, and supporting divisions with event planning have enhanced collaboration, minimized last-minute challenges, and reduced frustration stemming from miscommunication. **Strong Community Engagement:** School events consistently achieve high attendance and receive positive feedback from families, reflecting strong community engagement and satisfaction with school activities. **High Parent Engagement with Communications:** Weekly parent emails maintain a strong 79–81% open rate, suggesting that families are actively reading communications and staying informed about school events and updates.
Weaknesses	**Unknown Staff Engagement with Internal Communications:** I don't know how many staff members regularly read the weekly updates, which may affect their awareness of activities, processes, and other announcements. **Need Further Clarification on Fundraising Messaging:** Messaging about how fundraising dollars are allocated and what specific school needs are being addressed is not fully defined or communicated. Better clarity is needed to ensure consistent and transparent communication with both internal stakeholders, donors, and the wider school community.
Opportunities	**Expand and Strengthen LinkedIn Presence:** Build engagement on LinkedIn to grow the school's alumni network and connect more effectively with parents and community members active on the platform.

	Leverage Digital and Social Media: Utilize digital and social media channels more strategically to share current events, highlight achievements, and communicate important updates in new and engaging ways. **Deepen Collaboration with the St. Croix Prep Foundation:** Strengthen partnership efforts by aligning communication and support around the Foundation's initiatives to maximize community impact and visibility. **Enhance Staff Engagement and Morale:** Create additional opportunities for staff connection, recognition, and team-building to foster a positive and collaborative workplace culture.
Threats	**Volunteer Burnout/Parent Involvement:** As in many organizations, a small group of highly involved parents often carries the majority of volunteer responsibilities. This imbalance can lead to burnout and limit broader community participation. **Sustaining Parent Engagement:** Maintaining strong parent engagement—an essential component of the school's "three-legged stool" model—remains a potential challenge. Engagement levels can fluctuate and are difficult to measure consistently, which may impact overall community connection and support.

Section 2: Parent Group Engagement

Prompt	Response
How have you engaged the parent group to support communications, events, and school initiatives so far?	I attend the monthly Parent Group meetings and in daily/weekly communication with Parent Group co-leads/event coordinators re ideas for communicating their various events and initiatives and support their efforts in these events, follow up on facilities needs, other on site details as needed: - Back to School: kindergarten camp, Boohoo Yahoo breakfast - LS Root Beer Float Night - School property clean up - LS staff lunch, Marathon hospitality tent, parent teacher conference dinner - Parent Group meetings - Lower School Fall Family movie night - Fall book fair - Middle School Dance Party event Parent Group was helpful in promoting the need for parent volunteers for the Marathon.

Section 3: Community Engagement

Prompt	Response
What community partnerships, outreach efforts, or collaborations have been established or strengthened so far?	Through the 2025 Prep Marathon, I work with the event sponsors to foster goodwill and appropriate follow up communication. Part of this follow up was a sponsorship post event communication that included all the ways their sponsorship was included in marketing materials to the school community (hard copies of communications given to them for the organizations that do not receive our communications) along with a few marathon tshirts and a hand-written thank you note. In addition, I will plan to follow up with our sponsors/donors (in and outside our school community) to communicate what we have/will be doing with the Marathon funds we raised - to give transparency on where their dollars went and the impact they have made.

Section 4: Event Updates

Event	Details/Notes
Key Events This Quarter	2025 Back to School Night Event - Wednesday, August 13 2025 Prep Marathon - Friday, October 11, 2025
Attendance & Outcomes	Back to School Night - well attended, families liked the complimentary food/treats in the courtyard, it's the first community event to launch the new school year Prep Marathon - school record for the most raised from a single fundraising event (total raised was over $227,000), there were a lot of parents/families who came out to cheer on their students. In addition, I felt like the staff were engaged, knew what was going on/what to do/where to be, the staff Anything But a Relay was engaging for the students - they seemed to really enjoy this addition.
Upcoming Events	Middle School Dance Party - Saturday, Dec 6 Lower School Carnival - Saturday, Jan 31 Career Day - Wednesday, Feb 4 Upper School Senior Events: Senior lunch, Senior party - Thursday, May 28, Graduation reception

Section 5: Additional Notes & Support Requested

Notes:

Support requested from the School Board:

st.croixprep

4260 Stagecoach Trail N
Stillwater, MN 55082
651-395-5900 f 651-395-5901

REQUEST FOR PROPOSAL (RFP)

PROFESSIONAL SERVICES

ISSUE DATE: OCTOBER 21, 2025

ST. CROIX PREPARATORY ACADMEY

REQUEST PROPOSALS FOR:

SNOW REMOVAL

DUE DATE/TIME:

October 28, 2025

10:00 AM

st.croixprep

4260 Stagecoach Trail N
Stillwater, MN 55082
651-395-5900 f 651-395-5901

GENERAL INFORMATION

1. St. Croix Prep invites a select list of qualified companies to respond to this solicitation. Respondents must be responsible, regularly and practically engaged in providing the services requested, and possess ample resources for providing the supplies, materials, equipment and services identified.
2. All communications, except proposal submittal, in regard to this solicitation will be by email.
3. All proposals will be evaluated after the scheduled opening date.
4. Submitted responses to this solicitation shall remain effective for a period of not less than 45 days following the proposed due date.
5. Successful contractor will be notified by email and through phone.
6. The following factors will be considered in the selection decision:
    a. Adherence to specifications
    b. References
    c. Price

GENERAL CONDITIONS

1. St. Croix Prep reserves the right to reject any or all responses or portions thereof, and to accept any response or portions there of that may be most advantageous. St. Croix Prep also reserves the right to waive technicalities
2. Respondents may include additional information and data that is believed to be helpful to the school in the evaluation of the product or services.
3. Respondent shall submit their responses on the forms and in the manner specified and shall respond to each specification.
4. Any respondent that contacts any School Board Member or any member of the school staff with the intent to influence selection decisions will be disqualified from further consideration.
5. Refer questions concerning solicitation by email to the contact person's email address identified on the cover page.
6. Respondent shall note any deviation or exceptions from the specifications on their submitted response.
7. The successful vendor shall assume full responsibility for the protection and safekeeping of materials stored on premises, if any.
8. Where applicable the successful vendor shall provide Safety Data Sheets for materials to be used in the final proposal submission.
9. Respondents shall comply with federal, state and local fire and safety codes and requirements that are applicable.
10. St. Croix Prep is exempt from federal and state excise and sales tax. All prices quoted shall reflect the tax-exempt status.
11. Payment terms shall be net 30 days. Payment of invoices will be processed promptly. Payment will be made on an adjusted price basis for any items used or accepted from a delivery found to be inferior.

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1 - GENERAL SCOPE OF WORK

1.1 St. Croix Preparatory Academy is seeking proposals for Snow Removal Services for their K-12 School grounds. A site map has been included.

1.2 A site visit of interested vendors is highly recommended. Please email Bill Blotske at bblotske@stcroixprep.org to set up a meeting no later than October 24, 2025. Any questions or inquiries regarding this proposal should be directed to Bill Blotske via email. bblotske@stcroixprep.org

2 COVERAGE PERIOD

2.1 This proposal shall cover Snow Removal services for the 2025/2026 and 2026/2027 school year.

2.2 Coverage period is from 11/1/2025 to 3/31//2026 and 11/1/2026 to 3/31/2027.

3 – DETAILED SCOPE OF WORK – SNOW REMOVAL

3.1 Snow removal of any type (this agreement is not dictated by the amount of snow that has fallen) shall be cleared according to the site map attached to this proposal. Appropriate de-icing of all walks and parking areas should also be included.

3.2 Snow will not be stacked in the rain gardens.

3.3 Snow shall not be stack or piled around any trees or the base of the trees.

3.4 Charging for relocation of snow on site will not be allowed. Provisions should be made ahead of time to ensure proper disbursement of snow piles on site.

3.5 Company identification must be worn at all times in addition to safety vests.

3.6 Snow will be cleared by 6:45 AM if snow has subsided. If snow is still falling, plowing will need to be complete (including sidewalks) to help ensure a safe arrival to school for staff and students from 7:00 AM to 9:45 AM and from 3:00 PM to 4:30 PM. Clean up after snow is complete will be required.

3.7 Snow needs to be removed to ensure no parking spaces are lost. There will be no additional charge if you need to revisit the school and re-plow to make lanes/parking spots available and safe.

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3.8 It will be the responsibility of the contractor to pay for (or procure) any items needed to repair damages that occur that are caused by your company and that are determined to be your liability while providing snow removal services. Any repairs will need to be approved by the Facilities Director and follow strict guidelines and methods the school uses.

3.9 Salt shall be stored on site in designated containers at each of the exit doors and may be used by St. Croix Preparatory Academy as needed. Proposed containers need to be approved by Facilities Director prior to arriving on site.

3.10 Facility will be monitored regularly for icy sidewalks and snow drifts and provide services to ensure these conditions are corrected.

4 – MISCELLANEOUS SCOPE OF WORK

4.1 A general spring review of the site will take place with the Facilities Director to survey damage from the winter plowing and make a plan to repair/replace any damage that has occurred as a result of services.

4.2 If damage to property occurs, vendor should notify the Facilities Director immediately. Any delay in providing this information will be grounds for termination of the contract.

4.3 Please make provisions to clean up any rocks, etc. in the spring that have been pushed into grass areas as a result of snow removal.

4.4 Materials shall be applied in accordance with manufacturer's directions. Where alternate products are available, the environmental impact of the products shall govern which is used.

4.5 Adequate personnel and equipment shall be provided to permit the timely completion of all operations.

4.6 Contractor shall provide certificates of insurance as required.

4.7 Company to include direct costs and all expenses. Costs to include all direct employer paid benefits. Expenses will include supplies, equipment, supervision, and overhead (to include, but not limited to, workers' compensation, unemployment, liability insurance, office expenses, travel, training, etc.) Vendors are responsible for any and all costs associated with providing the supplies, materials, equipment and services identified in this RFP.

5 – INSURANCE

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5.1 The Vendor shall provide St. Croix Prep with certificates of insurance with policy limits of at least:

A. Workers compensation as required by law

B. General liability with limits of at least the following:

1. Each occurrence: $1,000,000
2. Damage to Rented Premises (EA occurrence): $300,000
3. Med Exp (Any one person): $10,000
4. Personal and Adv Injury: $1,000,000
5. General Aggregate: $2,000,000
6. Products – Comp/Op AGG: $2,000,000

C. Automobile Liability with limits of at least the following:

1. Bodily Injury (per person): $1,000,000
2. Bodily Injury (per accident): $1,000,00
3. Property Damage (per accident): $1,000,000
4. Uninsured motorist BI split limit: $1,000,000

D. Umbrella Liability with limits of at least the following:

1. Each Occurrence: $3,000,000
2. Aggregate: $3,000,000

5.2 The vendor shall indemnify and hold St. Croix Prep harmless for claims against the District arising out of performance of duties by the vendor and injuries or death caused by vendor performance of duties.

5.3 The vendor acknowledges the requirement to understand and abide by all federal, state and local laws, regulations, including, but not limited to labor, discrimination laws and all others as well as St. Croix Prep policies and procedures.

5.4 The vendor shall obtain licenses and permits, if any and required.

5.5 It is intended that this specification will form the basis of any contract entered into by St. Croix Preparatory Academy. If your firm requires a specific contract document, other than these specifications, include a complete proposed contract with the proposal.

5.6 The vendor is responsible to satisfactory perform all work required by St. Croix Prep. The vendor agrees to comply with the standards established by St. Croix Prep and acknowledges St. Croix Prep shall have sole discretion in determining the level to which the standards are being met.

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Further, the vendor acknowledges this is based on performance standards and listing of minimum staff requirement does not preclude the vendor from providing additional staff, as needed, to meet the standards.

5.7 Vendor is responsible for all recruitment, selection and hiring of employees.

5.8 Vendor is responsible to ensure each worker undergoes a physical to include tuberculosis/Mantoux testing, at vendor expense. A copy shall be provided to St. Croix Prep.

5.10 Vendor may not bill St. Croix Prep for extra or overtime work unless approved in advance.

5.11 Vendor shall provide adequate management supervision of all contracted workers. Management supervision shall include regular (daily) visits to St. Croix Prep for the purpose of evaluating employees, addressing problems and concerns, on-going worker training and seeking ways to improve services.

5.12 Vendor is responsible for all worker training, including, but not limited to, St. Croix Prep policies and procedures, proper cleaning techniques, appropriate public interactions, and appropriate training to perform other assigned duties.

5.13 All workers work at St. Croix Prep at the discretion of the school. St. Croix Prep can require replacement of any worker for any reason not prohibited by law.

5.14 Fulfillment of Contract: The contract document will define failure to maintain a minimum level of service which shall result in an invoice deduction for nonperformance. In the event the vendor doesn't complete all of the required services as scheduled the contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three occurrences of nonperformance, St. Croix Prep may begin default proceedings.

6 – INSURANCE

6.1 The contract/agreement may be cancelled with cause upon (15) days of written notice for any reason, no exceptions.

7 – PROPOSAL DELIVERABLES

7.1 Based upon the detailed scope of work, please provide the following as part of your proposal:

a. Executive summary of your company.
b. Staffing plan.
c. References
d. Equipment List. List should include brand and age of each piece of equipment.
e. Schedule of Values detailing out the scope of work and associated costs and total cost for entire season and monthly cost.
f. Labor rate for additional services as requested.

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g. Lump sum cost for total snow removal of site.

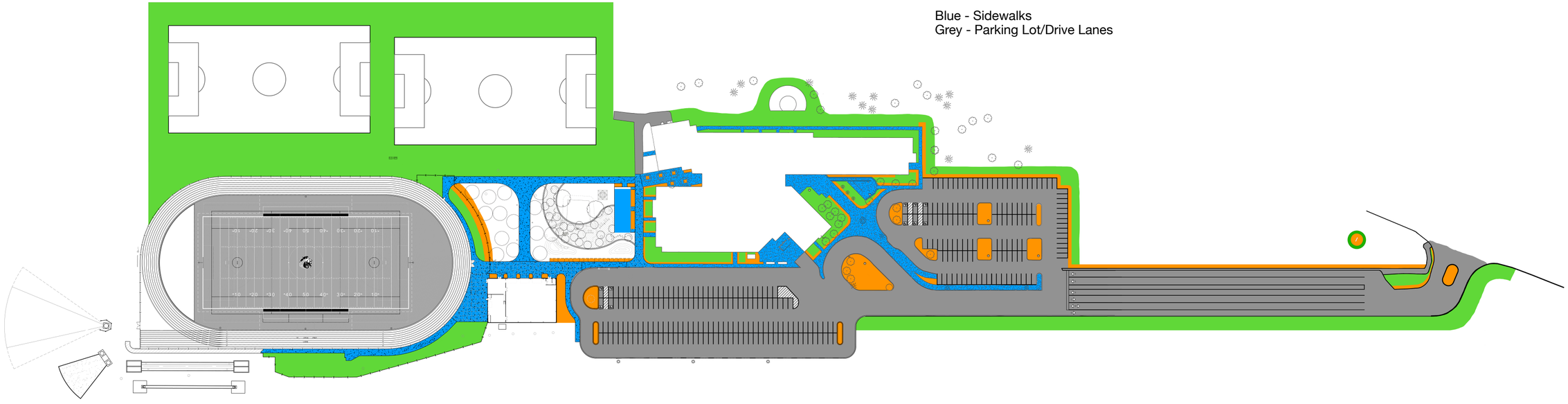
8 – ATTACHMENTS

8.1 Site Map

a. Site Legend

- Grey– Parking Lots/Lanes
- Blue – Sidewalks

Blue - Sidewalks
Grey - Parking Lot/Drive Lanes



AT YOUR SERVICE CONSTRUCTION LLC

1203 NAMEKAGON LOOP HUDSON WI 54016

aysconstruct@gmail.com

2025/2027 Snow Removal Proposal

St. Croix Prep

4260 Stagecoach Trail N.

Stillwater, MN 55082

651-395-5900

Our Mission

At Your Service Construction is dedicated to offering the highest quality of services for an affordable price to our customers. We pride ourselves in a quality over quantity approach. Meaning we do not take on every client we can but are selective in who we service. This way we can offer the best service possible for the clients we do service based on their specific needs for a high-end property. We keep our client base small per our workforce so that we have more than adequate staff to have our jobs completed efficiently as well as at the highest quality. We strive to keep our client's locations safe, as well as avoiding damage to their properties by having experienced and highly skilled employees that take pride in their work and are not overworked. We also use materials such as salt and deicer in a responsible manner to lessen environmental impacts. This has been our business model for many years; hence we have built many long-term relationships with our clients that are looking for more than what the typical contractor provides.

Background

At Your Service Construction was founded in 1999 by Thomas Clark Sr. His son's Thomas Clark Jr. and Steven Clark have worked together for over 27 years doing snow and ice management, summer outdoor maintenance, and outdoor construction. They have over 50 years of combined experience in the snow and ice industry. In the fall of 2019 At Your Service Construction was sold by Thomas Clark Sr. to his sons to be run and operated by Steve and Tom Jr. They have taken great pride in providing excellent service to their clients and are extremely motivated to continue a great legacy of meticulous workmanship and an eye for detail passed down by their father.

At Your Service Construction will staff your location for snow and ice events with the following:

* On-site manager to manage snow operations

*One to two skid steer operators (plows, snow pushers, sweeper, snowblower)

*One to two plow trucks with operator

*One-to-two-wheel loaders with operator

*One salt truck with operator

*Two to four sidewalk laborers with equipment

Depending on the needs of the service event

References:

Tom Laplante Facility Manager

Modernistic

612-919-6805

tlaplante@modernistic.com

Linda Junco Facility Director

Eckberg Lammers Attorneys at Law

651-260-4581

ljunco@eckberglammers.com

Curt Hoffman

Hoffman Financial Services

612-250-5742

Choff2023@aol.com

Equipment list:

2025 Cat skidsteer 255

2023 Cat Skidsteer 262

2019 Cat Skidsteer 249

2021 Cat wheel loader

2020 Gehl 755 Wheel loader

1998 Case 721 Wheel loader

2018 Dodge 2500 4x4 truck with plow

2015 Dodge 3500 4x4 truck with v-plow

2020 Mitsubishi dump truck with salter

At Your Service Construction will provide snow removal services per all specs provided for the coverage period of 11/1/25 to 3/31/27 for St. Croix Preparatory Academy. This will include snow removal for any amount of snow as well as deicing for all walks, lots and drive-lanes as needed for snow or ice. There will also be containers on-site that will be stocked as needed with deicer for the walks.

The fee for this service will be $55,750 for the entire season 2025-2026, and $58,750 for the entire season 2026-2027.

Any additional manual labor that may be requested will be billed at $55.00/hour

SNOW REMOVAL TIME AND MATERIAL PRICING

PICK UP PLOW TRUCK	$80/HR
DUMP TRUCK 12FT PLOW	$110/HR
SKIDSTEER W/ PLOW	$90/HR
SKIDSTEER WITH PUSHER	$90/HR
LOADER W/10FT PUSHER	$120/HR
LOADER W/12FT PUSHER	$140/HR
LOADER W/14FT PUSHER	$150/HR
DUMP TRUCK W/ 10FT PLOW	$100/HR
SALT TRUCK	$100/HR
BULK SALT	$200/TON

SIDEWALK LABOR

ATV W/PLOW	$65/HR
SNOWBLOWER	$55/HR
SWEEPER	$65/HR
DEICER	$30/50LBS

At Your Service Construction is fully insured and has never had a claim for damage to any of the properties we have maintained. If there are any damages, for any reason, At Your Service Construction will take full responsibility and will remedy any situation that we have caused. All insurance limits required for the contract are in place and will be provided as needed.

Any other forms or documentation needed such as- certificates of insurance, safety data sheets, or others will be provided if we are selected for the contract.

Thank you,

Tom Clark Jr.

At Your Service Construction LLC

651-216-3748

AT YOUR SERVICE CONSTRUCTION LLC

1203 NAMEKAGON LOOP HUDSON WI 54016

651-214-1121

aysconstruct@gmail.com

Snow Removal Contract 2025-27

Submitted to:
St. Croix Preparatory Academy
4260 Stagecoach Trail North
Stillwater, MN 55082
651-395-5900
612-490-0142

ATTN: Mr. Bill Blotske

SERVICE DESCRIPTION

Snow and ice management for lots and walks beginning November 1st and continuing until March 31st of each winter season. Service will be at a trace trigger and fee will be ($11,150.00 per month for 25-26) ($11,750.00 for 26-27). This contract will expire March 31st of 2027

This contract will adhere to all requirements set forth in 2025/26 snow removal RFP.

Owner will be billed on the first day of each month and payment will be due by the 15th of each month or be subject to a $100.00 late fee per each week overdue.

If these terms are acceptable sign below.

Owner _____

Mr. Bill Blotske Date

Contractor_____

At Your Service Construction Representative Date

Make all checks payable to – AT YOUR SERVICE CONSTRUCTION LLC

If you have any questions concerning this invoice, contact STEVE CLARK, 651-214-1121

AYSCONSTRUCT@GMAIL.COM Thank you for your business!

Update on Aux Gym Mold Remediation

We have 3 bids for mold remediation in the Aux Gym.

Aux Gym Remediation Bids				
Bid #	Company	Cost	Date of Completion	Notes
Bid 1	Mold Guys	$7,500	First Week of Dec.	Retesting would need to be completed after cleaning. Adds an additional 2-3 days. Includes cleaning of pole vault mats.
Bid 2	Light Speed Restoration	$8,000	11/24/25	Retesting would need to be completed after cleaning. Adds an additional 2-3 days. Does not include cleaning of pole vault mats. Includes $500 plug number to clean mats.
Bid 3	Insight Restoration	$8,348.77	11/24/25	Retesting would need to be completed after cleaning. Adds an additional 2-3 days. Includes cleaning of the pole vault mats.

Notes:

All (3) companies came back with the same conclusion/plan. They believe the source of the elevated mold levels was caused when the mats were introduced into the space. Step (1) was to remove them (completed on 10/28/25) and then complete a thorough cleaning with HEPA air scrubbers and fog/spray the area. Fogging will trap the mold particles on all surfaces (non porous) and allow those particles to drop to ground level where they can be removed. All porous materials will be removed (lumber, etc.), with exception of the carpet/rugs. All companies agreed that it made sense to treat/clean the area, retest and then address carpeting areas if necessary. Work would take 2-3 days to complete, with an additional 72 hours of running the HEPA air scrubbers. Completing a retest after would add an additional 2-3 days. (2) of the (3) companies had immediate openings.

Summary of Insurance Adjuster Discussion

Mold coverage on our policy is very limited per the adjuster, if the cause isn't a leak it wouldn't be covered. Mold coverage would start after we paid $25,000. So having bids all under 9,000 means nothing would be covered. The maximum coverage for mold is $15,000. She closed the open claim, so that we would not receive a penalty for it.

st. croix preparatory academy

Stillwater, MN
District 4120

September 2025
Financial Report

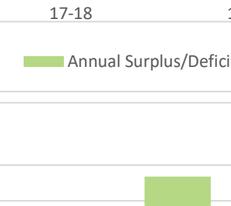
CREATIVE PLANNING®

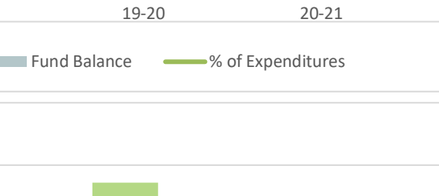
St. Croix Prepatory Academy
Stillwater, MN
Financial Report Dashboard
As of September 30, 2025

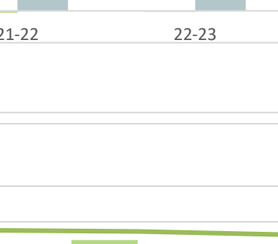
Financial Summary - Budgeted Amounts and Year to Date Activity

Resources to Operate Programs (Revenues):		*Funds Used to Provide Programs and Services (Expenses):*		*Excess / Deficit*
Approved Budget	$17,722,241	**Approved Budget**	$17,683,751	$38,490
Amended Budget	$17,865,625	**Amended Budget**	$17,637,583	$228,042
Year to Date	$4,402,046	**Year to Date**	$3,668,119	$733,927
	24.6%		20.8%	



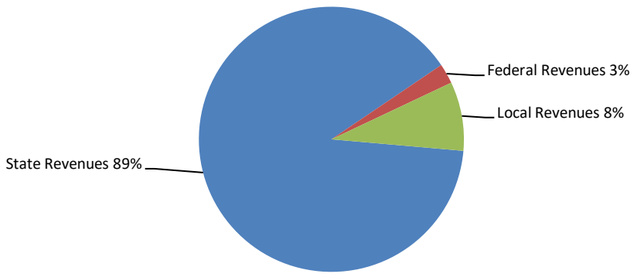




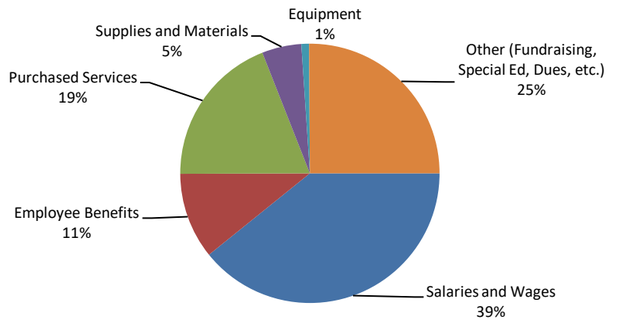


Budgets for the Year

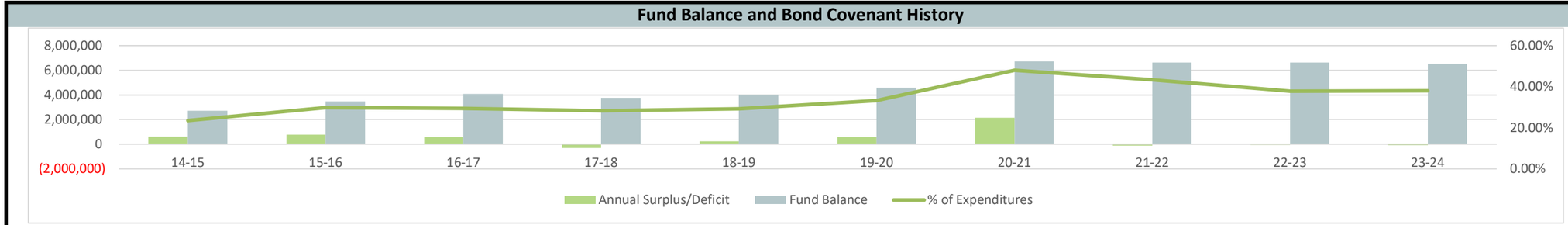
Where funds will come from to operate the school:

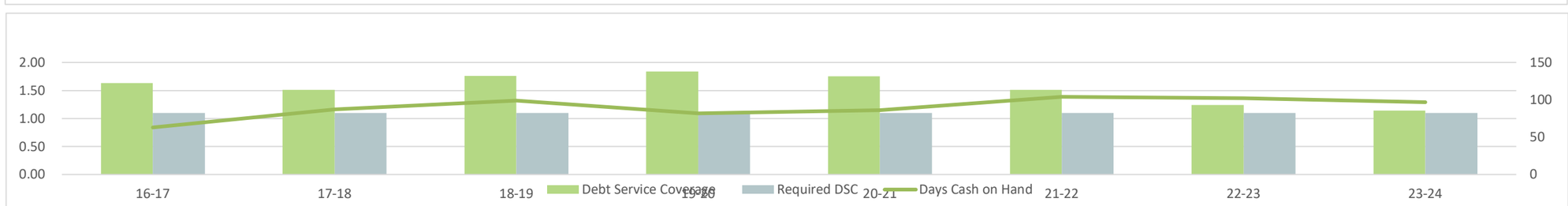


How the money is budgeted to be spent:



Fund Balance and Bond Covenant History

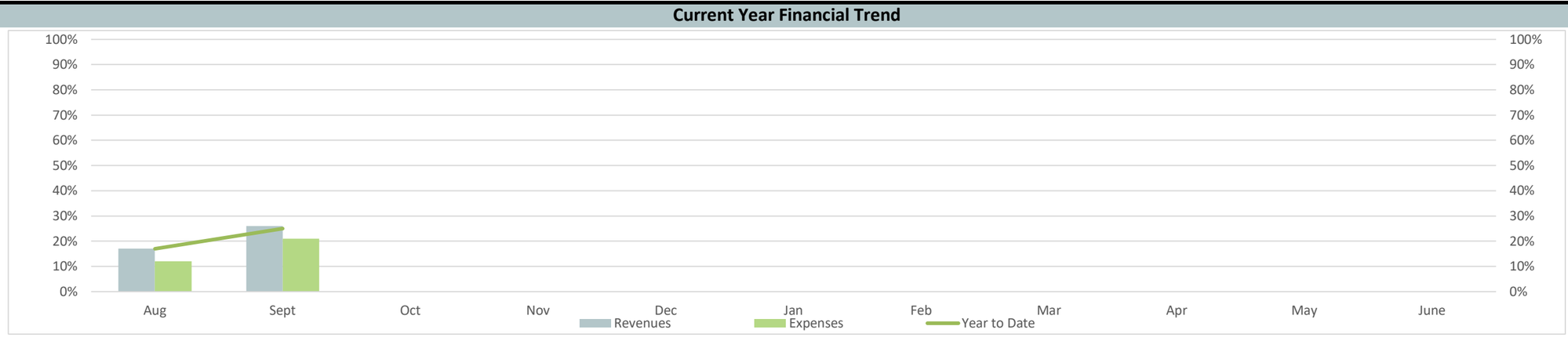




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St. Croix Prepatory Academy
Stillwater, MN
Financial Report Dashboard
As of September 30, 2025

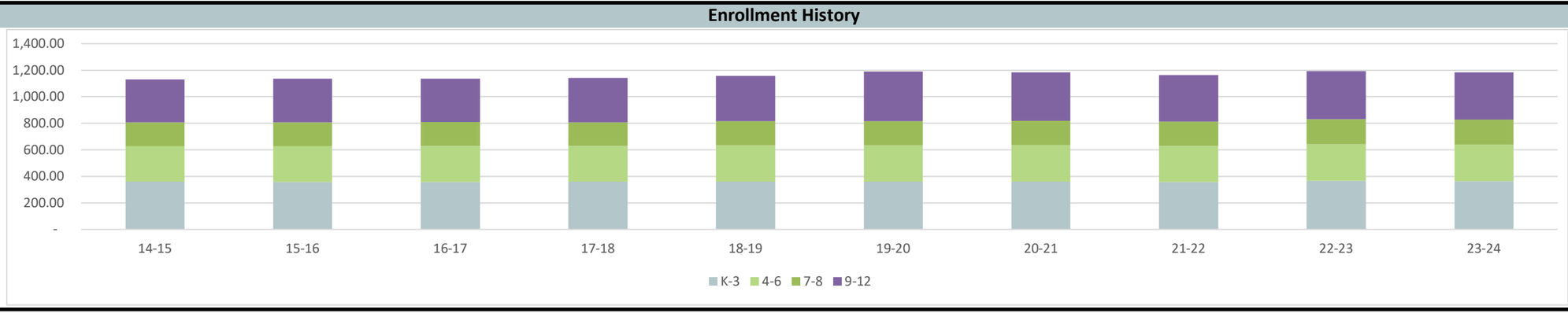
Current Year Financial Trend



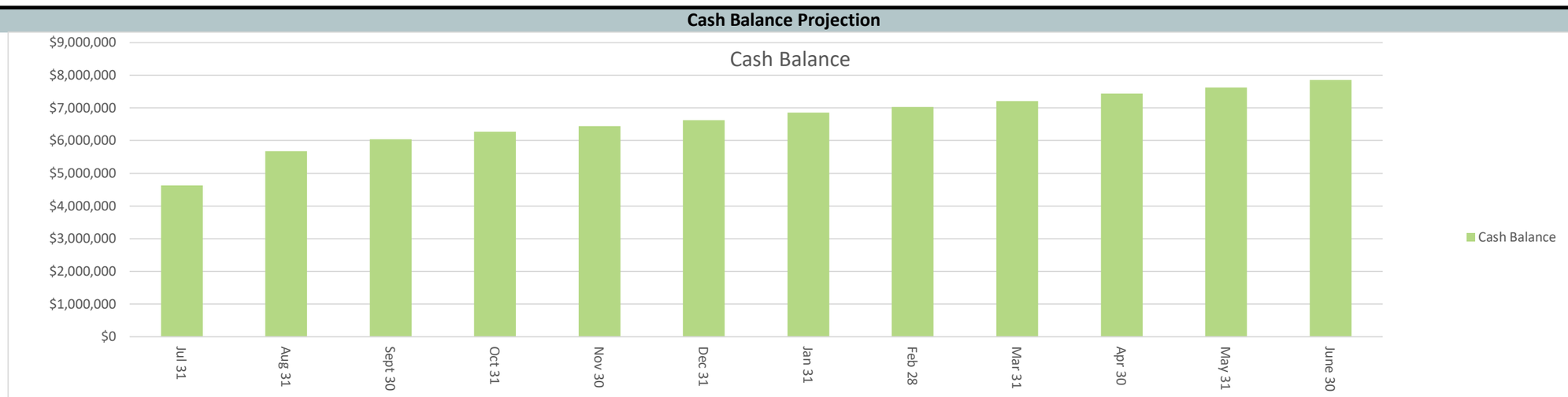
Current Year Student Enrollment Summary



Enrollment History



Cash Balance Projection



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St. Croix Preparatory Academy
Stillwater, Minnesota

Balance Sheet
as of September 30, 2025

	Unaudited Balance June 30, 2025	YTD
Assets		
Current Assets		
Cash and Investments	4,913,567	6,038,268
Accounts Receivable	94,560	58,882
Interest Receivable	359,483	359,483
Due from Other Funds	63,017	221,187
PY State Aids Receivable	1,948,370	285,600
CY State Aids Receivable		450,279
PY Federal Aids Receivable	75,982	0
CY Federal Aids Receivable		66,565
Inventory	7,915	7,915
Prepaid Items and Deposits	152,769	8,882
Total Current Assets	**7,615,663**	**7,497,062**
Total All Assets	**7,615,663**	**7,497,062**
Liabilities and Fund Balance		
Current Liabilities		
Salaries and Wages Payable	446,517	93,592
Summer Salaries Payable		62,390
Accounts Payable	217,008	1,406
Payroll Deductions and Contributions	122,411	(154,715)
Summer Benefits Payables		18,699
Deferred Revenue	87,963	0
Total Current Liabilities	**873,900**	**21,372**
Fund Balance		
Unassigned Fund Balance	5,754,872	5,754,872
Food Service Restricted Fund Balance	570,587	570,587
Community Service Restricted Fund Balance	69,128	69,128
Assigned Fund Balance	347,176	347,176
Change in Fund Balance		733,927
Total Fund Balance	**6,741,763**	**7,475,690**
Total Liabilities and Fund Balance	**7,615,663**	**7,497,062**

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

		25.0% Year to Date Activity - 1228 ADM	Reforecasted Budget 1208 ADM's 11.07.25	Original Budget 1202 ADM 06.30.25	Reforecasted vs. Original Budget Variance	25.0% Percent of Reforecasted Budget
General Fund - 01						
Revenues						
	State Revenues					
211	General Education Aid	2,755,418	10,374,693	10,060,799	313,894	26.6%
F335	Quality Compensation	0	310,842	303,400	7,442	0.0%
F348	Charter School Lease Aid	0	1,761,023	1,761,023	0	0.0%
317	Long Term Facilities Maintenance	0	0	173,606	(173,606)	NA
201	Endowment Aid	43,205	86,410	80,979	5,431	50.0%
212	Literacy Aid	0	77,228	77,228	0	0.0%
360	Special Education Aid	548,950	2,696,357	2,692,988	3,369	20.4%
343	Library Resource Aid	0	13,376	21,268	(7,893)	0.0%
373	Student Support Aid	0	22,549	22,549	(0)	0.0%
370	Other Miscellaneous State Aids/Adjustments	586	0	0	0	NA
	PY Over/Under	22	0	0	0	
	CY State Aids Receivable/(Deferred Revenue)	450,279	0	0	0	0.0%
	Total State Revenues	**3,798,460**	**15,342,477**	**15,193,840**	**148,637**	**24.8%**
	Federal Revenues					
401/414/433	Title Programs	6,664	49,136	46,738	2,398	13.6%
419/420/425	Federal Special Education Aid	59,902	219,662	219,662	(0)	27.3%
	Total Federal Revenues	**66,565**	**268,798**	**266,400**	**2,398**	**24.8%**
	Local Revenues					
Var.	Fees from Patrons (5)	72,021	122,000	122,000	0	59.0%
Var.	Extracurricular Fees (6)	121,506	384,500	373,000	11,500	31.6%
Var.	Field Trips (12)	1,219	40,000	40,000	0	3.0%
Var.	Fundraising - Development (1)	122,534	350,000	400,000	(50,000)	35.0%
Var.	Fundraising - Parent Group (2)	0	37,350	55,000	(17,650)	0.0%
Var.	Fundraising - Booster Club (3)	3,468	15,000	15,000	0	23.1%
Var.	Fundraising - Other (4)	34,273	67,500	19,000	48,500	50.8%
071	Third Party Billing	0	4,500	4,500	0	0.0%
092	Interest Earnings	10,953	207,000	207,000	0	5.3%
096	Other Donations and Gifts	0	0	0	0	0.0%
099	Miscellaneous Revenues (14)	0	29,000	29,000	0	0.0%
622/624	Resale of Goods/Equipment	0	0	0	0	0.0%
	Total Local Revenues	**365,975**	**1,256,850**	**1,264,500**	**(7,650)**	**29.1%**
	Total Revenues	**4,231,000**	**16,868,125**	**16,724,741**	**143,384**	**25.1%**

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

		25.0%				25.0%
		Year to Date Activity - 1228 ADM	Reforecasted Budget 1208 ADM's 11.07.25	Original Budget 1202 ADM 06.30.25	Reforecasted vs. Original Budget Variance	Percent of Reforecasted Budget
Expenditures						
100's	Salaries and Wages	1,312,952	6,222,063	6,278,091	(56,028)	21.1%
	Salaries and Benefits, Estimated YTD Accrual	64,935	0	0	0	0.0%
200's	Employee Benefits	348,053	1,804,949	1,804,949	0	19.3%
305/315	Contracted Services	155,714	658,000	638,000	20,000	23.7%
320	Communications Services	16,447	51,000	51,000	0	32.2%
329	Postage	396	2,100	2,100	0	18.8%
330	Utilities	36,221	273,500	273,500	0	13.2%
340	Property and Liability Insurance	30,156	60,500	60,500	0	49.8%
350	Repairs and Maintenance	97,229	248,000	248,000	0	39.2%
360	Contracted Transportation for Field Trips	0	27,000	27,000	0	0.0%
366	Travel, Conferences, and Staff Training	3,137	15,000	15,000	0	20.9%
369/394	Field Trips / Registration Fees	1,132	14,750	14,750	0	7.7%
348-570	Building Lease	489,173	1,956,692	1,956,692	0	25.0%
000-570	Nature Center Lease	15,910	15,910	15,914	(4)	100.0%
401/455/465	General Supplies	17,939	75,000	75,000	0	23.9%
P 810	Maintenance Supplies	15,816	100,000	100,000	0	15.8%
405/406	Software & Licensing	95,554	149,000	149,000	0	64.1%
430/456/466	Instructional Supplies	21,213	72,000	72,000	0	29.5%
460	Textbooks and Workbooks	27,553	28,000	28,000	0	98.4%
461	Standardized Tests	0	40,000	40,000	0	0.0%
490	Food Purchased	3,078	10,000	10,000	0	30.8%
520	Building Improvement	0	0	0	0	0.0%
530/535/589	Other Equipment (Furniture)	5,143	6,000	6,000	0	85.7%
555/556	Technology Equipment	9,133	20,000	12,000	8,000	45.7%
580/581	Equipment Leases	40,672	120,000	110,000	10,000	33.9%
740	Interest Expense	0	0			
820	Dues and Memberships	4,955	38,000	38,000	0	13.0%

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

		25.0%				25.0%
		Year to Date Activity - 1228 ADM	Reforecasted Budget 1208 ADM's 11.07.25	Original Budget 1202 ADM 06.30.25	Reforecasted vs. Original Budget Variance	Percent of Reforecasted Budget
C 217	Graduation	0	35,000	24,000	11,000	0.0%
Var.	Extracurricular Activities (6)	49,085	436,000	419,000	17,000	11.3%
Var.	Fundraising - Development (1)	7,778	350,000	400,000	(50,000)	2.2%
Var.	Fundraising - Parent Group (2)	1,550	37,350	55,000	(17,650)	4.1%
Var.	Fundraising - Booster Club (3)	0	15,000	15,000	0	0.0%
Var.	Fundraising - Other (4)	1,036	67,500	19,000	48,500	1.5%
335	Q Comp Expenditures (Excludes Sped Q Comp)	33,461	300,900	300,900	0	11.1%
372	Third Party Billing PRG 400	378	4,500	4,500	0	8.4%
P422	ADSIS	53,950	495,428	495,428	0	10.9%
740	State Special Ed Expenditures / ESY (Includes Q Comp)	432,237	2,634,643	2,674,027	(39,384)	16.4%
	SpEd Salaries and Benefits, Estimated YTD Accrual	16,154				
401/414/433	Title Programs	6,664	49,136	46,738	2,398	13.6%
F356/357	READ Act Expenses	0.00	0			
419/420/425	Federal Special Education Program	59,902	219,662	219,662	(0)	27.3%
	Subtotal Expenditures	**3,474,703**	**16,652,583**	**16,698,751**	**(46,168)**	**20.9%**
	Transfers to Other Funds	0	0	0		
	Total Expenditures	**3,474,703**	**16,652,583**	**16,698,751**	**(46,168)**	**20.9%**
	General Fund Change in Fund Balance	**756,297**	**215,542**	**25,990**	**189,552**	
	Per Compliance Report		*5,937,625*			
	Beginning General Fund Balance, July 1	**5,952,230**	**5,937,625**	**5,952,230**		
	Projected General Fund Balance, June 30	**6,708,527**	**6,153,167**	**5,978,220**		

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

	25.0% Year to Date Activity - 1228 ADM	Reforecasted Budget 1208 ADM's 11.07.25	Original Budget 1202 ADM 06.30.25	Reforecasted vs. Original Budget Variance	25.0% Percent of Reforecasted Budget
Food Service Fund - 02					
Revenues					
State Revenues	21,154	584,150	584,150	0	3.6%
Federal Revenues	6,466	166,900	166,900	0	3.9%
Sale of Lunches and Other Local Revenues	45,539	83,450	83,450	0	54.6%
Total Revenues	**73,159**	**834,500**	**834,500**	**0**	**8.8%**
Expenditures					
Salaries and Wages	58,154	364,500	364,500	0	16.0%
Employee Benefits	16,866	81,000	81,000	0	20.8%
Purchased Services	1,391	8,100	8,100	0	17.2%
Supplies and Materials (Inc. A la Carte and Milk)	57,579	332,100	332,100	0	17.3%
Capital	0	16,200	16,200	0	0.0%
Dues and Memberships	550	8,100	8,100	0	0.0%
Total Expenditures	**134,540**	**810,000**	**810,000**	**0**	**16.6%**
Food Service Fund Change in Fund Balance	**(61,382)**	**24,500**	**24,500**	**0**	
Per Compliance Report		*526,426*			
Beginning Food Service Fund Balance, July 1	592,640	526,426	592,640		
Projected Food Service Fund Balance, June 30	**531,259**	**550,926**	**617,140**		

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

	25.0% Year to Date Activity - 1228 ADM	Reforecasted Budget 1208 ADM's 11.07.25	Original Budget 1202 ADM 06.30.25	Reforecasted vs. Original Budget Variance	25.0% Percent of Reforecasted Budget
Community Service Fund - 04					
Revenues					
Participation Fees	97,887	163,000	163,000	0	60.1%
Total Revenues	**97,887**	**163,000**	**163,000**	**0**	**60.1%**
Expenditures					
Salaries and Wages	26,480	26,250	26,250	0	100.9%
Employee Benefits	3,733	8,750	8,750	0	42.7%
Purchased Services	14,870	35,000	35,000	0	42.5%
Supplies and Materials	7,793	61,250	61,250	0	12.7%
Equipment	0	7,000	7,000	0	0.0%
Other	6,000	36,750	36,750	0	16.3%
Total Expenditures	**58,875**	**175,000**	**175,000**	**0**	**33.6%**
Community Service Fund Change in Fund Balance	**39,012**	**(12,000)**	**(12,000)**	**0**	
Per Compliance Report		*80,077*			
Beginning Community Service Fund Balance, July 1	65,377	80,077	65,377		
Projected Community Service Fund Balance, June 30	**104,389**	**68,077**	**53,377**		

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

	25.0% Year to Date Activity - 1228 ADM	Reforecasted Budget 1208 ADM's 11.07.25	Original Budget 1202 ADM 06.30.25	Reforecasted vs. Original Budget Variance	25.0% Percent of Reforecasted Budget
Total All Funds					
Revenues					
State Revenues	3,819,614	15,926,627	15,777,990	148,637	24.0%
Federal Revenues	73,032	435,698	433,300	2,398	16.8%
Local Revenues	509,400	1,503,300	1,510,950	(7,650)	33.9%
Transfer In	0	0	0	0	0.0%
Total Revenues	**4,402,046**	**17,865,625**	**17,722,241**	**143,384**	**24.6%**
	4,402,046	17,865,625	17,722,241	143,384	
Expenditures					
Salaries and Wages	1,495,982	6,913,713	6,969,741	(56,028)	21.6%
Employee Benefits	368,652	1,894,699	1,894,699	0	19.5%
Purchased Services	861,775	3,365,552	3,345,556	19,996	25.6%
Supplies and Materials	246,526	867,350	867,350	0	28.4%
Equipment	54,948	169,200	151,200	18,000	32.5%
Other (Fundraising, Special Ed, Dues, etc.)	640,237	4,427,069	4,455,205	(28,137)	14.5%
Transfer Out	0	0	0	0	0.0%
Total Expenditures	**3,668,119**	**17,637,583**	**17,683,751**	**(46,168)**	**20.8%**
	3,668,119	17,637,583	17,683,751	(46,168)	
Total Revenues All Funds	**4,402,046**	**17,865,625**	**17,722,241**	**143,384**	**24.6%**
Total Expenditures All Funds	**3,668,119**	**17,637,583**	**17,683,751**	**(46,168)**	**20.8%**
Change in Fund Balance - All Funds	**733,927**	**228,042**	**38,490**	**189,552**	
Per Compliance Report	0	6,544,128			
Beginning Fund Balance, All Funds, July 1	**6,610,248**	**6,544,128**	**6,610,248**		
Projected Fund Balance, All Funds, June 30	**7,344,175**	**6,772,170**	**6,648,737**		
Debt Service Coverage Ratio		1.58	1.14		
Fund Balance Reserve as Percentage of Annual Expenditures		38.8%	37.6%		

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St. Croix Prepatory Academy
Cash Flow Projection Summary
2025-26 Fiscal Year

Period Ending	Cash Inflows (Revenues)						Cash Outflows (Expenditures)			Cash Balance
	State Aid Payments	Federal Aid Payments*	Other Receipts	Food Service	Prior Year Receivables	Total Inflows	Salaries (Cash flow forecast at Net)**	Other Expenses***	Total Outflows	
									Beginning Balance	***$ 4,913,567***
Jul 31	1,086,792		4,919	625	120,611	1,212,947	455,860	1,043,160	1,499,020	4,627,494
Aug 31	1,092,996		155,001	10,576	1,101,038	2,359,610	488,450	816,208	1,304,658	5,682,445
Sept 30	**1,167,786**		**202,119**	**37,131**	**623,288**	**2,030,324**	**534,581**	**1,139,920**	**1,674,501**	**6,038,268**
Oct 31	1,147,431	53,280	116,573	87,352		1,404,637	503,956	669,693	1,173,649	6,269,256
Nov 30	1,147,431		116,573	87,352		1,351,357	503,956	669,693	1,173,649	6,446,965
Dec 31	1,147,431		116,573	87,352		1,351,357	503,956	669,693	1,173,649	6,624,673
Jan 31	1,147,431	53,280	116,573	87,352		1,404,637	503,956	669,693	1,173,649	6,855,661
Feb 28	1,147,431		116,573	87,352		1,351,357	503,956	669,693	1,173,649	7,033,369
Mar 31	1,147,431		116,573	87,352		1,351,357	503,956	669,693	1,173,649	7,211,077
Apr 30	1,147,431	53,280	116,573	87,352		1,404,637	503,956	669,693	1,173,649	7,442,065
May 31	1,147,431		116,573	87,352		1,351,357	503,956	669,693	1,173,649	7,619,774
June 30	1,147,431	53,280	116,573	87,352	-	1,404,637	503,956	669,693	1,173,649	7,850,762
Estimate	13,674,456	213,120	1,411,200	834,500	1,844,937	17,978,214	6,014,493	9,026,526	15,041,019	
Adjustments									-	
							6,014,493	- 9,026,526	- 15,041,019	
Totals	13,674,456	213,120	1,411,200	834,500	1,844,937	17,978,214	6,014,493	9,026,526	15,041,019	

** Federal Receivables are assumed to be 20% of federal revenue budget for the year*
*** Salaries - Cash Flow is updated as Net Pay to employees (Tax Payments are under "Other Expenses")*
**** Other Expenses includes Benefits (Tax Payments, PERA, TRA) and all other expenditures, assumes no payables at year-end to be conservative.*

This financial report is prepared in a modified format in that they exclude footnotes and required supplementary information in order to be considered a full set of financial statements. The excluded portions will be included in the School's fiscal year end financial statements. Creative Planning is not a licensed CPA firm and no CPA provides any assurance on this financial report.

st.croixprep

Governance Committee Agenda and Minutes for November 4, 2025

Members: Jenn Fuchs, Jenn Santini, Al Bagwell

Ex-Officio: Terri Gulbransen

Guests:

Absent: Angie Galati, Madelyn Adams, Jeff Johnson

Location: Room 288

Agenda: November 4, 2025

1. MSBA Policy Audit results and next steps
    a. Mandatory Policies for October 21st Board Meeting.
        i. Madelynn: 402, 532, 520, 601, 603, 606.5
        ii. Angie: 612.1, 616, 620, 903
        iii. Jenn F: 412, 531
    b. Policies for November 18th Board Meeting
        i. Jeff: 102, 214, 401, 406, 410, 411
        ii. Terri: 413, 417, 418, 419, 426, 427, 501, 502, 506
    c. Policies for December 16th Board Meeting
        i. Jenn F.: 512, 514, 515, 516, 521, 522, 524
        ii. Jeff: 524.5, 526, 533, 534, 709, 721, 722, 806, 903
2. Review and Revise:
    a. Check in: SCPA Board Governance Manual 2024 for REVIEW
        i. J. Santini and J. Johnson
        ii. J. Santini - will add a 5th bullet point on page 6 under Board Committees to allow for flexibility.
        iii. FYI Technical edits

    b. New legislation Check in (Jenn reporting about recent law conference)
        i. In MN as of January 1, 2026 - anyone who works more than 6 hours has to have a duty free lunch and 15 min AM and PM break.
        ii. MN Paid Family Leave Act

Respectfully submitted by T. Gulbransen

ST. CROIX PREPARATORY ACADEMY

*Adopted:*_____ *MSBA/MASA Model Policy 512 Charter*
Orig. 1995 (as ISD Policy)
*Revised:*_____ *Orig. 2022 (as Charter Policy)*
Rev. 2025

512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES

I. PURPOSE

The purpose of this policy is to protect students' rights to free speech in production of school-sponsored media and activities while at the same time balancing the SCPA's role in supervising student publications and the operation of public schools.

II. GENERAL STATEMENT OF POLICY

A. Expressions and representations made by students in school-sponsored media and activities are not expressions of official charter school policy. Faculty advisors shall supervise student writers to ensure compliance with the law and charter school policies.

B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.

1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.

2. School-sponsored media may be distributed at reasonable times and locations.

III. DEFINITIONS

A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying material, or placing materials in internal staff or student mailboxes.

B. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the charter school for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

For expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

C. "Minor" means any person under the age of eighteen (18).

D. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.

F. "School-sponsored media" means material that is:

1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the charter school;

2. distributed or generally made available to students in the school; and

3. prepared by a student journalist under the supervision of a student media adviser.

SCPA-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.

G. "Student journalist" means a charter school student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.

H. "Student media adviser" means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the SCPA employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

IV. GUIDELINES

A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the SCPA, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The SCPA must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.

B. Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:

1. is obscene to minors;

2. is defamatory;

3. is profane, harassing, threatening, or intimidating;

4. constitutes an unwarranted invasion of privacy;

5. violates federal or state law or SCPA policies or rules, including but not limited to policies on harassment, discrimination, violence, and bullying;

6. causes a material and substantial disruption of school activities;

7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031.

8. advertises or promotes any product or service not permitted for minors by law;

9. advocates sexual, racial, or religious harassment or violence or prejudice; or

10. is distributed or displayed in violation of time, place, and manner regulations.

C. Student media advisors shall oversee student journalism in accordance with the terms of this Policy. The SCPA must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.

D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists. These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;

2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;

3. assuring that the views of the individual speaker are not erroneously attributed to the school;

4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;

5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;

6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.

E. Time, Place, and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways, and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

V. POSTING

The charter school must adopt and post on the school website a student journalist policy consistent with this section.

Legal References:
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.80 (Student Journalism; Student Expression)
U. S. Const Amend. I
Minn. Const. Art. 1, § 3
Morse v. Frederick, 551 U.S. 393 (2007)
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988)
Bystrom v. Fridley High School, I.S.D. No. 14, 822 F. 2d 747 (8th Cir. 1987)

Cross References:
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on Charter School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 904 (Distribution of Materials on Charter School Property by Nonschool Persons)

ST. CROIX PREPARATORY ACADEMY

Adopted: ***08/15/2023*** *MSBA/MASA Model Policy 514 Charter*
Orig. 2022 (as Charter Policy)
Revised: ***05/16/2024*** *Rev. 2024*

514 BULLYING PROHIBITION POLICY

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. St. Croix Preparatory Academy (herein after "SCPA") cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of SCPA and the rights and welfare of its students and is within the control of SCPA in its normal operations, the charter school intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist SCPA in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited:

1. on the school premises, at the school functions or activities, on the school transportation;

2. by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or

3. by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.

B. A school-aged child who voluntarily participates in a public school activity, such as a cocurricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.C. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of SCPA or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off SCPA property and/or with or without the use of SCPA resources. This policy also applies to sexual exploitation.

D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota

Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.

Malicious and sadistic conduct and sexual exploitation by a charter school or school staff member, independent contractor, or enrolled student against a staff member, independent contractor, or student that occurs as described in Article II.A above is prohibited.

E. No teacher, administrator, volunteer, contractor, or other employee of SCPA shall permit, condone, or tolerate bullying.

F. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

G. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

H. False accusations or reports of bullying against another student are prohibited.

I. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with SCPA's policies and procedures, including SCPA's discipline policy. SCPA may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;

2. The levels of harm, surrounding circumstances, and nature of the behavior;

3. Past incidences or past or continuing patterns of behavior;

4. The relationship between the parties involved; and

5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. SCPA shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the charter school, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from SCPA property and events.

J. SCPA will act to investigate all complaints of bullying reported to SCPA and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of SCPA who is found to have violated this policy.

III.DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or

2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term "bullying" specifically includes cyberbullying, malicious and sadistic conduct, and sexual exploitation.

B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on SCPA property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

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

D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;

2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

E. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.

F. "On school premises, on SCPA property, at school functions or activities, or on school transportation" means all SCPA buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for SCPA purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. SCPA property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, SCPA does not represent that it will provide supervision or assume liability at these locations and events.

G. "Prohibited conduct" means bullying, cyberbullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about

prohibited conduct.

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

I. "Student" means a student enrolled in SCPA.

IV. REPORTING PROCEDURE

A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate SCPA official designated by this policy. A person may report bullying anonymously. However, SCPA may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The charter school encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the charter school office, but oral reports shall be considered complaints as well.

C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a SCPA human rights officer or the Executive Director. If the complaint involves the building report taker, the complaint shall be made or filed directly with the Executive Director or the SCPA human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by SCPA shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. SCPA personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.

F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.

G. The charter school will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent

with the charter school's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCPA ACTION

A. Within three school days of the receipt of a complaint or report of bullying or other prohibited conduct, SCPA shall undertake or authorize an investigation by the building report taker or a third party designated by SCPA.

B. The building report taker or other appropriate SCPA officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.

C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, SCPA will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. Action taken by SCPA for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable SCPA policies; and applicable regulations.

E. SCPA is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of SCPA. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, SCPA shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

SCPA will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of SCPA who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Article II.F. of this policy.

VII. TRAINING AND EDUCATION

A. Consistent with its applicable policies and practice, SCPA must discuss this policy with students, school personnel and volunteers and provide appropriate training to SCPA personnel regarding this policy to prevent, identify, and respond to prohibited conduct. The charter school shall establish a training cycle for school personnel to occur during a period not to exceed every three (3) school years. Newly employed school personnel must receive the training within the first year of their employment with the SCPA. SCPA or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. SCPA shall require ongoing professional development, consistent with Minnesota Statutes, section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;

2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;

3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;

4. The incidence and nature of cyberbullying; and

5. Internet safety and cyberbullying.

C. SCPA annually will provide education and information to students regarding bullying, including information regarding this charter school policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

D. The administration of SCPA is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

SCPA administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;

2. Partner with parents and other community members to develop and implement prevention and intervention programs;

3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;

4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the school's primary contact person;

5. Teach students to advocate for themselves and others;

6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

F. The charter school may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

G. The charter school shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The charter school may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

VIII. NOTICE

A. SCPA will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

B. Article II, paragraph D, regarding malicious and sadistic conduct must be conspicuously posted throughout each school building, in the administrative offices of the charter school, and in the office of each school.

C. This policy shall be conspicuously posted in the administrative offices of the charter school in summary form.

D. This policy must be distributed to each charter school employee and independent contractor, if the contractor regularly interacts with students, at the time of employment with the charter school.

E. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.

F. This policy shall be available to all parents and other school community members in an electronic format in the languages appearing on the charter school's website, consistent with charter school policies and practices.

G. SCPA shall provide an electronic copy of its most recently amended policy to the Commissioner of the Minnesota Department of Education.

IX. POLICY REVIEW

To the extent practicable, the SCPA Board shall, on a cycle consistent with other SCPA policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes, sections 121A.031 and 121A.0312 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.0312 (Malicious and Sadistic Conduct)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment and Prior Restraint)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

ST. CROIX PREPARATORY ACADEMY

Adopted: ***8/15/2023***

*Revised:*_____

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 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 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: ***8/15/2023***

*Revised:*_____

MSBA/MASA Model Policy 516 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. June 2025

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 (Academy).

II. GENERAL STATEMENT OF POLICY

The Academy acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. The Academy'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 Academy'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 Academy 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 "Administrating 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 Academy 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 Academy and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

5. The Academy 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 Academy to store the drug or medication, the parent or legal guardian must inform the Academy 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 Academy 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 Academy 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 Academy may revoke a student's privilege to possess and use nonprescription pain relievers if the Academy 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 Academy 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 Academy 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 Academy.

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 Academy 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 Academy.

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 Academy 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: 1/15/2019

*Revised:*_____

MSBA/MASA Model Policy 521 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2024

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.

B The responsibility of the charter school is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

C. For this policy, a learner who is protected under Section 504 is one who:

1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or

2. has a record of such an impairment;

3. is regarded as having such an impairment; or

4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact the Director of Special Education, Cori Wahl, St. Croix Preparatory Academy, 4260 Stagecoach Trail North, Stillwater, MN 55082. This person is the charter school's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Minn. Stat. § 363A.03, Subd. 12 (Definitions)
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

ST. CROIX PREPARATORY ACADEMY

*Adopted:*_____ *MSBA/MASA Model Policy 522 Charter*
Orig. 1995 (as ISD Policy)
*Revised:*_____ *Orig. 2022 (as Charter Policy)*

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. PURPOSE

The purpose of this policy is to provide a nondiscriminatory and safe environment for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

A. The charter school does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The charter school is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

B. The charter school prohibits sexual harassment that occurs within its education programs and activities. When the charter school has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

C. This policy applies to sexual harassment that occurs within the charter school's education programs and activities and that is committed by a charter school employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the charter school's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the charter school's education programs or activities.

D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The charter school's Title IX Coordinator(s) is/are:

Keven Seim, Activities Director, 4260 Stagecoach Trail N. Stillwater, MN 55082, 651.395.5944, kevenseim@stcroixprep.org

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

E. The effective date of this policy is August 14, 2020, and applies to alleged violations of this policy occurring on or after August 14, 2020.

III. DEFINITIONS

A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the charter school's Title IX Coordinator or to any employee of the charter school. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the charter school with actual knowledge is the

respondent.

B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.

C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the charter school office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The charter school is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

E. "Education program or activity" means locations, events, or circumstances for which the charter school exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes charter school education programs or activities that occur on or off of charter school property.

F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the charter school investigate the allegation of sexual harassment.

1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the charter school with which the formal complaint is filed.

G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.

H. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a charter school education program or activity and is committed against a

person in the United States:

1. *Quid pro quo* harassment by a charter school employee (conditioning the provision of an aid, benefit, or service of the charter school on an individual's participation in unwelcome sexual conduct);

2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code, section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code, section 12291).

L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minnesota Statutes, section 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the charter school buildings or property, and other similar measures.

M. "Title IX Personnel" means any person who addresses, works on, or assists with the charter school's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. "Title IX Coordinator" means an employee of the charter school that coordinates the charter school's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.

2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a charter school employee, charter school official, or a third party designated by the charter school.

3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.

4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a charter school employee, or a third party designated by the charter school.

The executive director of the charter school may delegate functions assigned to a

specific charter school employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the executive director at any time. The charter school may also, in its discretion, appoint suitably qualified persons who are not charter school employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

IV. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

The charter school shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.

The charter school will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.

The charter school will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.

2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The charter school will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, FERPA regulations, 34 Code of Federal Regulations part 99, Minnesota law under Minnesota Statutes section 13.32, or as required by law, or to carry out the purposes of 34 Code of Federal Regulations part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the charter school's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The charter school will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The charter school may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the charter school will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

2. The charter school shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the charter school obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the charter school and not upon the parties.

2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when charter school employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.

2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the charter school within five (5) days of

the date the determination of responsibility or dismissal was provided to the parties.

3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the charter school.

4. The charter school will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the charter school.

5. Although the charter school strives to adhere to the timelines described above, in each case, the charter school may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening charter school holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the charter school may provide a complainant and disciplinary sanctions that the charter school might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the charter school buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the executive director of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

V. REPORTING PROHIBITED CONDUCT

A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.

B. Any employee of the charter school who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

C. A report of unlawful sex discrimination or sexual harassment may be made at any

time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the charter school may report the alleged conduct to law enforcement authorities. The charter school encourages complainants to report criminal behavior to the police immediately.

VI. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filling a formal complaint.

B. The charter school will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The charter school must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the charter school's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the charter school unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.

D. Upon receipt of a formal complaint, the charter school must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:

1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;

2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;

4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;

5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and

6. A copy of this policy.

VII. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. <u>Emergency Removal of a Student</u>

1. The charter school may remove a student-respondent from an education program or activity of the charter school on an emergency basis before a determination regarding responsibility is made if:

   a. The charter school undertakes an individualized safety and risk analysis;

   b. The charter school determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and

   c. The charter school determines if the student-respondent poses such a threat, it will notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related charter school policies, including MSBA Model Policy 506 – Student Discipline. The charter school must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The charter school may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The charter school must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VIII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the charter school at the charter school's discretion, but only after a formal complaint has been received by the charter school.

B. The charter school may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.

C. The informal resolution process may not be used to resolve allegations that a charter school employee sexually harassed a student.

D. The charter school will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The charter school will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the

formal complaint.

IX. DISMISSAL OF A FORMAL COMPLAINT

A. Under federal law, the charter school must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;

2. Did not occur in the charter school's education program or activity; or

3. Did not occur against a person in the United States.

B. The charter school may, in its discretion, dismiss a formal complaint or allegations therein if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;

2. The respondent is no longer enrolled or employed by the charter school; or

3. Specific circumstances prevent the charter school from gathering sufficient evidence to reach a determination.

C. The charter school shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.

D. Dismissal of a formal complaint or a portion thereof does not preclude the charter school from addressing the underlying conduct in any manner that the charter school deems appropriate.

X. INVESTIGATION OF A FORMAL COMPLAINT

A. If a formal complaint is received by the charter school, the charter school will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.

B. If during the course of the investigation the charter school decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the charter school must provide notice of the additional allegations to the known parties.

C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.

D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.

E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the charter school does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to

completion of the investigative report.

F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The charter school will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

XI. DETERMINATION REGARDING RESPONSIBILITY

A. After the charter school has sent the investigative report to both parties and before the charter school has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.

B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.

C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:

1. Identification of the allegations potentially constituting sexual harassment;

2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the charter school's code of conduct to the facts;

5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the charter school imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the charter school to the complainant; and

6. The charter school's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.

E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.

F. The written determination of responsibility must be provided to the parties simultaneously.

G. The Title IX Coordinator is responsible for the effective implementation of any

remedies.

H. The determination regarding responsibility becomes final either on the date that the charter school provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XII. APPEALS

A. The charter school shall offer the parties an opportunity to appeal a determination regarding responsibility or the charter school's dismissal of a formal complaint or any allegations therein, on the following bases:

1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);

2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

B. If notice of an appeal is timely received by the charter school, the charter school will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.

D. The written decision describing the result of the appeal must be provided simultaneously to the parties.

E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XIII. RETALIATION PROHIBITED

A. Neither the charter school nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other

complaints of sexual harassment or sex discrimination.

C. Charging an individual with violation of charter school policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIV. TRAINING

A. The charter school shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:

1. The Title IX definition of sexual harassment;

2. The scope of the charter school's education program or activity;

3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;

5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and

6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.

B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.

C. Materials used to train Title IX Personnel must be posted on the charter school's website. If the charter school does not have a website, it must make the training materials available for public inspection upon request.

XV. DISSEMINATION OF POLICY

A. This policy shall be made available to all students, parents/guardians of students, charter school employees, and employee unions.

B. The charter school shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.

C. The charter school must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the charter school, with the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;

2. Notice that the charter school does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;

3. A statement that the requirement not to discriminate in the education program

or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and

4. Notice of the charter school's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the charter school will respond.

XVI. RECORDKEEPING

A. The charter school must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the charter school must document:

1. The basis for the charter school's conclusion that its response to the report or formal complaint was not deliberately indifferent;

2. The measures the charter school has taken that are designed to restore or preserve equal access to the charter school's education program or activity; and

3. If the charter school does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.

4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

B. The charter school must also maintain for a period of seven calendar years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;

2. Any appeal and the result therefrom;

3. Any informal resolution and the result therefrom; and

4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act")

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

ST. CROIX PREPARATORY ACADEMY

Adopted: ***3/19/2019***_____ *MSBA/MASA Model Policy 524 Charter*
Orig. 2022 (as Charter Policy)
*Revised:*_____ *Rev. 2025*

524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the charter school computer system and acceptable and safe use of Electronic Technology.

I. DEFINITION

For purposes of this policy, the term "Electronic Technology" means all electronic systems, equipment, and devices that are owned, leased, or supplied by the school, or are otherwise under the control of the school, including, but not limited to, computers, computer systems, networks, hardware, software, electronic devices, electronic programs, electronic storage media, databases, systems used to supply or facilitate Internet access, and Internet access provided by or gained through any school service, system, device, or equipment .

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to and use of Electronic Technology, the school considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to Electronic Technology enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while communicating with people around the world. The charter school expects that faculty will blend thoughtful use of Electronic Technology throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The charter school is providing students and employees with access to Electronic Technology for educational purposes, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Electronic Technology to further educational and personal goals consistent with the mission of the charter school and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on Electronic Technology, which is owned, operated, or provided by the school for a limited-purpose.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of Electronic Technology is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of Electronic Technology may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate charter school policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of Electronic Technology are considered unacceptable:

1. Users will not use Electronic Technology to access, review, upload, download, store, print, post, receive, transmit, or distribute:

a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

d. information or materials that could cause damage or danger of disruption to the educational process;

e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

f. materials that present a risk of harm to students, staff, Electronic Technology, or any school property.

2. Users will not use Electronic Technology to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use Electronic Technology to engage in any illegal act or violate any local, state or federal statute or law.

4. Users will not use Electronic Technology to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the charter school system software, hardware, or wiring or take any action to violate the charter school's security system, and will not use Electronic Technology in such a way as to disrupt the use of the system by other users.

5. Users will not use Electronic Technology to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use Electronic Technology to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

a. This paragraph does not prohibit the posting of employee contact information on charter school webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the charter school as directory information and verification is made that the charter school has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with the charter school's Protection and Privacy of Pupil Records policy

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing Electronic Technology to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "X," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated charter school official. Users will not attempt to gain unauthorized access to the charter school system or any other system through the charter school system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the charter school system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use Electronic Technology to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use Electronic Technology for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school. Users will not use Electronic Technology to offer or provide goods or services or for product advertisement. Users will not use Electronic Technology to purchase goods or services for personal use without authorization from the appropriate charter school official.

10. Users will not use Electronic Technology to engage in bullying or cyberbullying in violation of the charter school's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

B. The charter school has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet or Electronic Technology when off charter school premises also may be in violation of this policy as well as other charter school policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the charter school receives a report of an unacceptable use originating from a non-school computer or resource, the charter school may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or

access to Electronic Technology, the charter school computer system and the Internet and discipline under other appropriate charter school policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate charter school official. In the case of a charter school employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a charter school employee, the building administrator.

D. Any student who witnesses unacceptable use of Electronic Technology is encouraged to report this unauthorized use to the appropriate school official. Any school employee who witnesses unacceptable use of Electronic Technology shall report this unauthorized use to the appropriate school official.

VI. FILTER

All computers equipped with Internet access and available for student use at each school site will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

A. All charter school computers with Internet access and available for student use will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.

B. All charter school computers with Internet access, not just those accessible and available to students, will be equipped to restrict, by use of available software filtering technology or other effective methods, adult access to materials that are reasonably believed to be obscene or child pornography under state or federal law.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

ALTERNATIVE NO. 3

[NOTE: Charter schools that receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. This law requires charter schools to adopt an Internet safety policy that contains the provisions set forth below. Also, the Act requires such charter schools to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. Charter schools that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for charter schools that seek such federal financial assistance satisfies both state and federal law requirements.]

A. With respect to any of its computers with Internet access, the charter school will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;

2. Child pornography; or

3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the executive director may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

D. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

E. The charter school will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

F. The use of a "Proxy" server or service to bypass the filtering technology is not allowed and is a violation of this policy. Defeating or bypassing the filtering technology is also a violation of CIPA (Children's Internet Protection Act, [Federal Act, 2000]).

[NOTE: Although charter schools are not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they may choose to adopt the more restrictive provisions as a matter of school policy.]

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of Electronic Technology shall be consistent with charter school policies and the mission of the charter school.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of Electronic Technology, the school does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files that are accessed, reviewed, uploaded, downloaded, stored, maintained, printed, posted, transmitted, or distributed using Electronic Technology.

B. Routine maintenance and monitoring of Electronic Technology may lead to a discovery that a user has violated this policy, another charter school policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a

reasonable suspicion that the search will uncover a violation of law or charter school policy.

D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the charter school's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's access to or use of Electronic Technology at any time.

E. Charter school employees should be aware that the charter school retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, charter school employees should be aware that data and other materials in files maintained on or through the use of Electronic Technology may be subject to review, disclosure, or discovery under Minnesota Statutes, chapter 13 (Minnesota Government Data Practices Act).

F. The charter school will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with charter school policies conducted through the charter school system.

G. The school retains full ownership, authority, and control over its Electronic Technology. To the full extent permitted by law, the school may monitor and inspect the use of Electronic Technology, including, but not limited to, any data that are accessed, reviewed, uploaded, downloaded, stored, maintained, printed, posted, transmitted, or distributed using Electronic Technology. Such monitoring and inspection may occur as authorized by an administrator, supervisor or other person authorized by the executive director, without any notice to the user.

IX. ELECTRONIC TECHNOLOGY USE AGREEMENT

A. The proper use of Electronic Technology, and the educational value to be gained from proper Electronic Technology use, is the joint responsibility of students, parents and employees of the school.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access Electronic Technology.

C. The Electronic Technology Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Electronic Technology Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON CHARTER SCHOOL LIABILITY

Use of Electronic Technology is at the user's own risk. Electronic Technology is provided on an "as is, as available" basis. The charter school will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on charter school diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The charter school is not responsible for the accuracy or quality of any advice or information obtained through or stored on Electronic Technology. The school will not be responsible for financial obligations arising through unauthorized use of Electronic Technology.

XI. USER NOTIFICATION

A. All users shall be notified of the charter school policies relating to Electronic Technology use.

B. This notification shall include the following:

1. Notification that use of Electronic Technology is subject to compliance with charter school policies.

2. Disclaimers limiting the charter school's liability relative to:

a. Information stored on charter school diskettes, hard drives, or servers.

b. Information retrieved through charter school computers, networks, or online resources.

c. Personal property used to access charter school computers, networks, or online resources.

d. Unauthorized financial obligations resulting from use of charter school resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the charter school may use technical means to limit student Electronic Technology access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via Electronic Technology, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.

7. Notification that, should the user violate the charter school's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT ELECTRONIC TECHNOLOGY USE

A. Outside of school, parents bear responsibility for the same guidance of Electronic Technology use as they exercise with information sources such as television, phones, radio, movies and other possibly offensive media. Parents are responsible for monitoring their student's use of Electronic Technology if the student is accessing Electronic Technology from home or a remote location.

B. Parents will be notified that their students will be using school resources/accounts to access Electronic Technology and that the charter school will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

4. A statement that the Electronic Technology Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.

5. A statement that the charter school's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the charter school, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the charter school.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within thirty (30) days of the start of each school year, the charter school must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

D. The charter school must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the charter school must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the charter school, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in paragraph C, the charter school or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The charter school or a technology provider may only engage in activities prohibited by paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by charter school employees, student teachers, staff contracted by the charter school, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the charter school is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes, section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the charter school or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within seventy-two (72) hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within seventy-two (72) hours after that imminent threat has ceased.

XV. CELL PHONE USE

The school board directs the executive director and school administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

XVI. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a

teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVII. IMPLEMENTATION; POLICY REVIEW

A. The charter school administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The charter school Electronic Technology policies and procedures are available for review by all parents, guardians, staff and members of the community.

D. Because of the rapid changes in the development of Electronic Technology, the school board shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

MSBA/MASA Model Policy 904 (Distribution of Materials on Charter School Property by Nonschool Persons)

ST. CROIX PREPARATORY ACADEMY

*Adopted:**4/22/2025*** *MSBA/MASA Model Policy 524.5 Charter*

Revised:_____ *Orig. 2025*

524.5 PERSONAL ELECTRONIC COMMUNICATION DEVICES

I. PURPOSE

The objective of this policy is to support the charter school's focus on learning in alignment with the school's mission to ignite students' passion for learning, cultivate a strong foundation of knowledge, and foster a sense of community within our schools. Possession and use of personal electronic communication devices must be regulated to ensure that such devices do not disrupt or interfere with the education process or school operations, impair the safety, welfare, and privacy of students and staff, or are used as part of an act of academic dishonesty.

II. GENERAL STATEMENT OF POLICY

To minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment and to support school environments in which students can engage fully with their classmates, their teachers, and instruction, the school board has determined the use of personal electronic communication devices by students during school hours should be limited.

III. DEFINITIONS

A. "Bell-to-Bell" means from when the first bell rings at the start of the school day to begin instructional time until the dismissal bell rings at the end of the academic school day. "Bell-to bell" includes lunch and time in between class periods.

B. "Cell Phone" means a personal device capable of making calls, transmitting pictures or video, or sending or receiving messages through electronic means. The definition of cell phone includes a non-smart phone that is limited to making phone calls or text messages and a smart phone that encompasses the above features.

C. "Cyberbullying" means bullying using technology or other electronic communication, including but not limited to a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device.

D. "Instructional Time" means any structured or unstructured learning experiences that occur from when the first bell rings at the start of the school day until the dismissal bell rings at the end of the academic school day.

E. "Personal Electronic Communication Device" means any personal device capable of connecting to a cell phone, the internet, a cellular or Wi-Fi network, or directly connects to another similar device. Personal electronic communication devices may include cell phones, wearable devices such as smart watches, personal headphones, earbuds or pods, laptops, tablets, virtual reality devices, Apple AirTags, and other personal electronic communication devices with the above mentioned characteristics.

F. "Stored" means a cell phone or personal electronic communication device not being carried on the student's person, including not in the student's pocket. Storage options may include, but are not limited to, in the student's backpack, in the student's locker, in a locked pouch, or in a designated place in the classroom, as determined by school administration.

IV. PERSONAL ELECTRONIC COMMUNICATION DEVICE USE AND STORAGE

A. Personal Electronic Communication Device Use

Lower school students may not have technology at Prep. This includes phones, smart watches, earphones, video games, or other technology devices.

Middle School and Upper School allows students to have cell phones, smartwatches, earphones, and other technology devices, but they are not to be visible, turned on, or in use during regular school hours.

Students may use their phones/devices before/after regular school hours. We understand that on occasion a student may need to communicate transportation needs with a parent or family member. This communication should go through the Office Manager. The use of earphones is prohibited unless authorized by St. Croix Prep faculty. Students who violate the above restrictions shall be deemed to have created a disruption to the instructional environment and may receive a technology violation.

B. Off-Campus School-Sponsored Activities

School administration may establish guidelines for personal electronic communication device possession and use during off-campus school-sponsored activities, such as extracurricular activities, outdoor and service trips, and school field trips. These guidelines will be provided at pre-activity meetings, activity-specific permission slips, and by other means as appropriate in the circumstances.

V. LIMITATIONS ON USE OF AND STORAGE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES

A. Limitations on Use of Personal Electronic Communication Devices

1. Personal electronic communication devices may not be used in any manner that causes or results in disruption of the educational environment or school-sponsored extracurricular activities or events or impairs or interferes with charter school operations.

2. Devices, including but not limited to personal electronic communication devices, with audio, video, or photo-taking capabilities shall not be used at any time in locker rooms, bathrooms, or other locations where the presence of such devices poses an unreasonable risk to the safety, welfare, or privacy of others. Confiscation and search of such devices will occur if found in these areas.

3. Students may not use a device to record, transmit, or post audio, videos, or photos of a person or persons on school grounds or on a school bus without the express permission of school staff in addition to the express consent of the individual or individuals that are the subjects of the recording.

4. Personal electronic communication devices may not be used to engage in bullying, cyberbullying, harassment, discrimination, or other activity prohibited under federal or state law or under charter school policy.

5. Personal electronic communication devices shall not be used during a lockdown drill, a fire drill, or a similar safety drill.

B. Storage of Personal Electronic Communication Devices

Students shall keep their personal electronic communication devices in a secure place, such as the student's locker, a closed backpack, a storage device provided by the school, or an area designated by the classroom teacher at all times when personal electronic communication device use is prohibited.

V. EXCEPTIONS

A. Nothing in this policy prohibits a student from using a personal electronic communication device for a purpose documented in the student's individualized education program, a plan developed under section 504 of the Rehabilitation Act of 1973, or a health care plan in force regarding the student.

B. A student may use a personal electronic communication device to monitor or address a health concern or medical condition upon permission granted by school administration.

C. Students may use a personal electronic communication device when the use is necessary to respond to or report an emergency. For purposes of this policy, "emergency" means an actual or imminent threat to the health or safety of students and/or school personnel, which may result in death, bodily injury, or substantial property damage.

D. A student may use a personal electronic communication device during a time at which use would otherwise be prohibited when the student has been granted permission from a staff member to use the device. If the charter school implements a curriculum that uses technology, students may be allowed to use their own personal electronic communication devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own devices, or provided free of charge to students who do not use their own devices for specific curricular purposes for specific courses.

E. A personal electronic communication device may be stored in student vehicles parked on charter school property provided that the device is not removed from the vehicle while on charter school property.

F. Students who need to make a call may request permission to use a telephone in the building office.

VI. DISCIPLINE

If a student violates this policy, a teacher or administrator shall take the following progressively serious disciplinary measures:

A. Give the student a verbal warning and require the student to store the student's personal electronic communication device in accordance with this policy.

B. Securely store the student's personal electronic communication device in a teacher- or administrator-controlled locker, bin, or drawer for the duration of the class or period.

C. Place the student's personal electronic communication device in the school's central office for the remainder of the school day.

D. Place the student's personal device in the school's central office to be picked up by the student's parent or guardian.

E. Schedule a conference with the student's parent or guardian to discuss the student's

personal device use.

F. Apply discipline as provided under charter school policies and as appropriate.

VII. CHARTER SCHOOL RESPONSIBILITY

A. The charter school is not responsible for, nor is it required to investigate, any lost, stolen, or damaged personal electronic communication devices brought onto school grounds or the bus or school-sponsored activities or events.

B. The charter school board directs the executive director and charter school administration to establish additional rules and procedures regarding student possession and use of personal electronic communication devices in schools as the executive director and charter school administration find appropriate. These rules shall be consistent with this policy and other applicable charter school policies. These rules and procedures should seek to minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or pursuant to similar criteria.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
29 U.S.C. § 794 (Nondiscrimination under Federal Grants and Programs)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 524 (Internet, Technology, and Cell Phone Acceptable Use and Safety Policy)

Resources:
Away for the Day (www.awayfortheday.org)
MASSP/MESPA, *The Cell Phone Toolkit* (July 2024)

ST. CROIX PREPARATORY ACADEMY

Adopted: ***08/15/2023*** *MSBA/MASA Model Policy 526 Charter*
Orig. 1997 (as ISD Policy)
Revised: _____ *Orig. 2022 (as Charter Policy)*

526 HAZING PROHIBITION POLICY

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the charter school and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

A. No student, teacher, administrator, volunteer, contractor, or other employee of the charter school shall plan, direct, encourage, aid, or engage in hazing.

B. No teacher, administrator, volunteer, contractor, or other employee of the charter school shall permit, condone, or tolerate hazing.

C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.

E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.

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

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

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

G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.

H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.

I. The charter school will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the charter school who is found to have violated this policy.

III. DEFINITIONS

A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:

1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.

2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.

5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of charter school policies or regulations.

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

C. "On school premises or charter school property, or at school functions or activities, or on school transportation" means all charter school buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for charter school purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. Charter school property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the charter school does not represent that it will provide supervision or assume liability at these locations and events.

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

E. "Student" means a student enrolled in a public school or a charter school.

F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate charter school official designated by this policy. A person may report hazing anonymously. However, the charter school may not rely solely on an anonymous report to determine discipline or other remedial

responses.

B. The charter school encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the charter school office, but oral reports shall be considered complaints as well.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult charter school personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a charter school human rights officer – Terri Smith -- or to the executive director – Jon Gutierrez. If the complaint involves the building report taker, the complaint shall be made or filed directly with the executive director – Jon Gutierrez -- or the school's human rights officer – Terri Smith -- by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. Charter school personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.

D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.

F. The charter school will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the charter school's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. CHARTER SCHOOL ACTION

A. Within three (3) school days of the receipt of a complaint or report of hazing, the charter school shall undertake or authorize an investigation by charter school officials or a third party designated by the charter school.

B. The building report taker or other appropriate charter school officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.

C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

D. Upon completion of an investigation that determines hazing has occurred, the charter

school will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. Charter school action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable charter school policies and regulations.

E. The charter school is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the charter school. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.

F. In order to prevent or to respond to hazing committed by or directed against a child with a disability, the charter school shall, where determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

VI. RETALIATION OR REPRISAL

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

VII. DISSEMINATION OF POLICY

A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.

B. The charter school will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

ST. CROIX PREPARATORY ACADEMY

*Adopted:*_____ *MSBA/MASA Model Policy 533 Charter*
Orig. 2005 (as ISD Policy)
*Revised:*_____ *Orig. 2022 (as Charter Policy)*

533 WELLNESS

I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The charter school encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the charter school's wellness policy.

D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

A. <u>Nutrition Promotion and Education</u>

1. The charter school will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

   b. part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.

2. The charter school will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching television;

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

C. Communications with Parents

1. The charter school recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The charter school will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The charter school encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The charter school will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

IV. STANDARDS AND NUTRITION GUIDELINES

A. School Meals

1. The charter school will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.

2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

3. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.

4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.

5. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and

local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.

6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.

7. The charter school will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.

8. The charter school will provide students access to hand washing or hand sanitizing before they eat meals or snacks.

9. The charter school will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

10. The charter school will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The charter school shall designate an appropriate person to be responsible for the charter school's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the charter school's responsibility to operate a food service program, the charter school will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.

2. All competitive foods will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

3. Before and Aftercare (child care) programs must also comply with the charter school's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:

a. Celebrations and parties

The charter school will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.

b. Classroom snacks brought by parents

The charter school will provide to parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards.

2. Rewards and incentives

Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.

3. Fundraising

The charter school will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.

2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

1. The executive director will designate a charter school official to oversee the charter school's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.

2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.

2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the charter school's website and will be open to the public.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

1. After approval by the school board, the wellness policy will be implemented throughout the charter school.

2. The charter school will post its wellness policy on its website, to the extent it maintains a website.

B. Annual Reporting

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

1. At least once every three (3) years, the charter school will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:

   a. the extent to which schools under the jurisdiction of the charter school are in compliance with the wellness policy;

   b. the extent to which the charter school's wellness policy compares to model local wellness policies; and

   c. a description of the progress made in attaining the goals of the charter school's wellness policy.

2. The Wellness Coordinator will be responsible for conducting the triennial assessment.

3. The triennial assessment report shall be posted on the charter school's website or otherwise made available to the public.

D. Recordkeeping

The charter school will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The charter school's written wellness policy.

2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.

3. Documentation of the triennial assessment of the local school wellness policy for each school under the charter school's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the charter school uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References:
Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Resources:
Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us
County Health Departments
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

ST. CROIX PREPARATORY ACADEMY

*Adopted: 7/23/2019*_____ *MSBA/MASA Model Policy 709 Charter*

*Revised: 10/21/2025*_____ *Rev. 2025 (October)*

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The charter school may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The charter school shall provide students enrolled in grades kindergarten (K) through 12 with age-appropriate school bus safety training of the following concepts:

   a. transportation by school bus is a privilege, not a right;

   b. charter school policies for student conduct and school bus safety;

   c. appropriate conduct while on the bus;

   d. the danger zones surrounding a school bus;

   e. procedures for safely boarding and leaving a school bus;

   f. procedures for safe vehicle lane crossing; and

   g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 12 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 12 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous charter schools shall undergo school bus safety training or receive bus safety instructional materials within four (4) weeks of their first day of attendance.

3. The charter school must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.

5. The charter school and a nonpublic school with students transported by school

bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The charter school will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The charter school may provide kindergarten students with school bus safety training before the first day of school.

8 The charter school shall adopt and make available for public review a curriculum for transportation safety education.

9. Nonpublic school students transported by the charter school will receive school bus safety training by their nonpublic school. The nonpublic schools may use the charter school's school transportation safety education curriculum. Upon request by the charter school executive director, the nonpublic school must certify to the charter school's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training required

a. The charter school must provide pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.

b. The charter school must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:

(1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;

(2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and

(3) electric-assisted bicycle safety, including that a person under the age of fifteen (15) is not allowed to operate an electric-assisted bicycle.

2. Instruction

a. The charter school may provide active transportation safety training through distance learning.

b. The charter school and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding the school bus is a privilege, not a right. The charter school's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.

B. Consequences for school bus/bus stop misconduct will be imposed by the charter school under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the charter school's transportation safety director. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules

The charter school bus safety rules are to be posted on every bus. If these rules are broken, the charter school's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the charter school's Transportation Office/School Office.

2. Rules at the Bus Stop

a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.

b. Respect the property of others while waiting at your bus stop.

c. Keep your arms, legs, and belongings to yourself.

d. Use appropriate language.

e. Stay away from the street, road, or highway when waiting for the bus.

f. Wait until the bus stops before approaching the bus.

g. After getting off the bus, move away from the bus.

h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

i. No fighting, harassment, intimidation, or horseplay.

j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

a. Immediately follow the directions of the driver.

b. Sit in your seat facing forward.

c. Talk quietly and use appropriate language.

d. Keep all parts of your body inside the bus.

e. Keep your arms, legs, and belongings to yourself.

f. No fighting, harassment, intimidation, or horseplay.

g. Do not throw any object.

h. No eating, drinking, or use of alcohol, tobacco, or drugs.

i. Do not bring any weapons or dangerous objects on the school bus.

j. Do not damage the bus.

4. Consequences

a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in

connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the charter school. Parents or guardians will be notified of any suspension of bus privileges.

(1) Elementary (K-6)

1st offense – warning
2nd offense – 3 school-day suspension from riding the bus
3rd offense – 5 school-day suspension from riding the bus
4th offense – 10 school-day suspension from riding the bus/meeting with parent
Further offenses – individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (7-12)

1st offense – warning
2nd offense – 5 school-day suspension from riding the bus
3rd offense – 10 school-day suspension from riding the bus
4th offense – 20 school-day suspension from riding the bus/meeting with parent
5th offense – suspended from riding the bus for the remainder of the school year

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the charter school to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate charter school personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The charter school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with charter school rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;

5. Have their children to the bus stop 5 minutes before the bus arrives;

6. Have their children properly dressed for the weather; and

7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.

B. The charter school shall conduct mandatory drug and alcohol testing of all charter school bus drivers and bus driver applicants in accordance with state and federal law and charter school policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;

2. reckless driving;

3. improper or erratic traffic lane changes;

4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;

6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;

7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;

8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and

9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety *Minnesota Model School Bus Driver Training Program.* All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The charter school shall retain on file an annual individual school bus driver "evaluation certification" form for each charter school driver as contained in the *Minnesota Model School Bus Driver Training Program.*

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the charter school or the entity from whom such services are contracted by the charter school.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, including issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant laws, rules of the road, and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the *Minnesota Model School Bus Driver Training Program.*

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Model School Bus Driver Training Manual.

2. Only students assigned to the school bus by the charter school shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to charter school policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the charter school will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes, section 169.011, subdivision 71. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the charter school. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for

service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 571.

5. If a type III vehicle is charter school owned, the charter school name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:

    a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

    b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.

    c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the

location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the charter school. The charter school has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The charter school will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the charter school.

b. The operator's employer, which may include the charter school, has adopted and implemented a policy that provides for annual training and certification of the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pretrip vehicle inspections;

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in "park" during loading and unloading;

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for charter school employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.

g. A person who sustains a conviction, as defined under Minnesota Statutes, sections 609.02, of violating Minnesota Statutes, section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minnesota Statutes, section 123B.90, subdivision 2 (See Section II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under a separate file at the business location for each type III vehicle operator. The charter school or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.

3. An employee of the charter school who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the charter school, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:

a. The operator is an employee of the charter school or an independent contractor with whom the charter school contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.

d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.

e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).

f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre-school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.

g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.

2. The charter school shall maintain annual certification of the requirements listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. CHARTER SCHOOL EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of a disability. The information shall state:

1. the student's name and address;

2. the nature of the student's disabilities;

3. emergency health care information; and

4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

IX. CHARTER SCHOOL VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the charter school.

B. All school vehicles shall be state inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the charter school's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the charter school's school transportation safety director. The school transportation safety director shall have day-to- day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the charter school. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes, section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure

that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the charter school in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the charter school executive director or the executive director of the charter school where nonpublic students are transported, the school transportation safety director also shall certify to the executive director that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the charter school office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the charter school's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other charter school staff, and representatives from other units of local government.

Legal References:
Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses) Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses) Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References: MSBA/MASA Model Policy 416 (Drug, Alcohol, and Cannabis Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Charter School Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Resources: Minnesota Department of Public Safety: *School Bus Resources*
National Highway Traffic Safety Administration: *Guideline for the Safe Transportation of Pre-school Age Children in School Buses* (Feb. 1999)

ST. CROIX PREPARATORY ACADEMY

Adopted: 9/09/2024 *MSBA/MASA Model Policy 721*
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721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

II. DEFINITIONS

A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).

B. "Contract" means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

C. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

D. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $10,000.

E. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101 (Applicability); or

   b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101 (Applicability).

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 Code of Federal Regulations, section 200.40

(Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

F. Grants

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).

2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

G. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

H. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

I. Procurement Methods

1. "Procurement by micro-purchase" is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally $10,000, except as otherwise discussed in 48 Code of Federal Regulations, Subpart 2.1 or as periodically adjusted for inflation).

2. "Procurement by small purchase procedures" are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than $175,000 (periodically adjusted for inflation).

3. "Procurement by sealed bids (formal advertising)" is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

4. "Procurement by competitive proposals" is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

5. "Procurement by noncompetitive proposals" is procurement through solicitation of a proposal from only one source.

J. "Relocation costs" are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.

K. "Severance pay" is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.

L. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

A. Employee Conflict of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

B. Organizational Conflicts of Interest

The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.

C. Disclosing Conflicts of Interest

The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policies.

IV. ACCEPTABLE METHODS OF PROCUREMENT

A. General Procurement Standards

The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

H. Methods of Procurement

The school district must use one of the following methods of procurement:

1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.

2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

3. Procurement by sealed bids (formal advertising).

4. Procurement by competitive proposals. If this method is used, the following requirements apply:

    a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

    b. Proposals must be solicited from an adequate number of qualified sources;

    c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

    d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

    e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:

   a. The item is available only from a single source;

   b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

   c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

   d. After solicitation of a number of sources, competition is determined inadequate.

I. Competition

The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.

K. Non-federal entities are prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed $25,000.

L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations, section 180.215.

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

A. Property Standards

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be

insured unless required by the terms and conditions of the federal award. The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations, sections 200.311, 200.314, and 200.315.

B. Equipment

Management requirements.

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

4. Adequate maintenance procedures must be developed to keep property in good condition.

5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

C. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;

2. Information that the federal agency or pass-through entity designates as sensitive; and

3. other information that the school district considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management.

The school district's financial management systems, including records documenting compliance with federal statues, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls

The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should align with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with the United States Constitution, federal statutes, regulations, and the terms and conditions of the federal award.

The school district must evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds

The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

2. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management

requirements). EDGAR can be accessed at: http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html.

3. "Omni Circular" or "2 Code of Federal Regulations, Part 200s" or "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

4. "Advance payment" means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.

C. Allowable Costs

The following items are costs that may be allowable under the 2 Code of Federal Regulations, Part 200s under specific conditions:

1. Advisory councils;
2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law

2 Code of Federal Regulations, Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations, Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;

2. Alcoholic beverages;

3. Bad debts;

4. Contingency provisions (with limited exceptions);

5. Fundraising and investment management costs (with limited exceptions);

6. Donations;

7. Contributions;

8. Entertainment (amusement, diversion, and social activities and any associated costs);

9. Fines and penalties;

10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

11. Goods or services for personal use;

12. Interest, except interest specifically stated in 2 Code of Federal Regulations, section 200.441 as allowable;

13. Religious use;

14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);

15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

   a. Necessary for the proper and efficient performance or administration of the program.

   b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.

   c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.

   d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.

   e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.

2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three situations:

   a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

   b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions

Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729–3733).

The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). School districts are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entity-wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

a. They are provided under established written leave policies;

b. The costs are equitably allocated to all related activities, including federal awards; and

c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations, section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs

Short-term travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Relocation Costs of Employees

Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.

F. Travel Costs

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;

2. Consistent with the school district's documented travel policy for all school district travel; and

3. Only temporary during the travel period.

Legal References: 2 C.F.R. § 200.1 (Definitions: Capital Assets)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205 (Federal Awarding Agency Review of Merit of Proposals)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)

2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.312 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319(c) (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.339 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 722 Charter
Orig. 2017 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2025

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

I. PURPOSE

The charter school recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The charter school will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA), and Minnesota Rules, parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the charter school to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes, section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold

data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the charter school, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the charter school, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the charter school, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes, section 13.03.

M. Public Data on Individuals

Data accessible to the public pursuant Minnesota Statutes, section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the executive director.

O. Summary Data

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 an individual is ascertainable. Unless classified pursuant to Minnesota Statutes, section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the charter school may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the charter school will conclude that the data is no longer wanted and will consider the request closed.

2. The charter school's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The charter school will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The charter school is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the charter school does not keep the data in that form or arrangement.

5. The charter school is not required to respond to questions that are not about a particular data request or requests for data in general.

C. If the charter district notifies the requesting person that responsive data or copies are available for inspection or collection, and the requesting person does not inspect the data or collect the copies within five business days of the notification, the charter school may suspend any further response to the request until the requesting person inspects the data that has been made available, or collects and pays for the copies that have been produced.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The charter school may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the charter school begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the charter school for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six (6) months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within thirty (30) days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed by a data subject pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the Commissioner of the Minnesota Department of Administration (Commissioner) shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes, chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes, section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the charter school may retain a copy of the Commissioner's order issued under Minnesota Statutes, chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. The Protection and Privacy of Pupil Records Policy addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The charter school will charge for copies provided as follows:

a. One hundred (100) or fewer pages of black and white, letter or legal sized paper copies will be charged at twenty-five (25) cents for a one-sided copy or fifty (50) cents for a two-sided copy.

b. More than one hundred (100) pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the charter school does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the charter school to an outside vendor will be charged.

2. All charges must be paid for cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The charter school may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the charter school, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The charter school may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule, 1205.0300, subpart 4, the charter school determines that a reasonable fee would be the charges set forth in Paragraph VIII.A of this policy that apply to requests for data by the public.

2. The charter school may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the charter school uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the charter school that is easily accessible to the public or by posting them on the charter school's website.

Data Practices Contacts

Responsible Authority:
Terri Smith, PHR, SHRM-CP
Human Resources Director & Data Compliance Officer
terrismith@stcroixprep.org
651-395-5903

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

Data Practices Compliance Official:
Terri Smith, PHR, SHRM-CP
Human Resources Director & Data Compliance Officer
terrismith@stcroixprep.org
651-395-5903

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

Data Practices Designee(s):
Terri Smith, PHR, SHRM-CP
Human Resources Director & Data Compliance Officer
terrismith@stcroixprep.org
651-395-5903

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

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 124E.03 (Applicable Law)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Resources:
MN Department of Administration: *Actual Cost*
MN Department of Administration: *Copy Costs*
MN Department of Administration: *Education Data*

ST. CROIX PREPARATORY ACADEMY

Adopted: ***8/20/2019***

*Revised:*_____

MSBA/MASA Model Policy 806 Charter
Orig. 1999 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2025

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Model Crisis Management Policy is to act as a guide for the school, school administration, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the charter school. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each charter school should develop tailored building-specific crisis management plans for each school building in the charter school, and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The charter school will, to the extent possible, engage in ongoing emergency planning within the charter school and with emergency responders and other relevant community organizations. The charter school will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to charter school staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The School's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that school administration can tailor a building-specific crisis management plan to meet that building's specific situation and needs.

The charter school's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the school board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the school board, such crisis management plans shall be an addendum to this Crisis Management Policy. This Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the Charter school Crisis Management Policy

1. General Crisis Procedures.

The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These charter school-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first

responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the charter school will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

a. Lock-Down Procedures

Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the Executive Director or his or her designee. The Executive Director or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. The Executive Director will submit lock-down procedures as part of the building-specific crisis management plan.

b. Evacuation Procedures

Evacuations of classrooms and buildings shall be implemented at the discretion of the Executive Director or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the Executive Director or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

c. Sheltering Procedures

Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The Executive Director or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.

2. Crisis-Specific Procedures

The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These charter school-wide procedures are designed to enable Executive Directors to tailor response procedures when creating building-specific crisis management plans.

3. School Emergency Response Teams

a. Composition

The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the school administration. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the charter school office, or in a secondary location in single building charter schools.

b. Leaders

The Executive Director or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. Charter School Employees

Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the charter school's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.

2. Students and Parents

Students and parents shall be made aware of the charter school's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each charter school's building-specific crisis management plan shall set forth how students and parents are made aware of the charter school and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.

3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.

4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.

5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g. lunch time, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minnesota Statutes, section 299F.30. See Minnesota Statutes, section 121A.035.

6. A record of fire drills conducted at the building will be maintained in the building administrator's office.

7. The charter school will have prearranged sites for emergency sheltering and transportation as needed.

8. The charter school will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The charter school also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the Facilities Director and will be easily accessible and on file in the charter school office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the charter school office, or at a secondary

location for single building charter schools and will be updated annually.

Charter school employees will receive training on how to make emergency contacts, including 911 calls, when the charter school's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

Charter school plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

E. Warning and Notification Systems

The charter school shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The charter school should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The Executive Director, and his or her designee, shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. The crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The Executive Director will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or charter school or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The Executive Director has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The Executive Director will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the charter school is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available employees, contracted services, and volunteers including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the Executive Director or the Lower, Middle, or Upper School principals determines it to be necessary, such as

after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.

2. Designate specific rooms as private counseling areas.

3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.

4. Prohibit media from interviewing or questioning students or staff.

5. Provide follow-up services to students and staff who receive counseling.

6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery.

2. Fiscal recovery.

3. Academic recovery.

4. Social/emotional recovery.

IV. ACTIVE SHOOTER DRILL

A. Definitions

1. "Active shooter drill" means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real-life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real-life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      (1) strong evidence from one or more well designed and well implemented experimental studies;

(2) moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

(3) promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias

b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2 developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

D. Notice

1. The charter school must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.

F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

G. Violence Prevention

1. A charter school or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

   b. the importance of taking threats seriously and seeking help; and

   c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity, including providing information about the Department of Public Safety’s statewide anonymous threat reporting system and any local threat reporting systems.

3. A charter school or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a charter school that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

V. SAMPLE PROCEDURES INCLUDED IN THIS POLICY

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the *Comprehensive School Safety Guide* (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

A. Fire

B. Hazardous Materials

C. Severe Weather: Tornado/Severe Thunderstorm/Flooding

D. Medical Emergency

E. Fight/Disturbance

F. Assault

G. Intruder

H. Weapons

I. Shooting

J. Hostage

K. Bomb Threat

L. Chemical or Biological Threat

M. Checklist for Telephone Threats

N. Demonstration

O. Suicide

P. Lock-down Procedures

Q. Shelter-In-Place Procedures

R. Evacuation/Relocation

S. Media Procedures

T. Post-Crisis Procedures

U. School Emergency Response Team

V. Emergency Phone Numbers

W. Highly Contagious Serious Illness or Pandemic Flu

X. Bus Safety

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

B. Visitors

The charter school shall implement procedures mandating visitor sign in and visitors in school buildings. See MSBA/MASA Model Policy 903 (Visitors to Charter School Buildings and Sites).

The charter school shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The charter school shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the charter school.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to Charter School Buildings and Sites)

Resources:
Comprehensive School Safety Guide: Minnesota School Safety Center - Resources (mn.gov)

Comprehensive school safety guide

The Minnesota Department of Homeland Security Emergency Management offers valuable guidance for school emergency planning. While the MnSSC Comprehensive School Safety Guide is being updated, we encourage you to explore resources from our partners at SchoolSafety.gov. Their Foundation Elements of School Safety can serve as a helpful framework for your planning efforts.]

I Love U Guys Foundation, *Standard Response Protocol*
https://iloveuguys.org/The-Standard-Response-Protocol.html (012325)

Safe and Sound Schools
https://safeandsoundschools.org/ (012325)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____ *MSBA/MASA Model Policy 512 Charter*

Orig. 1995 (as ISD Policy)

Revised: _____ *Orig. 2022 (as Charter Policy)*

Rev. 2025

512 SCHOOL-SPONSORED STUDENT ~~JOURNALISM~~PUBLICATIONS AND ACTIVITIES

I. PURPOSE

The purpose of this ~~Policy~~policy is to ~~address~~protect students' rights to ~~freedom of~~free speech ~~and freedom of the press~~ in ~~the~~ production ~~and distribution~~ of school-sponsored media and activities while at the same time balancing the SCPA's role in supervising student publications and the operation of public schools.

II. GENERAL STATEMENT OF POLICY

A. Expressions and representations made by students in school-sponsored media and ~~the operation of the SCPA. This Policy is designed~~activities are not expressions of official charter school policy. Faculty advisors shall supervise student writers to ensure ~~all students enjoy~~ compliance with the law and charter school policies.

B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the ~~freedoms of speech and press within the confines of the law, including Minnesota Statutes Section 121A.80, and to encourage responsible student journalism.~~ building principal. The principal shall issue a decision no later than three (3) school days after review is requested.

1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.

2. School-sponsored media may be distributed at reasonable times and locations.

III. DEFINITIONS

A. ~~"Defamatory" means a false and unprivileged statement to a third person about an individual that tends to harm the individual's reputation or lower that individual in the esteem of the community. ¶~~

¶

B. ~~"Distribute" means to hand out, offer, circulate, post, display, or otherwise disseminate media to multiple students, regardless of whether the media is free or provided for a charge.¶~~

¶

A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying material, or placing materials in internal staff or student mailboxes.

B. "Material and substantial disruption" ~~means a significant disruption to the learning process, to the rights of others to an education, to school operations, to the ability of any school employee to perform his or her duties, or to the operation of any school-sponsored event or activity. It also includes conduct that creates an immediate danger to self or others or~~

~~incites unlawful conduct. SCPA officials may reasonably forecast a~~ of a normal school activity means:

1. Where the normal school activity is an educational program of the charter school for which student attendance is compulsory, "material and substantial disruption ~~based on factors such as~~" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

   For expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and ~~behaviors~~behavior, and instances of actual or threatened disruption ~~related~~relating to the ~~school-sponsored media~~written material in question.

C. "Minor" means any person under the age of eighteen (18).

D. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.

F. "School-sponsored media~~"~~" means ~~any~~ material that is:

1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated~~, in any media form~~, by a student journalist enrolled in the charter school;

2. distributed or generally made available to students in the school; and

3. prepared by a student journalist under the supervision of a student media ~~advisor~~adviser.

SCPAl-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.

G. "Student journalist~~"~~" means a charter school student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.

H. "Student media ~~advisor"~~adviser" means a qualified teacher, as defined in Minnesota Statutes ~~Section~~, section 122A.16, that the SCPA employs, appoints, or designates to supervise student journalists or provide instruction ~~related~~relating to school-sponsored media.

C. ~~"Obscene" means a work that, taken as a whole, appeals to the prurient interest in sex and depicts or describes in a patently offensive manner sexual conduct and that, taken as a whole, does not have serious literary, artistic, political, or scientific value.~~¶

¶

IV. GUIDELINES

A. Except as provided in ~~Section III.~~paragraph B below, a student journalist has the right to exercise ~~the freedoms~~freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the SCPA, uses ~~SCPA~~school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. ~~These freedoms include the~~Freedom of speech includes freedom to express political viewpoints. ~~Subject to Section III.~~Consistent with paragraph B~~,~~ below, a student ~~journalists have~~journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The SCPA must not discipline a student journalist for exercising rights or freedoms ~~consistent with~~under this ~~Policy~~paragraph or ~~under~~ the First Amendment of the United States Constitution.

B. Student **~~Expression~~**. ~~This Policy does not authorize or protect and expressly prohibits student~~ expression in school-sponsored media ~~that~~, a yearbook, or school-sponsored activity is prohibited when the material:

1. is obscene to minors;

2. is defamatory;

3. is profane, harassing, threatening, or intimidating;

4. constitutes an unwarranted invasion of privacy;

5. violates federal or state law or SCPA policies or rules, including but not limited to policies on harassment, discrimination, violence, and bullying;

¶

6. causes a material and substantial disruption ~~to~~of school activities;

7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031.

8. advertises or promotes any product or service ~~that is unlawful~~not permitted for ~~purchase or use by~~ minors~~,~~ by law;

9. advocates sexual, racial, or religious harassment or violence or prejudice; or

10. is distributed or displayed in violation of ~~the~~ time, place, and manner regulations ~~in Section III.D~~.

C. Student media advisors shall oversee student journalism in accordance with the terms

of this Policy. The SCPA must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under ~~Section III.A~~paragraph A above or the First Amendment of the United States Constitution.~~.~~

D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this ~~Policy~~Article inhibits a student media ~~advisor~~adviser from teaching professional standards of English and journalism to student journalists. These professional standards may include, but are not limited to, the following:~~.~~

1. assuring that participants learn ~~the~~whatever lessons the activity is designed to teach ~~and/or conform to the learning objectives of the activity~~;

2. assuring that ~~the intended audience of school-sponsored media is~~readers or listeners are not exposed to material that may be inappropriate for ~~its~~their level of maturity;

3. assuring that the views of the ~~student journalist or individuals represented in the school-sponsored media~~individual speaker are not erroneously attributed to the ~~SCPA or another individual or entity; or~~school;

4. assuring that the school~~.~~ is not associated with any position other than neutrality on matters of political controversy;

5. assuring that the sponsored ~~media is grammatical, proofread, edited, well-~~student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;

6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, ~~factually accurate, and objective.~~ biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.

E. Time, Place, and Manner of Distribution~~.~~

Students shall be permitted to distribute ~~school-sponsored media~~written materials at school as follows:

1. Time~~.~~

Distribution shall be limited to the hours before the school day begins, during ~~the~~ lunch hour~~,~~ and after school is dismissed.

2. Place~~. SCPA-sponsored media~~

Written materials may be distributed in locations so as not to interfere with ~~or impede~~ the normal flow of traffic ~~in SCPA~~ within the school hallways, walkways, ~~entryways, or~~ entry ways, and parking lots ~~and, if electronically distributed, so as~~. Distribution shall not impede entrance to ~~not interfere with the SCPA's technology systems.~~ or exit from school premises in any way.

3. Manner~~.~~

No one shall induce or coerce a student or staff member to accept ~~school-sponsored media.~~ a student publication.

A. **No Representation of SCPA**. No expression made by student journalists, whether protected or unprotected, or in school-sponsored media shall be deemed to be an expression or representation of or by the SCPA. ¶

¶

I. PRIOR RESTRAINT¶

¶

The SCPA does not authorize prior restraint on school-sponsored media except as

V. POSTING

The charter school must adopt and post on the school website a student journalist policy consistent with this section.

Student journalists who believe their rights under this Policy have been improperly restrained may, in a timely fashion, seek review of the prior restraint by the Principal. To complete this review, the Principal or designee may review the material subject to the student journalist's report and any other information deemed relevant, including consulting with the student media advisor and anyone else with relevant information on the reported prior restraint. The Principal must issue a determination as to whether the reported prior restraint is consistent with this Policy as soon as reasonably possible in an effort to avoid an improper prior restraint. The Principal's determination shall be final, except that the Executive Director may, in the Executive Director's sole discretion, review and revise the determination.¶

¶

Legal References:
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.80 (Student Journalism; Student Expression)
U. S. Const. Amend. I
Minn. Const. Art. 1, § 3
Morse v. Frederick, 551 U.S. 393 (2007)
Hazelwood Sch. Dist.School District v. Kuhlmeier, 484 U.S. 260 (1988).)
Bethel Sch. Dist. v. Fraser, 478 U.S. 675 (1986). ¶
Bystrom v. Fridley High School, I.S.D. No. 14, 822 F. 2d 747 (8th Cir. 1987)

Cross References:
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on Charter School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 904 (Distribution of Materials on Charter School Property by Nonschool Persons)

ST. CROIX PREPARATORY ACADEMY

Adopted: _____ *MSBA/MASA Model Policy 514 Charter*
Orig. 2022 (as Charter Policy)

Revised: _____ *Rev. 2024*

514 BULLYING PROHIBITION POLICY

[NOTE: Charter schools are required by statute to have a policy addressing bullying.]

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. St. Croix Preparatory Academy (herein after "SCPA") cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. ~~To~~However, to the extent~~, however,~~ such conduct affects the educational environment of SCPA and the rights and welfare of its students and is within the control of SCPA in its normal operations, the charter school ~~district~~ intends to prevent bullying and to take action to investigate, respond~~,~~ to, and to remediate~~,~~ and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist SCPA in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited ~~on school premises,~~:

1. on the school premises, at the school functions or activities, on the school transportation;

2. by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or

3. by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.

B. A school-aged child who voluntarily participates in a public school activity, such as a cocurricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.

C. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of SCPA or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational

opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off SCPA property and/or with or without the use of SCPA resources. This policy also applies to sexual exploitation.

D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.

Malicious and sadistic conduct and sexual exploitation by a charter school ~~district~~ or school staff member, independent contractor, or enrolled student against a staff member, independent contractor, or student that occurs as described in Article II.A above is prohibited.

¶

E. No teacher, administrator, volunteer, contractor, or other employee of SCPA shall permit, condone, or tolerate bullying.

F. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

G. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

H. False accusations or reports of bullying against another student are prohibited.

I. A ~~student~~person who engages in an act of bullying, reprisal, retaliation, or ~~knowingly makes a~~ false ~~report~~reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with SCPA's policies and procedures, including SCPA's discipline policy. ~~A teacher, administrator, volunteer, contractor, or other employee of SCPA who permits, condones, or tolerates bullying or engages in an act of reprisal, retaliation, or knowingly makes a false report of bullying shall be subject to disciplinary action.~~ SCPA may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;

2. The levels of harm, surrounding circumstances, and nature of the behavior;

3. Past incidences or past or continuing patterns of behavior;

4. The relationship between the parties involved; and

5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying ~~or other prohibited conduct~~ may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. ¶

¶

SCPA shall employ research-based developmentally appropriate~~,~~ best practices that include preventative~~,~~ and remedial measures ~~in an effort to deter~~and effective discipline for deterring violations of this policy, apply throughout the charter school, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in

an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from SCPA property and events.

J. SCPA will act to investigate all complaints of bullying reported to SCPA and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of SCPA who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means intimidating, threatening, abusive, or ~~harmful~~harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or

2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying, malicious and sadistic conduct, and sexual exploitation.

B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on SCPA property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

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

D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;

2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or

status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

E. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.

F. "On school premises, on SCPA property, at school functions or activities, or on school transportation" means all SCPA buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for SCPA purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. SCPA property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, SCPA does not represent that it will provide supervision or assume liability at these locations and events.

¶

G. "Prohibited conduct" means bullying, cyberbullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about prohibited conduct.

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

I. "Student" means a student enrolled in SCPA.

¶

IV. REPORTING PROCEDURE

A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate SCPA official designated by this policy. A person may report bullying anonymously. However, SCPA may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The charter school encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the charter school ~~district~~ office, but oral reports shall be considered complaints as well.

C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a SCPA human rights officer or the Executive Director. If the complaint involves the building report taker, the complaint shall be made or filed directly with the Executive Director or the SCPA human rights officer by the reporting party or complainant.

¶

The building report taker shall ensure that this policy and its procedures, practices,

consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by SCPA shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. SCPA personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.

F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.

G. The charter school will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the ~~school district's~~charter school's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCPA ACTION

A. Within three school days of the receipt of a complaint or report of bullying or other prohibited conduct, SCPA shall undertake or authorize an investigation by the building report taker or a third party designated by SCPA.

B. The building report taker or other appropriate SCPA officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.

C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, SCPA will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. Action taken by SCPA for violation of this policy will be

consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable SCPA policies; and applicable regulations.

E. SCPA is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of SCPA. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

¶

F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, SCPA shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

¶

SCPA will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of SCPA who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in ~~Section~~ Article II.F. of this policy.

¶

VII. TRAINING AND EDUCATION

A. Consistent with its applicable policies and practice, SCPA must discuss this policy with students, school personnel and volunteers and provide appropriate training to SCPA personnel regarding this policy to prevent, identify, and respond to prohibited conduct. The charter school shall establish a training cycle for school personnel to occur during a period not to exceed every three (3) school years. Newly employed school personnel must receive the training within the first year of their employment with the SCPA. SCPA or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. SCPA shall require ongoing professional development, consistent with Minnesota Statutes, section ~~Stat. §~~ 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;

2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;

3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;

4. The incidence and nature of cyberbullying; and

5. Internet safety and cyberbullying.

C. SCPA annually will provide education and information to students regarding bullying, including information regarding this charter school ~~district~~ policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

D. The administration of SCPA is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

SCPA administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;

2. Partner with parents and other community members to develop and implement prevention and intervention programs;

3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;

4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the school's primary contact person;

5. Teach students to advocate for themselves and others;

6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

F. The charter school may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

G. ~~Affected~~ The charter school shall inform affected students and their parents of rights they may have ~~rights~~ under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The charter school may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

VIII. NOTICE

A. SCPA will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

B. Article II, paragraph D, regarding malicious and sadistic conduct must be conspicuously posted throughout each school building, in the administrative offices of the charter school, and in the office of each school.¶

C. This policy shall be conspicuously posted in the administrative offices of the charter school in summary form.

D. This policy must be distributed to each charter school employee and independent contractor, if the contractor regularly interacts with students, at the time of ~~hiring or contracting~~employment with the charter school.

¶

E. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.

F. This policy shall be available to all parents and other school community members in an electronic format in the ~~language~~languages appearing on ~~SCPA's~~the charter school's website, consistent with charter school policies and practices.

A. ~~Each school must develop a process for discussing this policy with students, parents of students, independent contractors, and school employees.~~

G. SCPA shall provide an electronic copy of its most recently amended policy to the Commissioner of the Minnesota Department of Education.

IX. POLICY REVIEW

To the extent practicable, the SCPA Board shall, on a cycle consistent with other SCPA policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes, sections~~Minn. Stat.~~ § 121A.031 and 121A.0312 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
~~Minn. Stat. § 121A.0312 (Malicious and Sadistic Conduct)~~
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.0312 (Malicious and Sadistic Conduct)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment and Prior Restraint)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

DOCUMENT # 514.Revision.a
ADOPTED BY THE BOARD:
REVISED BY THE BOARD: 08/15/2023
EFFECTIVE DATE: 08/15/2023

ST. CROIX PREPARATORY ACADEMY

PROTECTION AND PRIVACY OF PUPIL RECORDS POLICY

I. PURPOSE

The 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 school, pursuant to the requirements of 20 U.S.C. §1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Minn. Rules Parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

Authorized representative" means any entity or individual designated by the school, the 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 the definition of "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, voice prints, 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 the school, including attendance in person or by paper correspondence, satellite, internet or other electronic communication 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 school.

D. Dependent Student

A "dependent student" is a student who is a dependent of his or her parent(s) for income tax purposes as defined in section 152 of the Internal Revenue Code.

E. Directory Information

"Directory information" means information contained in an education record of a student which would not generally be considered harmful nor an invasion of privacy if disclosed. It includes the student's name, date of birth, sex, major field of study,

participation in officially organized teams, dates of enrollment and graduation or withdrawal, grade levels completed, degrees and awards received, pictures of students for school-approved publications/newspapers/yearbooks, school-managed websites and school-managed social media sites, bulletins, programs, or similar school-produced information pieces, and weight and height of members of athletic teams. Directory information also includes the name, street and email address(es) and telephone number(s) of the student's parent(s) or guardian. Directory information does not include:

1. a student's social security number;

2. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user; or

3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student.

F. Education Records

1. What constitutes "education records". Education records means those records which: (1) are directly related to a student; and (2) are maintained by the school or by a party acting for the school.

2. What does not constitute an education record. The term "education records" does not include:

a. Records of instructional personnel which:

(1) are in the sole possession of the maker of the record; and

(2) are not accessible or revealed to any other individual except a substitute teacher; and

(3) are destroyed at the end of the school year.

b. Records of a law enforcement unit of the school, provided educational records maintained by the 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 school which:

(1) are made and maintained in the normal course of business;

ST. CROIX PREPARATORY ACADEMY
STUDENT MEDICATION POLICY
Policy #516
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Adopted:_____

*Revised:*_____

MSBA/MASA Model Policy 516 Charter
Orig. 1995 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. June 2025

516 STUDENT MEDICATION AND TELEHEALTH

[NOTE: The necessary provisions for complying with Minnesota Statutes, sections 121A.22(Administration of Drugs and Medicine), 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students), and 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students) are included in this policy. The statutes do not regulate administration of drugs and medicine for students aged 18 and over or other nonprescription medications. Please note that section 121A.22 does not require charter schools to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

I. PURPOSE

The purpose of this policy is to set forth the provisions ~~that must be followed when administering nonemergency prescription medication to~~regarding medicine and telehealth for students while at St. Croix Preparatory Academy (Academy).

II. GENERAL STATEMENT OF POLICY

The Academy acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. The Academy's licensed school nurse, trained health clerk, principal~~/director~~, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and the Academy's procedures.

III. DRUG AND MEDICATION REQUIREMENTS

A. Administration of Drugs and Medicine

1. The administration of ~~prescription~~ 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 Academy 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

[Note: The provisions of III.A.3 are optional. The school board may choose to include or exclude any of the provisions specified. These exclusions appeared in previous versions of this model policy.]

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

ST. CROIX PREPARATORY ACADEMY

*Adopted:*_____ *MSBA/MASA Model Policy 521 Charter*

Orig. 1995 (as ISD Policy)

*Revised:*_____ *Orig. 2022 (as Charter Policy)*

Rev. 2024

521 STUDENT DISABILITY NONDISCRIMINATION

[NOTE: Charter schools are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to protect ~~disabled~~ students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

A. ~~Disabled students~~ Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.

B. The responsibility of the ~~charter school district~~ is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

C. For this policy, a learner who is protected under Section 504 is one who:

1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or

2. has a record of such an impairment; ~~or~~

3. is regarded as having such an impairment~~.~~; or

4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact the Director of Special Education, Cori Wahl, St. Croix Preparatory Academy, 4260 Stagecoach Trail North, Stillwater, MN 55082. This person is the ~~school district's~~charter school's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: ~~Pub. L. 110-325, 122~~ Minn. Stat. ~~3553 (ADA Amendments Act of 2008, § 7)~~
§ 363A.03, Subd. 12 (Definitions)
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)



DRAFT

Adopted:_____ *MSBA/MASA Model Policy 522 Charter*

Orig. ¶

¶

~~ST. CROIX PREPARATORY ACADEMY~~¶

~~STUDENT~~*1995 (as ISD Policy)*

Revised:_____ *Orig. 2022 (as Charter Policy)*

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

~~Policy #522~~¶

I. PURPOSE

~~Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act.~~ The purpose of this policy is to provide ~~equal educational opportunity~~a nondiscriminatory and safe environment for all ~~students~~persons and to ~~prohibit discrimination on the basis of sex~~comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

A. The charter school ~~district provides equal educational opportunity for all students, and~~ does not ~~unlawfully~~ discriminate on the basis of sex. ~~No student will be excluded from participation~~ in, ~~denied the benefits of,~~ its education programs or ~~otherwise subjected to discrimination under any educational~~activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity ~~operated by the~~ extends to admission and employment. The charter school ~~district on the basis of sex.~~ is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

~~B. It is the responsibility of every school district employee to comply with this policy.~~ ¶

¶

~~C. The school board hereby designates Keven Seim, Activities Director, 4260 Stagecoach Trail North, Stillwater MN 55082, as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.~~ ¶

¶

B. The charter school prohibits sexual harassment that occurs within its education programs and activities. When the charter school has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

C. This policy applies to sexual harassment that occurs within the charter school's education programs and activities and that is committed by a charter school employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the charter school's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the

United States, even if the sexual harassment occurs in the charter school's education programs or activities.

D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy ~~and~~ grievance process should discuss them with the Title IX ~~coordinator. Questions relating solely to~~Coordinator. The charter school's Title IX ~~and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the Executive Director.~~ Coordinator(s) is/are:

[INSERT: NAME(S) TITLE(S) PHONE NUMBER(S) OFFICE ADDRESS(ES)

EMAIL ADDRESS(ES)]

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

E. The effective date of this policy is August 14, 2020, and applies to alleged violations of this policy occurring on or after August 14, 2020.

III. DEFINITIONS

A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the charter school's Title IX Coordinator or to any employee of the charter school. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the charter school with actual knowledge is the respondent.

B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.

C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the charter school office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The charter school is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

E. "Education program or activity" means locations, events, or circumstances for which the charter school exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes charter school education programs or activities that occur on or off of charter school property.

F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the charter school investigate the allegation of sexual harassment.

1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an

ST. CROIX PREPARATORY ACADEMY
ELECTRONIC

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 524 Charter
Orig. 2022 (as Charter Policy)
Rev. 2025

524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

[NOTE: Charter schools are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to ~~and~~the charter school computer system and acceptable and safe use of Electronic Technology.

I. DEFINITION

For purposes of this policy, the term "Electronic Technology" means all electronic systems, equipment, and devices that are owned, leased, or supplied by the school, or are otherwise under the control of the school, including, but not limited to, computers, computer systems, networks, hardware, software, electronic devices, electronic programs, electronic storage media, databases, systems used to supply or facilitate Internet access, and Internet access provided by or gained though any school service, system, device, or equipment .

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to and use of Electronic Technology, the school considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to ~~the~~ preparation of citizens and future employees. Access to Electronic Technology enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while communicating with people around the world. The charter school expects that faculty will blend thoughtful use of Electronic Technology throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The charter school is providing students and employees with access to Electronic Technology for educational purposes, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Electronic Technology to further educational and personal goals consistent with the mission of the charter school and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on Electronic Technology, which is owned, operated, or provided by the school for a limited purpose.

IV. USE OF SYSTEM IS A PRIVILEGE

~~Access to and~~ The use of Electronic Technology is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of Electronic Technology may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate charter school policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. While not an exhaustive list, the following uses of Electronic Technology are considered unacceptable:

1. Users will not use Electronic Technology to access, review, upload, download, store, print, post, receive, transmit, or distribute:

   a. pornographic, obscene, or sexually explicit material or other visual

depictions that are harmful to minors;

b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

d. information or materials that could cause damage or danger of disruption to the educational process;

e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination~~.~~.

f. materials that present a risk of harm to students, staff, Electronic Technology, or any school property.

2. Users will not use Electronic Technology to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use Electronic Technology to engage in any illegal act or violate any local, state or federal statute or law.

4. Users will not use Electronic Technology to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the charter school system software, hardware, or wiring or take any action to violate the charter school's security system, and will not use Electronic Technology in such a way as to disrupt the use of the system by other users.

5. Users will not use Electronic Technology to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use Electronic Technology to post ~~or provide~~ private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

[NOTE: Charter schools should consider the impact of this paragraph

ST. CROIX PREPARATORY ACADEMY
Personal Electronic Communication Devices

Adopted:_____ *MSBA/MASA Model Policy 524.5*
Charter

Revised:_____ *Orig. 2025*

524.5 PERSONAL ELECTRONIC COMMUNICATION DEVICES

I. PURPOSE

The objective of this policy is to support the ~~school district's~~charter school's focus on learning in alignment with the ~~district's~~school's mission to ignite students' passion for learning, cultivate a strong foundation of knowledge, and foster a sense of community within our schools. Possession and use of personal electronic communication devices must be regulated to ensure that such devices do not disrupt or interfere with the education process or school operations, impair the safety, welfare, and privacy of students and staff, or are ~~not~~ used as part of an act of academic dishonesty.

II. GENERAL STATEMENT OF POLICY

To minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment and to support school environments in which students can engage fully with their classmates, their teachers, and instruction, the school board has determined the use of personal electronic communication devices by students during school hours should be limited.
¶

III. DEFINITIONS

A. "Bell-to-Bell" means from when the first bell rings at the start of the school day to begin instructional time until the dismissal bell rings at the end of the academic school day. "Bell-to bell" includes lunch and time in between class periods.

¶

B. "Cell Phone" means a personal device capable of making calls, transmitting pictures or video, or sending or receiving messages through electronic means. The definition of cell phone includes a non-smart phone that is limited to making phone calls or text messages and a ~~smartphone~~smart phone that encompasses the above features.
¶

C. "Cyberbullying" means bullying using technology or other electronic communication, including but not limited to a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device.

D. "Instructional Time" means any structured or unstructured learning experiences that occur from when the first bell rings at the start of the school day until the dismissal bell rings at the end of the academic school day.
¶

E. "Personal Electronic Communication Device" means any personal device capable of connecting ~~wirelessly~~ to a cell phone, the internet, a cellular or Wi-Fi network, or directly connects to another similar device. Personal electronic communication devices may include cell phones, wearable devices such as smart watches, personal headphones, earbuds or pods, laptops, tablets, virtual reality devices, Apple AirTags, and other personal electronic communication devices with the above mentioned

characteristics.

F. "Stored" means a cell phone or personal electronic communication device not being carried on the student's person, including not in the student's pocket. Storage options may include, but are not limited to, in the student's backpack, in the student's locker, in a locked pouch, or in a designated place in the classroom, as determined by school administration.

IV. PERSONAL ELECTRONIC COMMUNICATION DEVICE USE AND STORAGE

A. Personal Electronic Communication Device Use

~~All students (K-12)~~

1. Students are prohibited from using personal electronic communication devices

[NOTE: Schools should state their rules in this section if they have a single set of rules for all students. Below, sample provisions focus upon grade levels and propose specific rules for each level. Schools may choose to adopt, revise, or remove the sample provisions.]

2. Elementary Schools (K-5)

a. Students are prohibited from using personal electronic communication devices on school premises from bell-to-bell, which includes but is not limited to instructional time, lunch periods, recess, school-sponsored programs, events or activities, or any other time during the designated school day.

b. All personal electronic communication devices shall be kept in designated areas and turned off.

3. Middle Schools/Junior High Schools

4. High Schools (9-12)

a. Students are prohibited from using personal electronic communication devices during instructional time, which includes the entire period of a scheduled class and other times when students are directed to report to and participate in any instructional activity.

b. Students may wear smart or electronic watches but may not use any communication applications or features that are prohibited from use on other personal electronic communication devices and all notifications must be turned off.

c. All personal electronic communication devices shall be kept in designated areas and turned off during instructional time. Personal electronic communication devices may be used during passing times

ST. CROIX PREPARATORY ACADEMY

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 526
Charter
Orig. 1997 (as ISD Policy)
Orig. 2022 (as Charter Policy)

526 HAZING PROHIBITION POLICY

[NOTE: Charter schools are required by statute to have a policy addressing these issues. The Minnesota Department of Education (MDE) offers a model policy on student and staff hazing in accordance with Minnesota Statutes, section 121A.69. The MDE model policy differs from the MSBA/MASA model policy as it incorporates state and federal requirements related to harassment and discrimination that extend beyond the mandate of Minnesota Statutes, section 121A.69. Topics of harassment and discrimination are addressed in other MSBA/MASA policies. While charter schools are required to adopt a policy governing student and staff hazing, charter schools are not required to adopt any particular policy. MSBA recommends this policy.]

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. ~~-~~Hazing activities of any type are inconsistent with the educational goals of the charter school and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

A. No student, teacher, administrator, volunteer, contractor, or other employee of the charter school ~~district~~ shall plan, direct, encourage, aid, or engage in hazing.

B. No teacher, administrator, volunteer, contractor, or other employee of the charter school ~~district~~ shall permit, condone, or tolerate hazing.

C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.

E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.

F. A person who engages in an act of hazing, reprisal, retaliation, or ~~knowingly making a~~ false ~~report~~reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the ~~school district's~~charter school's policies and procedures.

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate hazing or engage in an act of reprisal or ~~knowingly make a~~intentional false ~~report~~reporting of hazing may result in disciplinary action up to and including termination or discharge.

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

G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.

H. A person who engages in an act that violates school policy or law in order to be

initiated into or affiliated with a student organization shall be subject to discipline for that act.

I. The charter school ~~district~~ will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the charter school ~~district~~ who is found to have violated this policy.

III. DEFINITIONS

A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:

1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.

2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.

5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of charter school ~~district~~ policies or regulations.

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

C. "On school premises or charter school ~~district~~ property, or at school functions or activities, or on school transportation" means all charter school ~~district~~ buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for charter school ~~district~~ purposes, the area of entrance ~~to~~ or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. ~~School district~~Charter school property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the charter school

533 WELLNESS

[NOTE: All charter schools that participate in the National School Lunch and School Breakfast Programs are required by the Healthy, Hunger-Free Kids Act of 2010 (Act) to have a wellness policy that includes standards and nutrition guidelines for foods and beverages made available to students on campus during the school day, as well as specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. The Act requires the involvement of parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the public in the development, implementation, and periodic review and update of the wellness policy. The Act also requires a plan for measuring implementation of the policy and reporting wellness policy content and implementation issues to the public, as well as the designation of at least one person charged with responsibility for the implementation and oversight of the wellness policy to ensure the charter school is in compliance with the policy.]

I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The charter school encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the charter school's wellness policy.

D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

[NOTE: The Act requires that wellness policies include goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.]

A. Nutrition Promotion and Education

1. The charter school will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

   b. part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

   c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and

field trips.

2. The charter school will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching television;

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

C. Communications with Parents

1. The charter school recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The charter school will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The charter school encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The charter school will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

IV. STANDARDS AND NUTRITION GUIDELINES

[NOTE: The Act requires that charter schools have standards, selected by the charter school, for all foods available on the school campus during the school day with the objective of promoting student health and reducing childhood obesity. For foods and beverages sold to students during the school day on school campus, the Act requires that charter schools also have nutrition guidelines.]

A. School Meals

ST. CROIX PREPARATORY ACADEMY

*Adopted:*_____ *MSBA/MASA Model Policy 709 Charter*
*Revised:*_____ *Rev. 2024*

709 STUDENT TRANSPORTATION SAFETY POLICY

[NOTE: Charter schools are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The charter school ~~district~~ may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The charter school ~~district~~ shall provide students enrolled in grades kindergarten (K) through 12 with age-appropriate school bus safety training of the following concepts:

   a. transportation by school bus is a privilege, not a right;

   b. charter school ~~district~~ policies for student conduct and school bus safety;

   c. appropriate conduct while on the bus;

   d. the danger zones surrounding a school bus;

   e. procedures for safely boarding and leaving a school bus;

   f. procedures for safe vehicle lane crossing; and

   g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 12 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 12 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous ~~school districts~~charter schools shall undergo school bus safety training or receive bus safety instructional materials within four (4) weeks of their first day of attendance.

~~3. The school district~~

3. The charter school must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.

5. The charter school and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The charter school ~~district~~ will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The charter school ~~district~~ may provide kindergarten students with school bus safety training before the first day of school.

8 The charter school ~~district may provide student~~shall adopt and make available for public review a curriculum for transportation safety education ~~for bicycling and~~.

9. Nonpublic school students transported by the charter school will receive school bus safety training by their nonpublic school. The nonpublic schools may use the charter school's school transportation safety education curriculum. Upon request by the charter school executive director, the nonpublic school must certify to the charter school's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training required

a. The charter school must provide pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety ~~for students in grades K through 5.~~, including crossing roads.¶

b. The charter school must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:

(1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;

(2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and

(3) electric-assisted bicycle safety, including that a person under the age of fifteen (15) is not allowed to operate an electric-assisted bicycle.

2. Instruction

a. The charter school may provide active transportation safety training through distance learning.

ST. CROIX PREPARATORY ACADEMY PURCHASING, PROCUREMENT, AND CONTRACTING
Policy #SCPA-709

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 721 Charter
Orig. 2016 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2024 (Nov.)

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

[NOTE: Charter schools are required by the federal Uniform Grant Guidance (UGG) regulations, 2 Code of Federal Regulations, part 200, to have the policies that establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including charter schools. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs ($250,000) and micro-purchases ($10,000). In addition, charter schools must comply with Minnesota laws on procurement.]

I. PURPOSE

The purpose of this policy is to ~~establish procedures for carrying out purchasing, procurement, and contracting functions of St. Croix Preparatory Academy (SCPA), to provide efficient use of public monies, and to~~ ensure compliance with ~~all applicable state and federal laws, including~~ the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the charter school. This policy also seeks to ensure compliance with Minnesota procurement laws governing charter schools.

A charter school procurement policy must at a minimum include:

1. conflict of interest provisions consistent with Minnesota Statutes ~~Section~~, section 124E.14;

2. thresholds for purchases by employees without board approval;

3. thresholds for purchases that require competitive procurement processes as defined in Minnesota Statutes, section 124E.02, paragraph (e), except that a competitive procurement process must occur for any procurement estimated to exceed $25,000; and

4. a prohibition on breaking up a procurement into smaller components to avoid the thresholds established in 2. and 3. above.

Notwithstanding clause (3), for a procurement estimated to exceed $25,000 but not $175,000, the purchase may be made either by a competitive procurement process, or by direct negotiation, by obtaining two or more bids or proposals for the purchase or sale when possible and without advertising for bids or proposals or otherwise complying with the requirements of a competitive procurement process.

If a procurement is estimated to exceed $175,000, a competitive procurement process must occur.

[NOTE: The 2024 Minnesota legislature added these requirements.]

II. DEFINITIONS

[NOTE: In October 2024, MSBA updated Article II to ensure that the definitions are presented in alphabetical order. Charter schools may choose whether to adopt this change.]

A. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).

B. "Competitive procurement process" means a process for procurement by sealed bids or by proposals under Minnesota Statutes, section 124E.26, subdivision ~~4, with respect to procurement using state or federal funds~~4a.

C. "Contract" means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations, Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

D. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

E. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $10,000.

F. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1.

a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101 (Applicability); or

b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations, section 200.101 (Applicability).

722-MSBA gave no redline

ST. CROIX PREPARATORY ACADEMY

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 806
Charter
Orig. 1999 (as ISD Policy)
Orig. 2022 (as Charter Policy)
Rev. 2025

806 CRISIS MANAGEMENT POLICY

[NOTE: The Commissioner of the Minnesota Department of Education ("Commissioner") is required to maintain and make available to school boards and charter schools a Model Crisis Management Policy. See Minnesota Statutes, section 121A.035. Charter schools must adopt a Crisis Management Policy to address potential crisis situations in their charter schools. Id. This Model Crisis Management Policy was originally the result of a collaborative effort among the Minnesota Department of Education, Division of Compliance and Assistance; the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management; and the Minnesota School Boards Association.]

I. PURPOSE

The purpose of this Model Crisis Management Policy is to act as a guide for the school, school administration, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the charter school ~~district~~. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each charter school should develop tailored building-specific crisis management plans for each school building in the charter school, and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The charter school will, to the extent possible, engage in ongoing emergency planning within the charter school and with emergency responders and other relevant community organizations. The charter school will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to charter school staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The School's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that school administration can tailor a building-specific crisis management plan to meet that building's specific situation and needs.

The charter school's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the school board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the school board, such crisis management plans shall be an addendum to this Crisis Management

Policy. This Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the ~~District~~Charter school Crisis Management Policy

1. General Crisis Procedures.

The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and

sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These ~~district~~charter school-wide procedures may be modified by ~~school administration~~building administrators when creating their building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the charter school will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

[NOTE: More specific information on planning for children with special needs can be found in the *Comprehensive School Safety Guide* (2011 Edition) and United States Department of Education's document entitled, "Practical Information on Crisis Planning, a Guide for Schools and Communities." A website link is provided in the resource section of this Policy.]

a. Lock-Down Procedures

Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the Executive Director or his or her designee. The Executive Director or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. The Executive Director will submit lock-down procedures as ~~a~~ part of the building-specific crisis management plan.

[NOTE: Minnesota law requires a minimum of five school lock-down drills each school year. See Minnesota Statutes, section 121A.035.]

b. Evacuation Procedures.

Evacuations of classrooms and buildings shall be implemented at the discretion of the Executive Director or his or her designee. Each building's crisis management plan will include procedures for

Statute	to Charter S	Requireme	tes/Examples
120B.021	Yes	Align curric	Covers reading, math, science, social studies
120B.115	Yes	Access to r	Support for academic improvement
120B.123	Yes	Instruction	Focus on literacy development
120B.132	Yes	Eligible for	Expands equitable access to rigorous coursework
120B.241	Yes	Must incor	Supports digital readiness
120B.306	Yes	Limits on s	Protects instructional time
124E.06	Yes	Application	Includes affidavit approval by commissioner
124E.07	Yes	Board gove	Parent, teacher, and community representation
124E.10	Yes	Charter cor	Contracts subject to renewal/termination
124E.11	Yes	Admissions	Siblings and staff children may get preference
124E.03	Yes	Compliance	Includes bullying prevention, health and safety
Other Laws	Yes	Must follov	Examples: posting agendas, FERPA compliance, EL support

CHAPTER 124E

CHARTER SCHOOLS

GENERALLY

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GENERALLY

124E.01 PURPOSE AND APPLICABILITY.

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

(1) increase quality learning opportunities for all students;

(2) encourage the use of different and innovative teaching methods;

(3) measure learning outcomes and create different and innovative forms of measuring outcomes;

(4) establish new forms of accountability for schools; or

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

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

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

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

124E.02 DEFINITIONS.

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

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

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

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

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

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

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

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

(1) current and projected demographic information;

(2) student enrollment patterns;

(3) information on existing schools and types of educational programs currently available;

(4) characteristics of proposed students and families;

(5) availability of properly zoned and classified facilities; and

(6) quantification of existing demand for the school or site.

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

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

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

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

124E.03 APPLICABLE LAW.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMINISTRATION

124E.05 AUTHORIZERS.

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

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

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

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

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

(3) is not:

(i) a nonpublic sectarian or religious institution;

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

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

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

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

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

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

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

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

(b) An authorizer has the following responsibilities:

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

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

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

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

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

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

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

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

(1) infrastructure and capacity to serve as an authorizer;

(2) application criteria and process;

(3) contracting process;

(4) ongoing oversight and evaluation processes; and

(5) renewal criteria and processes.

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

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

(1) how the organization carries out its mission by chartering schools;

(2) a description of the capacity of the organization to serve as an authorizer, including the positions allocated to authorizing duties, the qualifications for those positions, the full-time equivalencies of those positions, and the financial resources available to fund the positions;

(3) the application and review process the authorizer uses to decide whether to grant charters;

(4) the type of contract it arranges with the schools it charters to meet the provisions of section 124E.10;

(5) the process for overseeing the school, consistent with clause (4), to ensure that the schools chartered comply with applicable law and rules and the contract;

(6) the criteria and process the authorizer uses to approve applications adding grades or sites under section 124E.06, subdivision 5;

(7) the process for renewing or terminating the school's charter based on evidence showing the academic, organizational, and financial competency of the school, including its success in increasing student achievement and meeting the goals of the charter school agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) unsatisfactory performance as an approved authorizer;

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

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

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

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

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

124E.06 FORMING A SCHOOL.

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

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

(1) the proposed school's:

(i) mission and vision statements;

(ii) purposes and goals;

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

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

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

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

(vii) financial plan;

(viii) governance and management structure and plan;

(ix) market need and demand study; and

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

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

(3) any other information the authorizer requests.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) for site expansion, a market need and demand study with long-range enrollment projections;

(2) for grade expansion, the need for the additional grades with supporting long-range enrollment projections;

(3) a longitudinal record of at least the three most recent years of student academic proficiency and growth on statewide assessments under chapter 120B or on other academic assessments that measure at least the three most recent years of longitudinal student proficiency and growth approved by the charter school's board of directors and agreed upon with the authorizer;

(4) at least three years of sound school finances and a plan to add grades or sites that sustains the school's finances; and

(5) board capacity to administer and manage the additional grades or sites.

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

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

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

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

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

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

124E.07 BOARD OF DIRECTORS.

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

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

Subd. 3. **Membership criteria.** (a) The ongoing charter school board of directors shall have at least five members. The board members must not be related parties. The ongoing board must include: (1) at least one licensed teacher; (2) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (3) at least one interested community member. A community member serving on the board must reside in Minnesota, must not have a child enrolled in the school, and must not be an employee of the charter school.

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

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

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

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

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

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

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

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

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

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

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

(1) by a majority vote of the board of directors;

(2) by a majority vote of the licensed teachers employed by the school as teachers who provide instruction to students, including licensed teachers providing instruction under a contract between the school and a cooperative; and

(3) with the authorizer's approval.

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

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

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

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

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

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

(1) carry out the school's mission and goals;

(2) evaluate how charter contract goals and commitments are executed;

(3) evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals;

(4) establish a teacher evaluation process under section 124E.03, subdivision 2, paragraph (h); and

(5) provide professional development related to the individual's job responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

124E.08 CHARTER SCHOOL AND SCHOOL DISTRICT COLLABORATION.

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

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

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

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

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

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

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

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

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

124E.09 EXTENT OF SPECIFIC LEGAL AUTHORITY.

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

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

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

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

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

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

POLICIES AND PROCEDURES

124E.10 CHARTER CONTRACT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) closing financial operations.

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

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

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

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

(1) the charter school being required to contract, lease, or purchase services from the authorizer; or

(2) the bargaining unit status of school employees.

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

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

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

(1) the basic formula allowance for that year; or

(2) the lesser of:

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

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

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

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

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

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

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

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

(3) violations of law; or

(4) other good cause shown.

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

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

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

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

(3) repeated or major violations of the law.

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

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

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

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

124E.11 ADMISSION REQUIREMENTS AND ENROLLMENT.

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

(1) pupils within an age group or grade level;

(2) pupils who are eligible to participate in the graduation incentives program under section 124D.68; or

(3) residents of a specific geographic area in which the school is located when the majority of students served by the school are members of underserved populations.

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

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

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

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

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

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

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

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

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

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

124E.12 EMPLOYMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

124E.13 FACILITIES.

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

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

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

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

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

(1) has operated for at least six consecutive years;

(2) as of June 30, has a net positive unreserved general fund balance in the preceding three fiscal years;

(3) has long-range strategic and financial plans that include enrollment projections for at least five years;

(4) completes a feasibility study of facility options that outlines the benefits and costs of each option; and

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

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

(1) be incorporated under chapter 317A;

(2) comply with applicable Internal Revenue Service regulations, including regulations for "supporting organizations" as defined by the Internal Revenue Service;

(3) post on the school website the name, mailing address, bylaws, minutes of board meetings, and names of the current board of directors of the affiliated nonprofit building corporation;

(4) submit to the commissioner a copy of its annual audit by December 31 of each year; and

(5) comply with government data practices law under chapter 13.

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

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

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

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

124E.14 CONFLICTS OF INTEREST.

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

(1) the board member, employee, officer, or agent;

(2) the immediate family member of the board member, employee, officer, or agent;

(3) the partner of the board member, employee, officer, or agent; or

(4) an organization that employs, or is about to employ any individual in clauses (1) to (3),

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

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

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

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

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

124E.15 TRANSPORTATION.

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

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

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

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

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

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

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

124E.16 REPORTS.

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

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

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

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

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

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

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

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

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

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

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

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

(1) the term of the contract, not to exceed five years;

(2) the total dollar value of the contract including the annual projected costs of services;

(3) a description and terms of the services to be provided during the term of the contract;

(4) notice that a charter school closure during the term of the contract by action of the authorizer or the school's board results in the balance of the current contract becoming null and void;

(5) an annual statement of assurance to the charter school board that the CMO or EMO provided no compensation or gifts to any charter school board member, staff member, or agent of the charter school;

(6) an annual statement of assurance that no charter school board member, employee, contractor, or agent of the CMO or EMO or any affiliated organization is a board member of the charter school or any other charter school;

(7) the policies and protocols that meet federal and state laws regarding student and personnel data collection, usage, access, retention, disclosure and destruction, and indemnification and warranty provisions in case of data breaches by the CMO or EMO; and

(8) an annual assurance that all assets purchased on behalf of the charter school using public funds remain assets of the school.

(c) The CMO or EMO must annually provide the charter school board a financial report by July 31 that accounts for income and expenditures for the previous fiscal year using the account categories in uniform financial accounting and reporting standards.

(d) Any agreement with a CMO or EMO containing any of the following provisions is null and void:

(1) restrictions on the charter school's ability to operate a school upon termination of the agreement;

(2) restrictions on the annual or total amount of the school's operating surplus or fund balance;

(3) authorization to allow a CMO or EMO to withdraw funds from a charter school account; or

(4) authorization to allow a CMO or EMO to loan funds to the charter school.

(e) A CMO or EMO or its affiliates, employees, or agents may not contract with, be employed by, or serve on the board of an authorizer. An authorizer or its affiliates, employees, or agents may not contract with, be employed by, serve as a paid consultant for, or serve as a board member of a CMO or EMO.

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

124E.17 DISSEMINATION OF INFORMATION.

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

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

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

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

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

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

FINANCE

124E.20 GENERAL EDUCATION REVENUE.

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

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

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

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

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

124E.21 SPECIAL EDUCATION AID.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

124E.22 BUILDING LEASE AID.

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

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

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

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

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

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

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

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

124E.23 TRANSPORTATION REVENUE.

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

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

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

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

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

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

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

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

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

124E.25 PAYMENT OF AIDS TO CHARTER SCHOOLS.

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

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

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

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

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

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

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

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

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

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

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

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

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

124E.26 USE OF STATE MONEY.

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

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

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

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

(1) conflict of interest provisions consistent with section 124E.14;

(2) thresholds for purchases by employees without board approval;

(3) thresholds for purchases that require competitive bidding processes, except that a competitive bidding process must occur for any procurement estimated to exceed $25,000; and

(4) a prohibition on breaking up a procurement into smaller components to avoid the thresholds established in clauses (2) and (3).

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

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

History: *1991 c 265 art 9 s 43; 1998 c 397 art 2 s 164; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 17; 2024 c 109 art 6 s 21*

CHAPTER 124E

CHARTER SCHOOLS

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GENERALLY

124E.01 PURPOSE AND APPLICABILITY.

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

(1) increase quality learning opportunities for all students;

(2) encourage the use of different and innovative teaching methods;

(3) measure learning outcomes and create different and innovative forms of measuring outcomes;

(4) establish new forms of accountability for schools; or

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

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

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

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

124E.02 DEFINITIONS.

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

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

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

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

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

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

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

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

(1) current and projected demographic information;

(2) student enrollment patterns;

(3) information on existing schools and types of educational programs currently available;

(4) characteristics of proposed students and families;

(5) availability of properly zoned and classified facilities; and

(6) quantification of existing demand for the school or site.

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

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

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

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

124E.03 APPLICABLE LAW.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMINISTRATION

124E.05 AUTHORIZERS.

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

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

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

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

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

(3) is not:

(i) a nonpublic sectarian or religious institution;

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

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

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

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

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

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

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

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

(b) An authorizer has the following responsibilities:

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

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

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

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

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

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

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

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

(1) infrastructure and capacity to serve as an authorizer;

(2) application criteria and process;

(3) contracting process;

(4) ongoing oversight and evaluation processes; and

(5) renewal criteria and processes.

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

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

(1) how the organization carries out its mission by chartering schools;

(2) a description of the capacity of the organization to serve as an authorizer, including the positions allocated to authorizing duties, the qualifications for those positions, the full-time equivalencies of those positions, and the financial resources available to fund the positions;

(3) the application and review process the authorizer uses to decide whether to grant charters;

(4) the type of contract it arranges with the schools it charters to meet the provisions of section 124E.10;

(5) the process for overseeing the school, consistent with clause (4), to ensure that the schools chartered comply with applicable law and rules and the contract;

(6) the criteria and process the authorizer uses to approve applications adding grades or sites under section 124E.06, subdivision 5;

(7) the process for renewing or terminating the school's charter based on evidence showing the academic, organizational, and financial competency of the school, including its success in increasing student achievement and meeting the goals of the charter school agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) unsatisfactory performance as an approved authorizer;

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

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

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

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

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

124E.06 FORMING A SCHOOL.

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

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

(1) the proposed school's:

(i) mission and vision statements;

(ii) purposes and goals;

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

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

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

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

(vii) financial plan;

(viii) governance and management structure and plan;

(ix) market need and demand study; and

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

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

(3) any other information the authorizer requests.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) for site expansion, a market need and demand study with long-range enrollment projections;

(2) for grade expansion, the need for the additional grades with supporting long-range enrollment projections;

(3) a longitudinal record of at least the three most recent years of student academic proficiency and growth on statewide assessments under chapter 120B or on other academic assessments that measure at least the three most recent years of longitudinal student proficiency and growth approved by the charter school's board of directors and agreed upon with the authorizer;

(4) at least three years of sound school finances and a plan to add grades or sites that sustains the school's finances; and

(5) board capacity to administer and manage the additional grades or sites.

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

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

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

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

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

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

124E.07 BOARD OF DIRECTORS.

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

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

Subd. 3. **Membership criteria.** (a) The ongoing charter school board of directors shall have at least five members. The board members must not be related parties. The ongoing board must include: (1) at least one licensed teacher; (2) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (3) at least one interested community member. A community member serving on the board must reside in Minnesota, must not have a child enrolled in the school, and must not be an employee of the charter school.

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

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

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

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

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

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

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

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

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

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

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

(1) by a majority vote of the board of directors;

(2) by a majority vote of the licensed teachers employed by the school as teachers who provide instruction to students, including licensed teachers providing instruction under a contract between the school and a cooperative; and

(3) with the authorizer's approval.

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

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

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

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

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

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

(1) carry out the school's mission and goals;

(2) evaluate how charter contract goals and commitments are executed;

(3) evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals;

(4) establish a teacher evaluation process under section 124E.03, subdivision 2, paragraph (h); and

(5) provide professional development related to the individual's job responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

124E.08 CHARTER SCHOOL AND SCHOOL DISTRICT COLLABORATION.

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

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

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

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

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

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

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

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

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

124E.09 EXTENT OF SPECIFIC LEGAL AUTHORITY.

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

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

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

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

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

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

POLICIES AND PROCEDURES

124E.10 CHARTER CONTRACT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) closing financial operations.

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

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

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

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

(1) the charter school being required to contract, lease, or purchase services from the authorizer; or

(2) the bargaining unit status of school employees.

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

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

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

(1) the basic formula allowance for that year; or

(2) the lesser of:

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

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

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

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

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

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

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

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

(3) violations of law; or

(4) other good cause shown.

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

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

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

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

(3) repeated or major violations of the law.

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

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

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

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

124E.11 ADMISSION REQUIREMENTS AND ENROLLMENT.

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

(1) pupils within an age group or grade level;

(2) pupils who are eligible to participate in the graduation incentives program under section 124D.68; or

(3) residents of a specific geographic area in which the school is located when the majority of students served by the school are members of underserved populations.

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

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

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

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

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

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

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

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

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

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

124E.12 EMPLOYMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

124E.13 FACILITIES.

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

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

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

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

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

(1) has operated for at least six consecutive years;

(2) as of June 30, has a net positive unreserved general fund balance in the preceding three fiscal years;

(3) has long-range strategic and financial plans that include enrollment projections for at least five years;

(4) completes a feasibility study of facility options that outlines the benefits and costs of each option; and

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

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

(1) be incorporated under chapter 317A;

(2) comply with applicable Internal Revenue Service regulations, including regulations for "supporting organizations" as defined by the Internal Revenue Service;

(3) post on the school website the name, mailing address, bylaws, minutes of board meetings, and names of the current board of directors of the affiliated nonprofit building corporation;

(4) submit to the commissioner a copy of its annual audit by December 31 of each year; and

(5) comply with government data practices law under chapter 13.

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

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

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

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

124E.14 CONFLICTS OF INTEREST.

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

(1) the board member, employee, officer, or agent;

(2) the immediate family member of the board member, employee, officer, or agent;

(3) the partner of the board member, employee, officer, or agent; or

(4) an organization that employs, or is about to employ any individual in clauses (1) to (3),

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

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

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

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

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

124E.15 TRANSPORTATION.

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

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

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

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

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

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

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

124E.16 REPORTS.

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

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

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

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

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

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

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

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

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

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

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

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

(1) the term of the contract, not to exceed five years;

(2) the total dollar value of the contract including the annual projected costs of services;

(3) a description and terms of the services to be provided during the term of the contract;

(4) notice that a charter school closure during the term of the contract by action of the authorizer or the school's board results in the balance of the current contract becoming null and void;

(5) an annual statement of assurance to the charter school board that the CMO or EMO provided no compensation or gifts to any charter school board member, staff member, or agent of the charter school;

(6) an annual statement of assurance that no charter school board member, employee, contractor, or agent of the CMO or EMO or any affiliated organization is a board member of the charter school or any other charter school;

(7) the policies and protocols that meet federal and state laws regarding student and personnel data collection, usage, access, retention, disclosure and destruction, and indemnification and warranty provisions in case of data breaches by the CMO or EMO; and

(8) an annual assurance that all assets purchased on behalf of the charter school using public funds remain assets of the school.

(c) The CMO or EMO must annually provide the charter school board a financial report by July 31 that accounts for income and expenditures for the previous fiscal year using the account categories in uniform financial accounting and reporting standards.

(d) Any agreement with a CMO or EMO containing any of the following provisions is null and void:

(1) restrictions on the charter school's ability to operate a school upon termination of the agreement;

(2) restrictions on the annual or total amount of the school's operating surplus or fund balance;

(3) authorization to allow a CMO or EMO to withdraw funds from a charter school account; or

(4) authorization to allow a CMO or EMO to loan funds to the charter school.

(e) A CMO or EMO or its affiliates, employees, or agents may not contract with, be employed by, or serve on the board of an authorizer. An authorizer or its affiliates, employees, or agents may not contract with, be employed by, serve as a paid consultant for, or serve as a board member of a CMO or EMO.

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

124E.17 DISSEMINATION OF INFORMATION.

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

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

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

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

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

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

FINANCE

124E.20 GENERAL EDUCATION REVENUE.

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

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

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

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

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

124E.21 SPECIAL EDUCATION AID.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

124E.22 BUILDING LEASE AID.

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

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

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

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

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

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

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

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

124E.23 TRANSPORTATION REVENUE.

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

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

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

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

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

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

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

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

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

124E.25 PAYMENT OF AIDS TO CHARTER SCHOOLS.

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

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

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

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

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

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

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

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

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

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

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

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

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

124E.26 USE OF STATE MONEY.

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

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

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

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

(1) conflict of interest provisions consistent with section 124E.14;

(2) thresholds for purchases by employees without board approval;

(3) thresholds for purchases that require competitive bidding processes, except that a competitive bidding process must occur for any procurement estimated to exceed $25,000; and

(4) a prohibition on breaking up a procurement into smaller components to avoid the thresholds established in clauses (2) and (3).

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

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

History: *1991 c 265 art 9 s 43; 1998 c 397 art 2 s 164; 1Sp2015 c 3 art 4 s 10; 2016 c 189 art 26 s 17; 2024 c 109 art 6 s 21*

Minnesota Charter School Board Training (2024)

1. Introduction to Charter School Law

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

---

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

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

---

3. Key Statutes Beyond Chapter 124E

Academic Standards & Instruction (Chapter 120B)

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

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

School Governance & Contracts

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

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

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

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

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

---

6. Charter Contracts (124E.10)

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

---

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

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

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

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8. Compliance with Other State Laws

Charter schools must comply with:

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

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9. Finance & Reporting

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

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10. Board Responsibilities in Practice

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

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Strategic Planning Committee Minutes for November 3, 2025

Members: Jenn Fuchs, Kelly Gutierrez, Terri Gulbransen, Monica Davis, Brendon Schrader, Kierstin Osberghaus, Rita Thorson, Amy Kleinboehl, Eric Molho

Ex-Officio: Terri Gulbransen

Guests:

Absent:

Location: Virtual

1. Overall Project Update

Eric Molho updated the team on the strategic planning project, detailing progress in phases one and two. Phase one includes document reviews, leadership interviews, and a financial overview, with initial findings expected soon. Phase two focuses on stakeholder engagement, including community and faculty/staff surveys, and will conclude before Thanksgiving. Focus groups with faculty, staff, and families are scheduled for late October and early November, with specific times and logistics being finalized. The team discussed scheduling a planning retreat in December, aiming for a Saturday morning or Sunday afternoon to ensure optimal participation and productivity.

- completion of document reviews and leadership interviews for phase one.
- financial overview is in progress, with initial findings expected later in the week.

Phase One:

- ☐ Financial overview underway; (Wednesday update)
  - ☐ key deliverable for phase one: the school profile, which includes a financial overview.
  - ☐ School profile (by November 14)

Phase Two:

- ☐ Phase two involves stakeholder engagement, including community surveys, faculty and staff surveys, and student culture surveys.
  - ☐ Stakeholder engagement report (by November 26)
  - ☐ Draft emerging themes (by November 26)

Phase Three:

- ☐ phase three, will focus on strategic themes and identifying future priorities.
    - ☐ Retreat
    - ☐ Finalize themes
    - ☐ Community forums
        - ☐ importance of ensuring representative participation in the focus groups is emphasized.
        - ☐ guide includes sections on what is working well, areas for improvement, and visioning for the future.

Phase Four:

- ☐ Phase four involves the actual deliverables for the strategic plan, including an action plan and implementation plan.

2. Focus Groups

- Discussion guides
- **Faculty Staff Focus Groups: (IN PERSON AT SCHOOL)**

  Tuesday, November 18, 8-9 a.m.
  Wednesday, November 19, 8-9 a.m.

- **Family Focus Groups (ONLINE)**

  Monday, November 17, 6:30 - 7:30 p.m.
  Monday, November 17, 8 - 9 p.m.
  Wednesday, November 19, 6:30 - 7:30 p.m.
  Wednesday, November 19, 8-9 p.m.
  Add daytime slot?

3. Next Steps

- Retreat (board and steering committee)
    - Eric outlines the next steps, including sending out the discussion guides and focus group invitations.
    - timing for the planning retreat, aiming to conduct it before the end of the year.
    - expected to be a four-hour activity, with various scheduling options considered.

    - Eric will coordinate with Terri to finalize the dates and send out a doodle poll for the broader group to choose.
- Next meeting
    - The next meeting is scheduled for Monday, December 1, at 8-9 AM.

Timeline

Month:	Key Tasks:
July, 2025	Finalize contract and scope of work Begin discovery
August, 2025	Strategic Planning Committee meeting Interview staff and Board (in-person and virtual) Draft stakeholder engagement schedule, surveys and facilitation guides Financial Snapshot analysis
September, 2025	Strategic Planning Committee meeting "Your Voice | Your Vision" Story collection launched Community and staff surveys launched
October, 2025	Strategic Planning Committee meeting Conduct stakeholder focus groups Data analysis and synthesis Prepare and plan Board retreat
November, 2025	Strategic Planning Committee meeting Board strategic planning retreat Draft strategic plan documents and circulate for feedback
December, 2025	Strategic Planning Committee meeting Draft strategic plan documents and circulate for feedback Refine and strengthen deliverables as needed Final Board presentation and adoption session

Submitted by: Rita Thorson and Terri Gulbransen

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November 10, 2025 @ 2:30 PM - 4:15 PM, West Wing Room

Members Present: Maria Reichow, Jon Kish, Danielle Smith, Beth Grubisch, Cindi Rutten

Ex - Officios: Jenn Fuchs

Guests Present: Abdo (Justin N, John S.)

A. Audit Presentation with Abdo (Justin N, John S)
    a. Presentation
B. September financials (Beth G)
    a. Financials
C. Contract audit update (Jon K./Cindi)
D. Investment Policy Update (Jeff Standke)
    a. Possible investment committee members?
E. Budget process update (Maria/Terri)
F. Analyze each schedule/budget to understand line items and formulate questions
    a. First load into skyward and train principals - check!
    b. Each person takes a schedule? Analyze and present next month?
        i. Skyward access for each FC member from Creative Planning? - view only access
G. Overload audit and/vs. Stipends - later date
H. Bussing Update? (Jenn)
I. Post-Marathon Update

Submitted by: D. Smith