

SUBJECT

North Valley Academy Performance Certificate

APPLICABLE STATUTE, RULE, OR POLICY

I.C. § 33-5205B

I.C. § 33-5209A

BACKGROUND

Idaho's 2013 charter school legislation contains a new provision requiring that all public charter schools and their authorizers sign Performance Certificates. Performance Certificates for all existing PCSC-authorized charter schools must be executed no later than July 1, 2014. Performance Certificates for new public charter schools must be executed within 75 days of approval.

Performance Certificates replace charters as the documents to which authorizers must hold schools accountable, and must contain the following information:

- The term of the Performance Certificate (3 years for new schools, and 5 years thereafter);
- The Academic and Operational performance expectations and measures by which the public charter school will be judged, including, but not limited to, applicable federal and state accountability requirements; and
- The administrative relationship between the authorizer and the school, including each party's rights and duties.

The legislation also contains a new provision requiring each public charter school authorizer to develop a Performance Framework on which the provisions of the Performance Certificate will be based. Performance Frameworks must clearly set forth the academic and operational performance indicators, measures, and metrics that will guide the authorizer's evaluations of each public charter school, and must contain the following:

- Indicators, measures, and metrics for student academic proficiency;
- Indicators, measures, and metrics for student academic growth;
- Indicators, measures, and metrics for college and career readiness (for high schools); and
- Indicators, measures, and metrics for board performance and stewardship, including compliance with all applicable laws, regulations, and terms of the Performance Certificate.

The measurable performance targets contained within the Framework must require, at a minimum, that each school meet applicable federal, state, and authorizer goals for student achievement.

October 10, 2013

On August 30, 2013, the PCSC adopted a Performance Certificate and Performance Framework following four months of public meetings, roundtable discussions, and solicitation of stakeholder input.

The Performance Framework (specifically the Mission-Specific section and, in certain cases, the Financial section) must be individualized for each school and incorporated into the school's Performance Certificate. Each Performance Certificate also contains certain sections to be individualized for each school.

DISCUSSION

PCSC staff has collaborated with North Valley Academy (NVA) to draft the individualized sections of the Performance Certificate and Framework. In these materials, individualized sections of the Certificate are highlighted in yellow. The mission-specific section of the framework contains measures unique to the school.

A subcommittee of Commissioners has reviewed the draft and recommended that the Performance Certificate be executed as presented.

IMPACT

If the PCSC moves to execute the Performance Certificate, the PCSC Chairman and NVA Board Chairman will sign the Certificate, making it effective for the dates specified therein.

STAFF COMMENTS AND RECOMMENDATIONS

In accordance with the recommendation of the PCSC subcommittee, PCSC staff recommends that the NVA Performance Certificate be executed as presented.

COMMISSION ACTION

A motion to execute the North Valley Academy Performance Certificate as presented.

Moved by _____ Seconded by _____ Carried yes _____ or no _____

CHARTER SCHOOL PERFORMANCE CERTIFICATE

This performance certificate is executed on this 10th day of October, 2013, by and between the Idaho Public Charter School Commission (the “Authorizer”), and North Valley Academy, Inc. (the “School”), an independent public school organized as an Idaho nonprofit corporation and established under the Public Charter Schools Law, Idaho Code Section 33-5201 *et seq*, as amended (the “Charter Schools Law.”)

RECITALS

WHEREAS, on December 20, 2007, the Authorizer approved a charter petition for the establishment of the School; and

WHEREAS, the School began operations in the year 2008; and

WHEREAS, the Charter Schools Law was amended effective as of July 1, 2013 to require all public charter schools approved prior to July 1, 2013 to execute performance certificates with their authorizers no later than July 1, 2014;

NOW THEREFORE in consideration of the foregoing recitals and mutual understandings, the Authorizer and the School agree as follows:

SECTION 1: AUTHORIZATION OF CHARTER SCHOOL

- A. Continued Operation of School.** Pursuant to the Charter Schools Law, the Authorizer hereby approves the continued operation of the School on the terms and conditions set forth in this Charter School Performance Certificate (the “Certificate”). The approved Charter is attached to this Certificate as Appendix B.
- B. Pre-Opening Requirements.** Pursuant to Idaho Code Section 33-5206(6), the Authorizer may establish reasonable pre-opening requirements or conditions (“Pre-Opening Requirements”) to monitor the start-up progress of a newly approved public charter school to ensure that the school is prepared to open smoothly on the date agreed. The School shall not commence instruction until all pre-opening requirements have been completed to the satisfaction of the Authorizer. Pre-opening requirements are attached as Appendix C. If all pre-opening conditions have been completed to the satisfaction of the Authorizer, the School shall commence operations/instruction with the first day of school in Fall 2008. In the event that all pre-opening conditions have not been completed to the satisfaction of the Authorizer, the School may not commence instruction on the scheduled first day of school. In such event, the Authorizer may exercise its authority on or before July 20

to prohibit the School from commencing operation/instruction until the start of the succeeding semester or school year.

- C. Term of Agreement.** This Certificate is effective as of **October 10, 2013**, and shall continue through **June 30, 2018**, unless earlier terminated as provided herein.

SECTION 2: SCHOOL GOVERNANCE

- A. Governing Board.** The School shall be governed by a board (the “Charter Board”) in a manner that is consistent with the terms of this Certificate so long as such provisions are in accordance with state, federal, and local law. The Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the School. The Charter Board shall also have authority for and be responsible for policy and operational decisions of the School, although nothing herein shall prevent the Charter Board from delegating decision-making authority for policy and operational decisions to officers, employees and agents of the School, as well as third party management providers.
- B. Articles of Incorporation and Bylaws.** The articles of incorporation and bylaws of the entity holding the charter shall provide for governance of the operation of the School as a nonprofit corporation and public charter school and shall at all times be consistent with all applicable law and this Certificate. The articles of incorporation and bylaws are attached to this Certificate as Appendix D (the “Articles and Bylaws”). Any modification of the Articles and Bylaws must be submitted to the Authorizer within five (5) business days of approval by the Charter Board.
- C. Charter Board Composition.** The composition of the Charter Board shall at all times be determined by and consistent with the Articles and Bylaws and all applicable law and policy. The roster of the Charter Board is attached to this Certificate as Appendix E (the “Board Roster”). The Charter Board shall notify the Authorizer of any changes to the Board Roster and provide an amended Board Roster within five (5) business days of their taking effect.

SECTION 3: EDUCATIONAL PROGRAM

School Mission. The mission of the School is as follows: At **North Valley Academy, our mission is to create patriotic and educated leaders. We believe in James Madison’s statement that, “The advancement and diffusion of knowledge is the only guardian of true liberty.”**

- A. Grades Served.** The School may serve students in **kindergarten through grade 12.**
- B. Design Elements.** The School shall implement and maintain the following essential design elements of its educational program:
- **Focus on patriotic American values**
 - **through daily teaching of the American Heritage Curriculum;**
 - **fostering a service centered and civic-minded culture;**

- emphasizing American exceptionalism as founded upon our Constitution and Bill of Rights; and
 - helping students to understand how to access the American Dream by requiring age appropriate money management, entrepreneurship, and free market capitalism education K-12.
 - **Build a culture of respect**
 - by providing a controlled disciplinary environment;
 - requiring students and staff to adhere to dress code;
 - exhibiting and expecting exemplary behavior from students and staff; and
 - implementing the character education program in the American Heritage Curriculum.
 - **Provide a rigorous academic education**
 - by requiring the Core Knowledge Curriculum K-8; and
 - requiring that graduation with honors from NVA will require coursework in history, social studies and economics above and beyond the state's graduation requirements.
 - **Support teacher growth and excellence**
- C. Standardized Testing.** Students of the School shall be tested with the same standardized tests as other Idaho public school students.
- D. Accreditation.** The School shall be accredited as provided by rule of the state board of education.

SECTION 4: AUTHORIZER ROLE AND RESPONSIBILITIES

- A. Oversight allowing autonomy.** The Authorizer shall comply with the provisions of Charter School Law and the terms of this Certificate in a manner that does not unduly inhibit the autonomy of the School. The Authorizer's Role will be to evaluate the School's outcomes according to this Certificate and the Performance Framework rather than to establish the process by which the School achieves the outcomes sought.
- B. Charter School Performance Framework.** The Charter School Performance Framework ("Performance Framework") is attached and incorporated into this agreement as Appendix F. The Performance Framework shall be used to evaluate the School's academic, financial and operational performance, and shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and operational performance metrics set forth in the Charter and not explicitly incorporated into the Performance Framework. The specific terms, form and requirements of the Performance Framework, including any required indicators, measures, metrics, and targets, are determined by the Authorizer and will be binding on the School.
- C. Authorizer to Monitor School Performance.** The Authorizer shall monitor and report on the School's progress in relation to the indicators, measures, metrics and targets set out in the Performance Framework. The School shall be subject to a formal review of

its academic, mission-specific, operational, and financial performance at least annually.

- D. School Performance.** The School shall achieve an accountability designation of *Good Standing* or *Honor* on each of the three sections of the Performance Framework. In the event the School is a party to a third party management contract which includes a deficit protection clause, the School shall be exempt from some or all measures within the financial portion of the Performance Framework. In accordance with Charter School Law, the Authorizer shall renew any charter in which the public charter school met all of the terms of its performance certificate at the time of renewal.
- E. Performance Framework As Basis For Renewal of Charter.** The School's performance in relation to the indicators, measures, metrics and targets set forth in the Academic and Mission-Specific, Operational and Financial sections of the Performance Framework shall provide the basis upon which the Authorizer will decide whether to renew the School's Charter at the end of the Certificate term. As part of the Performance Framework, the Authorizer agrees to consider mission-specific, rigorous, valid, and reliable indicators of the School's performance. These negotiated indicators will be included in the Mission-Specific portion of the Academic and Mission Specific section of the Performance Framework.
- F. Authorizer's Right to Review.** The School will be subject to review of its academics, operations and finances by the Authorizer, including related policies, documents and records, when the Authorizer deems such review necessary. The Authorizer shall conduct its reviews in a manner that does not unduly inhibit the autonomy granted to the School.
- G. Site Visits.** In addition to the above procedures, the Charter School shall grant reasonable access to, and cooperate with, the Authorizer, its officers, employees and other agents, including allowing site visits by the Authorizer, its officers, employees, or other agents, for the purpose of allowing the Authorizer to fully evaluate the operations and performance of the School. The Authorizer may conduct a site visit at any time if the Authorizer has reasonable concern regarding the operations and performance of the School. The Authorizer will provide the School reasonable notice prior to its annual site visit to the School. The School shall have an opportunity to provide a written response to the site visit report no later than fourteen (14) days prior to the meeting at which the report is to be considered by the Authorizer. If no written response is provided, the School shall have the opportunity to respond orally to the site visit report at the meeting.
- H. Required Reports.** The School shall prepare and submit reports regarding its governance, operations, and/or finances according to the established policies of and upon the request of the Authorizer. However, to the extent possible, the Authorizer shall not request reports from the School that are otherwise available through student information systems or other data sources reasonably available to the Authorizer.

SECTION 5: SCHOOL OPERATIONS

A. In General. The School and the Charter Board shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and Authorizer policies applicable to charter schools. Authorizer policies in effect for the duration of this Certificate are attached as Appendix G.

B. Maximum Enrollment. The maximum number of students who may be enrolled in the school shall be 364 face-to-face students and 78 blended program students, for a total of 442 students. The maximum number of students who may be enrolled per class/grade level shall be as follows:

	K	1	2	3	4	5	6	7	8	9	10	11	12	Totals
Face to Face	24	24	26	26	28	28	28	30	30	30	30	30	30	364
Blended	6	6	6	6	6	6	6	6	6	6	6	6	6	78
Totals	30	30	32	32	34	34	34	36	36	36	36	36	36	442

C. Enrollment Policy. The School shall make student recruitment, admissions, enrollment and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services. In no event may the School limit admission based on race, ethnicity, national origin, disability, gender, income level, athletic ability, or proficiency in the English language. If there are more applications to enroll in the charter school than there are spaces available, the charter school shall select students to attend using a random selection process that shall be publicly noticed and open to the public. The School shall follow the enrollment policy approved by the Authorizer and incorporated into this agreement as Appendix H.

D. School Facilities. 906 Main Street, Gooding, Idaho. The School shall provide reasonable notification to the Authorizer of any change in the location of its facilities.

E. Attendance Area. The School’s primary attendance area is as follows: Gooding School District

F. Staff. Instructional staff shall be certified teachers as provided by rule of the state board of education. All full-time staff members of the School will be covered by the public employee retirement system, federal social security, unemployment insurance, worker’s compensation insurance, and health insurance.

G. Alignment with All Applicable Law. The School shall comply with all applicable federal and state laws, rules, and regulations. In the event any such laws, rules, or regulations are amended, the School shall be bound by any such amendment upon the effective date of said amendment.

SECTION 6: SCHOOL FINANCE

A. General. The School shall comply with all applicable financial and budget statutes,

rules, regulations, and financial reporting requirements, as well as the requirements contained in the School Performance Framework incorporated into this contract as Appendix F.

- B. Financial Controls.** At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include, but not be limited to: (1) commonly accepted accounting practices and the capacity to implement them (2) a checking account; (3) adequate payroll procedures; (4) procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year; (5) internal control procedures for cash receipts, cash disbursements and purchases; and (6) maintenance of asset registers and financial procedures for grants in accordance with applicable state and federal law.
- C. Financial Audit.** The School shall submit audited financial statements from an independent auditor to the Authorizer no later than October 15 of each year.
- D. Annual Budgets.** The School shall adopt a budget for each fiscal year, prior to the beginning of the fiscal year. The budget shall be in the Idaho Financial Accounting Reporting Management Systems (IFARMS) format and any other format as may be reasonably requested by the Authorizer.

SECTION 7: TERMINATION, NON-RENEWAL AND REVOCATION

- A. Termination by the School.** Should the School choose to terminate its Charter before the expiration of the Certificate, it may do so upon written notice to the Authorizer. Any school terminating its charter shall work with the Authorizer to ensure a smooth and orderly closure and transition for students and parents, as guided by the public charter school closure protocol established by the Authorizer attached as Appendix I.
- B. Nonrenewal.** The Authorizer may non-renew the Charter at the expiration of the Certificate if the School failed to meet one (1) or more of the terms of its Certificate. Any school which is not renewed shall work with the Authorizer to ensure a smooth and orderly closure and transition for students and parents, as guided by the public charter school closure protocol established by the Authorizer attached as Appendix I.
- C. Revocation.** The School's Charter may be revoked by the Authorizer if the School has failed to meet any of the specific, written renewal conditions attached, if applicable, as Appendix A for necessary improvements established pursuant to Idaho Code § 33-5209B(1) by the dates specified. Revocation may not occur until the public charter school has been afforded a public hearing, unless the Authorizer determines that continued operation of the public charter school presents an imminent public safety issue. If the School's Charter is revoked, the School shall

work with the Authorizer ensure a smooth and orderly closure and transition for students and parents, as guided by the public charter school closure protocol established by the Authorizer attached as Appendix I.

D. Dissolution. Upon termination of the Charter for any reason by the Charter Board, or upon nonrenewal or revocation, the Charter Board will supervise and have authority to conduct the winding up of the business and other affairs of the School; provided, however, that in doing so the Authorizer will not be responsible for and will not assume any liability incurred by the School. The Charter Board and School personnel shall cooperate fully with the winding up of the affairs of the School.

E. Disposition of School's Assets upon Termination or Dissolution. Upon termination of the Charter for any reason, any assets owned by the School shall be distributed in accordance with Charter Schools Law.

SECTION 8: MISCELLANEOUS

A. No Employee or Agency Relationship. None of the provisions of this Certificate will be construed to create a relationship of agency, representation, joint venture, ownership, or employment between the Authorizer and the School.

B. Additional Services. Except as may be expressly provided in this Certificate, as set forth in any subsequent written agreement between the School and the Authorizer, or as may be required by law, neither the School nor the Authorizer shall be entitled to the use of or access to the services, supplies, or facilities of the other.

C. No Third-Party Beneficiary. This Certificate shall not create any rights in any third parties, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Certificate.

D. Amendment. This Certificate may be amended by agreement between the School and the Authorizer in accordance with Authorizer policy, attached as Appendix G. All amendments must be in writing and signed by the School and the Authorizer.

IN WITNESS WHEREOF, the Authorizer and the School have executed this Performance Certificate to be effective **October 10, 2013**.

Chairman, Idaho Public Charter School Commission

Chairman, North Valley Academy School Board

Appendix A: Conditions of Authorization/Renewal

Appendix B: Charter

Appendix C: Pre-Opening Requirements

Appendix D: Articles of Incorporation and Bylaws

Appendix E: Board Roster Appendix F: School Performance Framework

Appendix G: Authorizer Policies

Appendix H: Enrollment Policy

Appendix I: Public Charter School Closure Protocol

Appendix A: Conditions of Authorization / Renewal

North Valley Academy
October 10, 2013

No conditions of authorization or renewal are applicable.

Appendix B: Charter

North Valley Academy, Inc.

NORTH VALLEY ACADEMY (NVA)
Petition for a Charter for School Year Starting 2008-2009
Within the Gooding School District #231

Submitted To:

Idaho Public Charter School Commission

Approved December 20, 2007

Revised October 20, 2011

North Valley Academy
906 Main St.
Gooding Id 83330

Contact Person:
Debra A. Infanger
1821 S 1800 E
Gooding ID 83330
Phone: 934-5738
FAX: 934-4522
infangerd@nvapatriots.us

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I. Articles of Incorporation

FILED EFFECTIVE

2006 JUL -7 PM 1:06

**ARTICLES OF INCORPORATION
OF
NORTH VALLEY ACADEMY, INC.**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned incorporators being of the age of twenty-one (21) years or more, desiring to organize a corporation under the laws of the State of Idaho, do hereby make, sign and verify these Articles of Incorporation.

ARTICLE I

The name of the corporation shall be NORTH VALLEY ACADEMY, INC., an Idaho Nonprofit Corporation, hereinafter the "Corporation."

ARTICLE II

The Corporation shall not have members and shall exist perpetually, or until dissolved according to law.

ARTICLE III

The Corporation shall be a nonprofit corporation, created and existing under the Idaho Nonprofit Corporate Act, Idaho Code ' 30-3-1, et seq. The Corporation shall have all powers lawful and necessary to direct, operate, and maintain a nonprofit, public charter school within the State of Idaho and to deal generally therein. The Corporation is organized and shall be operated solely and exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation

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Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1969 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE IV

The business of the Corporation shall be conducted for the benefit of students, faculty, administration and patrons of the Corporation. The Corporation shall not issue certificates of stock and no dividends or pecuniary profits shall be declared or paid, nor shall any part of the net earnings of the corporation inure to the benefit of, or be distributable to its incorporators, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

ARTICLE V

The Corporation shall not endorse candidates for public office, distribute or publish statements for or against candidates, raise funds for or donate to candidates, or become involved in any activity on behalf of or in opposition to any candidate. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation. However, the Corporation may, as a part of its educational activities, sponsor debates or forums to educate students and/or voters, so long as the debate or forum evidences no preference for or against a certain candidate or political position.

ARTICLE VI

The provisions for the regulation of internal affairs of the Corporation shall be set forth within the Bylaws and the Charter.

ARTICLE VII

The address of the initial registered office of the Corporation shall be 2190 East 1850 South, Gooding, Idaho, 83330. The name of the initial registered agent at such address shall be DANIELLE LOFGRAN.

ARTICLE VIII

The number of directors which shall constitute the Board of Directors of the Corporation shall be fixed by the Bylaws, but in any event shall not be less than three (3) nor more than seven (7). The number of directors constituting the initial Board of Directors of the Corporation shall be three (3) and the names and addresses of the persons who shall serve as directors until their successors are elected and shall qualify are:

Name	Address
Danielle Lofgran	2190 East 1850 South, Gooding, Idaho 83330
Debra Infanger	1800 East 1821 South, Gooding, Idaho 83330
Fineas Hughbanks	1925 South 2000 East, Gooding, Idaho 83330

ARTICLE IX

The names and addresses of the incorporators are:

Name	Address
Debra Infanger	1800 East 1821 South, Gooding, Idaho 83330
Danielle Lofgran	2190 East 1850 South, Gooding, Idaho 83330
Gayle DeSmet	2006 East 1850 South, Gooding, Idaho 83330

ARTICLE X

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, but only upon the majority vote of all Directors.

ARTICLE XI

Upon the winding up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of the Corporation, pursuant to Sections 30-3-114 and 30-3-115 of Idaho Code, the remaining assets shall be distributed to a non-profit fund, foundation, or corporation which is organized and operated exclusively for charitable, educational, and/or scientific purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code. If no such suitable organization is found or if the Directors then serving cannot agree on a distribution, the remaining assets shall be distributed to the Gooding School District #231, as organized under the laws of the State of Idaho, for exempt, public educational

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

purposes. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for public charitable or educational purposes.

DATED this 30th day of June, 2006.


DANIELLE LOFGRAN


DEBRA INFANGER


GAYLE DESMET

"Incorporators"

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

STATE OF IDAHO)
)
 County of Booming)

On this 30th day of June, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANIELLE LOFGRAN, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

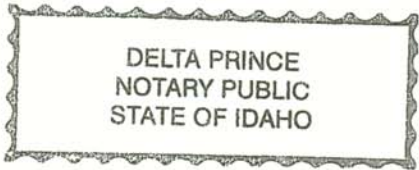


Delta Prince
 NOTARY PUBLIC for Idaho
 Residing at Booming, Idaho
 Commission Expires: 9-13-2010

STATE OF IDAHO)
)
 County of Booming)

On this 30th day of June, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DEBRA INFANGER, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Delta Prince
 NOTARY PUBLIC for Idaho
 Residing at Booming, Idaho
 Commission Expires: 9-13-2010

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

STATE OF IDAHO)
County of Blaine)
ss:

On this 30th day of June, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GAYLE DESMET, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Delta Prince
NOTARY PUBLIC for Idaho
Residing at Blaine, Idaho
Commission Expires: 9-13-2010

ARTICLES OF AMENDMENT
OF
NORTH VALLEY ACADEMY, INC.

The Directors of the North Valley Academy, Inc., an Idaho non-profit corporation, adopted by resolution and majority vote of the Directors these Articles of Amendment. By such resolution and pursuant to the Idaho Non-Profit Corporation Act, Title 30, Chapter 3 of Idaho Code, the Directors set forth the Articles of Incorporation to be amended as herein stated, and declare:

That the undersigned are natural persons over the age of twenty-one (21), acting as all of the Directors of a non-profit corporation under Idaho law, approved by unanimous vote on the 15th day of August, 2007, a resolution adopting the following Amendment to the Articles of Incorporation for such non-profit corporation:

That Article XI of the Articles of Incorporation, be, and the same is hereby amended to read as follows:

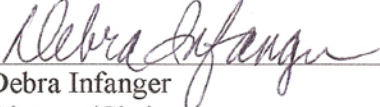
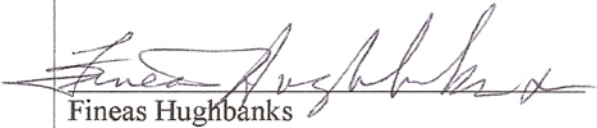
ARTICLE XI

Upon the winding up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of the Corporation, pursuant to Sections 30-3-114 and 30-3-115 of Idaho Code, the remaining assets shall be distributed to the Authorized Chartering Entity as defined by Idaho law, in accordance with the requirements of Idaho Code and the Idaho administrative rules governing Public Charter Schools, and in full compliance with Section 501(c)(3) of the Internal Revenue Code. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for public charitable or educational purposes.

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

DATED this 15th day of August, 2007.

The Directors of North Valley Academy, Inc.

 Debra Infanger Director/Chairman	 Danielle Lofgran Director/Vice-Chairman
 Jennifer Andrus Director/Secretary	 Fineas Hughbanks Director/Treasurer
 Mary Belle Anderson Director	

II. Bylaws: Ref. Idaho Code § 33-5204(1) & 30-3-21(1)

BYLAWS

OF

NORTH VALLEY ACADEMY, INC.

KNOW ALL MEN BY THESE PRESENTS: that *NORTH VALLEY ACADEMY, INC.* (hereinafter the “Corporation”), an Idaho non-profit corporation duly organized and existing under and by virtue of the laws of the State of Idaho, has adopted, and by these presents does adopt, its Bylaws for the conduct and control of its business affairs:

ARTICLE I: OFFICES

The principal office of the Corporation shall be located in the County of Gooding, Idaho. The Corporation may have such other offices as the Board of Directors, hereafter referred to as “Board,” may determine or as the affairs of the Corporation may require from time to time.

The Corporation shall have and continuously maintain in Idaho a registered office, and a registered agent whose office is identical with such registered office, as required by the Idaho Nonprofit Corporation Act. The registered office in Idaho and the address of the registered office may be, but need not be, identical with the principal office; and may be changed from time to time by the Board.

ARTICLE II: BOARD OF DIRECTORS

SECTION 1. General Powers.

The affairs of the Corporation shall be managed by its Board.

SECTION 2. Number, Tenure, and Qualifications.

The number of Directors shall be five (5). All members of the Board shall be residents of Idaho. Except as otherwise provided by these Bylaws, each Director shall hold office for a term of three (3) years, or until his successor shall have been elected and qualified. No Director may serve for more than a total of three terms, or nine (9) years, whichever is longer.

SECTION 3. Regular Meetings.

A regular annual meeting of the Board shall be held without other notice than this bylaw, on the 1st Tuesday of February, of each year, or if a holiday, on the next succeeding business day. The Board may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION 4. Special Meetings.

Special meetings of the Board may be called by or at the request of the Chairman of the Corporation or any Director. The person or persons authorized to call special meetings of the

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

Board may fix any site within Gooding County, Idaho, as the place for holding any special meeting of the Board called by them.

SECTION 5. Notice.

The Secretary shall give public notice of the date, time and place of any meeting of the Board in accordance with Idaho Law. Notice of any special meeting of the Board must include shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail, facsimile, or electronic mail to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with first class postage thereon prepaid. If notice is given by facsimile or electronic mail, such notice shall be deemed to be delivered when the facsimile or electronic mail is received by the Director.

Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

SECTION 6. Quorum.

A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 7. Manner of Acting.

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these bylaws.

SECTION 8. Order Of Business.

At meetings of the Board, business shall be transacted in such order as from time to time the Board may, by resolution, determine. At all meetings of the Board, the Chairman, or, in his absence, the Vice Chairman, or, in the absence of both, a member of the Board to be selected by the members present, shall preside. The Secretary of the Corporation shall act as Secretary at all meetings of the Board, and in case of his absence, the Chairman of the meeting may designate any person to act as Secretary.

SECTION 9. Vacancies.

Any vacancy occurring in the Board and any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 10. Compensation.

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

Directors as such shall not receive any stated salaries for their services, but by resolution of the Board a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.

SECTION 11. Informal Action by Directors.

Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

SECTION 12. Initial Terms.

Directors elected or appointed in the first year of incorporation shall serve terms as follows:

Fineas Hughbanks	(Seat One)	-	1 years
Mary Belle Anderson	(Seat Two)	-	2 years
Debra Infanger	(Seat Three)	-	2 years
Danielle Lofgran	(Seat Four)	-	3 years
Jennifer Andrus	(Seat Five)	-	3 years

ARTICLE III: OFFICERS

SECTION 1. Officers.

The officers of the Corporation shall be Chairman, a Vice Chairman, a Secretary, and a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, except the offices of Chairman and Secretary. All officers, except the Secretary and Treasurer must be members of the Board.

SECTION 2. Election and Term of Office.

The officers of the Corporation shall be elected annually by the Board at the regular annual meeting of the Board. IF the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. The offices of Secretary and Treasurer may be held by one and the same person.

SECTION 3. Removal.

Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

SECTION 4. Vacancies.

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

SECTION 5. Chairman.

The Chairman shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He shall preside at all meetings of the Board. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these bylaws or by statute to some other officer or agent of the Corporation; and in general he shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board from time to time.

SECTION 6. Vice Chairman.

In the absence of the Chairman or in the event of his inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Any Vice Chairman shall perform such other duties as from time to time may be assigned to him by the Chairman or by the Board.

SECTION 7. Treasurer.

The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or to her depositories as shall be selected in accordance with the provisions of Article VI of these bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chairman or by the Board. If required by the Board, the Treasurer shall give bond for the faithful performance of his duties in such sum as the Board of directors may require.

SECTION 8. Secretary.

The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairman or by the Board.

SECTION 9. Assistant Treasurers and Assistant Secretaries.

If required by the Board, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine. The

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the Chairman or Board.

ARTICLE IV: COMMITTEES

SECTION 1. Parent-Faculty Association.

The Board shall establish or recognize an official Parent-Faculty Association (PFA). Members of that committee will be elected annually by parents of students enrolled in the North Valley Academy charter school according to policy to be set by resolution of the Board. The PFA shall be authorized to make recommendations regarding any aspect of the school. The PFA shall assist and counsel the Board in the creation, implementation, and evaluation of school policy.

SECTION 2. Other Committees.

The Board may from time to time appoint such standing or special committees as, in their judgment, may be deemed expedient, and refer to any such committee or committees any corporate matter, with or without power to act, and subject to such limitations as may be prescribed by the Board. In the event any matter be referred to any such committee with power to act, the reference shall be made by resolution entered of record in the Minutes of the meeting making such reference, and such power shall continue until revoked by the Board.

ARTICLE V: CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. Contracts.

The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. Checks, Drafts, etc.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the Chairman or a Vice Chairman of the Corporation.

SECTION 3. Deposits.

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

SECTION 4. Gifts.

The Board may accept on behalf of the Corporation any grant, contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VI: BOOKS AND RECORDS

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees having any of the authority of the Board, and shall keep at its registered or principal office a record giving the names and addresses of the Directors entitled to vote. All books and records of the Corporation may be inspected by any Director or Officer, or any person authorized or required by law, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE VII: FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June in each year.

ARTICLE VIII: INDEMNIFICATION OF OFFICERS, DIRECTORS, & EMPLOYEES

SECTION 1. Indemnification.

This Corporation shall indemnify any Director who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this Corporation) by reason of the fact that such Director is or was a Director of this Corporation, against expenses, judgments, fines and settlements actually and reasonably incurred in connection with such proceeding.

This Corporation shall indemnify any Director who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this Corporation to procure a judgment in its favor by reason of the fact that that Director is or was a Director of this Corporation, against expenses actually or reasonably incurred by that Director in connection with the defense or settlement of that action. This indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by law, agreement, vote or shareholders of disinterested directors, or otherwise, both as to an action in his official capacity and as to an action in another capacity while holding such office, and shall continue as to a Director who has ceased to be a Director and shall inure to the benefit of the heirs and Personal Representative of such a Director.

A Director will only be indemnified under this Article VIII if:

- (a) The Director has disclosed to the Board of Director all other materials activities and relationships, other than professional, confidential relationships, relating or similar to those of this Corporation, and the decisions, policies or resolutions giving rise to or creating the need for indemnification;
- (b) All past, present or potential conflicts of interest between the Director and this Corporation relating to the transaction for which indemnification is sought; and
- (c) The Director has provided or disclosed to the Board all information known to the Director regarding the policy, decision, resolutions or transactions for which indemnification is sought. This includes all information obtained by the Director

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

after the transaction occurred or after adoption of the policy, decision or resolution.

SECTION 2. Continuity of Protection.

The indemnification provided by this Article shall not be deemed exclusive and shall continue as to a person who has ceased to be a Director, officer or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 3. Insurance.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation has the authority or obligation to indemnify him against such liability under the provisions of this Article.

ARTICLE IX: SEAL

The Board shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed hereon the name of the Corporation and the words "Corporate Seal" and "Idaho". The Seal shall be in charge of the Secretary.

ARTICLE X: WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Idaho Nonprofit Corporation Act or under the provisions of the articles of incorporation or the bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI: GOVERNING LAW AND DOCUMENTS

In addition to the Articles of Incorporation and these Bylaws, pursuant to Idaho Law regulating Public Charter Schools, the Corporation shall adopt and maintain a Charter, which shall include a mission statement, goals, policies, procedures, standards, rules, curricula, and any and all statements which may be necessary for the operation of a Charter School or which may be required by Idaho or Federal Law. The provisions of the Charter shall govern the affairs of the Corporation to the extent that they do not conflict with these Bylaws or the Articles of Incorporation. The Bylaws shall be effective only to the extent that they do not conflict with the Articles of Incorporation. The Board may adopt and publish additional policies and procedures provided that any such policies and procedures are not inconsistent with the Articles of Incorporation, these Bylaws, or the Charter. In all matters, the Corporation shall be governed by Idaho Law.

ARTICLE XII: AMENDMENTS TO THE GOVERNING DOCUMENTS

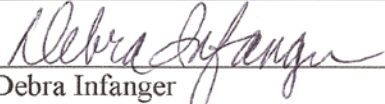
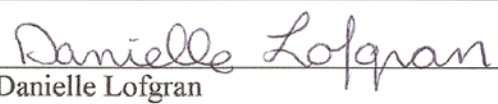
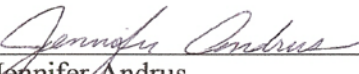
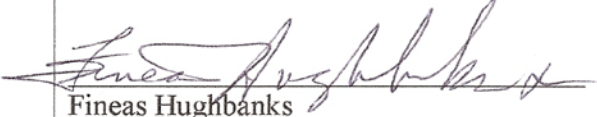

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

These Bylaws, the Articles of Incorporation of the Corporation, and the Charter may be altered, amended or repealed and new provisions may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend or repeal or to adopt new provisions at such meeting.

CERTIFICATE OF ADOPTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being all the Directors and the Secretary of **NORTH VALLEY ACADEMY, INC.**, also being all the members of said Corporation, do hereby certify that the above and foregoing By-Laws were duly and legally adopted as the By-Laws of said Corporation at the first meeting of the members and the first meeting of the Directors, of said Corporation, on the 15 day of August, 2007, and that the same does now constitute the By-Laws of the said Corporation.

IN WITNESS WHEREOF, We have hereunto set our hands as Directors, and Secretary, respectively, of the said Corporation, and affixed hereto the Corporate Seal thereof, this 15th day of August, 2007.

 Debra Infanger Director/Chairman	 Danielle Lofgran Director/Vice-Chairman
 Jennifer Andrus Director/Secretary	 Fineas Hughbanks Director/Treasurer
 Mary Belle Anderson Director	

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

STATE OF IDAHO)

:SS

County of Gooding)

I, Jennifer Andrus, the duly and regularly elected, qualified, and acting Secretary of **NORTH VALLEY ACADEMY, INC.**, do hereby certify that the above and foregoing By-Laws were regularly adopted by the Directors of said Corporation at a regular meeting of the Directors of said Corporation, duly and regularly held and called on the 15 day of August, 2007, and were also adopted by the majority vote of the members of the Corporation, at a duly and regularly called and held meeting of the Corporation, on the 15 day of August, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand this 15 day of August, 2007.

Jennifer Andrus
Secretary of the Corporation



**BEFORE THE DIRECTORS OF THE
NORTH VALLEY ACADEMY, INC.**

Resolution 2007-02

PROVIDING FOR AMENDMENT TO THE BYLAWS

Be It Resolved by the Directors of the North Valley Academy, Inc.:

WHEREAS, the Directors have petitioned the Idaho Public Charter School Commission and the State Board of Education for approval of a Charter to establish the North Valley Academy, Inc. as a public charter school; and

WHEREAS, the staff of the State Board of Education has recommended certain changes to the Bylaws of the Corporation to ensure compliance with state law governing Public Charter Schools; and

WHEREAS, the Directors desire to comply with state law and secure State approval of the proposed Charter and petition for the North Valley Academy, Inc. to become a public charter school under Idaho law; and

WHEREAS, the Directors have reviewed the proposed changes and believe that they are in the best interest of the Corporation;

NOW THEREFORE, BE IT RESOLVED by the Directors of the North Valley Academy, Inc.:

Section 1. That Article II, Section 3 of the Bylaws, be, and the same is hereby amended to read as follows:

SECTION 3. Regular Meetings.

A regular annual meeting of the Board shall be held without other notice than this bylaw, on the 1st Tuesday of February, of each year, or if a holiday, on the next succeeding business day. The Board may provide by resolution the time and place for the holding of additional regular meetings of the Board, with notice as required by Section 5 of this Article, and Idaho Code § 67-2343.

Section 2. That Article II, Section 10 of the Bylaws, be, and the same is hereby amended to read as follows:

SECTION 10. Compensation.

Directors shall not receive or accept any reward or compensation for their services, but by resolution of the Board expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other volunteer and non-compensated capacity. Directors shall

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

comply with and be bound by the provisions of Idaho Code §§ 33-5204(5)(a) and 33-5204A.

Section 3. That Article II, Section 11 of the Bylaws, be, and the same is hereby repealed and shall be deleted in its entirety.

Section 4. That Article II, Section 12 of the Bylaws, be, and the same is hereby redesignated and renumbered as Article II, Section 11.

Section 5. That Article IV, Section 1 of the Bylaws, be, and the same is hereby amended to read as follows:

ARTICLE IV: COMMITTEES

SECTION 1. Parent-Faculty Association.

The Board shall establish or recognize an official Parent-Faculty Association (PFA). All parents of students enrolled in the North Valley Academy charter school and full-time faculty shall be members of the PFA. Officers of that committee shall be elected annually by the members according to policy to be set by resolution of the Board. The PFA shall be authorized to make recommendations regarding any aspect of the school. The PFA shall assist and counsel the Board in the creation, implementation, and evaluation of school policy.

Section 6. That Article XI of the Bylaws, be, and the same is hereby amended to read as follows:

ARTICLE XI: GOVERNING LAW AND DOCUMENTS

In addition to the Articles of Incorporation and these Bylaws, pursuant to Idaho Law and the rules of the State Board of Education and Public Charter School Commission regulating Public Charter Schools, the Corporation shall adopt and maintain a Charter, which shall include a mission statement, goals, policies, procedures, standards, rules, curricula, and any and all statements which may be necessary for the operation of a Charter School or which may be required by Idaho or Federal Law. The provisions of the Charter shall govern the affairs of the Corporation to the extent that they do not conflict with these Bylaws or the Articles of Incorporation. The Bylaws shall be effective only to the extent that they do not conflict with the Articles of Incorporation. The Board may adopt and publish additional policies and procedures provided that any such policies and procedures are not inconsistent with the Articles of Incorporation, these Bylaws, or the Charter. In all matters, the Corporation shall be governed by Idaho Law.

Section 6. That Article XII of the Bylaws, be, and the same is hereby amended to read as follows:

ARTICLE XII: AMENDMENTS TO THE GOVERNING DOCUMENTS

SECTION 1. Amendment to the Bylaws and Articles of Incorporation.

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

These Bylaws and the Articles of Incorporation of the Corporation may be altered, amended or repealed and new provisions may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend or repeal or to adopt new provisions at such meeting.

SECTION 2. Charter Amendments Require State Authorization.

(a) The Board may reasonably request that its Authorized Chartering Entity revise its Charter, as authorized by Idaho Code § 33-5209(1).

(b) Board Approval. The Board may vote to recommend altering, adding, repealing or otherwise amending a provisions of the Charter, only by a majority of the Directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend or repeal or to adopt new provisions at such meeting.

(c) Request for Revision. Upon majority approval to revise the Charter, the Board must submit a written request describing the proposed revisions with the Authorized Chartering Entity. The Board shall submit six (6) copies of the proposed revisions to the State Department of Education, for consideration.

(d) Approval of Proposed Charter Revision. If the Authorized Chartering Entity approves the proposed charter revision, a copy of such revision shall be executed by each of the parties to the charter contract and shall be treated as either a supplement to, or amendment of, the final approved petition, as the case may be. The Board shall be responsible for sending a copy of the charter revision to the State Board of Education, as required by Idaho law (see IDAPA 08.02.04.100.02).

(e) Denial of Proposed Charter Revision. If the proposed revision is denied, then after receiving written notice of the decision denying the request for charter revision, the Board may, with majority approval of the Board, appeal the decision denying the request for charter revision to the State Board of Education, pursuant to Idaho law (see IDAPA 08.02.04.403).

BE IT FURTHER RESOLVED that these changes shall take effect immediately upon approval by a majority of the Directors; and

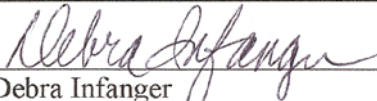
BE IT FURTHER RESOLVED that the Secretary of the Corporation shall incorporate such changes into a published copy of the Bylaws, which Bylaws shall be kept in the Corporate records and made available to the public upon request.

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

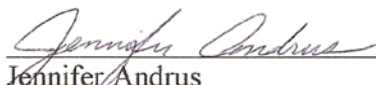
STATE OF IDAHO)
 :SS
County of Gooding)

We, the undersigned, the duly and regularly elected, qualified, and acting President and Secretary of NORTH VALLEY ACADEMY, INC., do hereby certify that the above and foregoing Resolution was regularly adopted by a majority of the Directors of said Corporation at a duly and regularly called and held meeting of the Board of Directors, on the 15th day of August, 2007.

IN WITNESS WHEREOF, we have hereunto set our hand this 15th day of August, 2007.



Debra Infanger
Director/Chairman



Jennifer Andrus
Director/Secretary

III. Signatures and Proof of Qualification of Electors of the Attendance Area: Ref. 33-5205(1)(a) & 33-5205(3)

STATE OF IDAHO
SS
COUNTY OF GOODING

To Idaho Public Charter School Commission, I, Denise M. Gill, County Clerk of Gooding County, hereby certify that ** 15 ** signatures on this petition are those qualified electors.

Signed: *Denise M. Gill*
County Clerk or Deputy

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement


Petition to Establish a NEW Idaho Public Charter School
 This document is an Elector Petition and must be signed by not less than thirty (30) qualified electors of the attendance area of the new charter school. Proof of elector qualifications must be provided with the petition.

Name of Proposed New Charter School	North Valley Academy				
School District Where New Charter School will be Physically Located	Gooding, Idaho				
Elector's Printed Name	Elector's Signature	Street Address	City	Telephone	Date
16 Nadine Koyle	Nadine Koyle	1505 S. 1800	Gooding	934-9728	8-1-07
18 Bill Taylor	Bill Taylor	735 Farmers St	Gooding	934-5725	8-1-07
19 Bill Taylor	Bill Taylor	309 Nebraska	Gooding	934-0787	8-1-07
20 Carrie Stiffler	Carrie Stiffler	301 Oregon	Gooding	934-8217	8-1-07
21 Tara Hansen	Tara Hansen	1927 S. 1800 E.	Gooding	539-3577	8-1-07
22 Toshie Gell	Toshie Gell	1956 east 1775 south	Gooding	384-4296	8-1-07
23 Michelle Leguina	Michelle Leguina	441 Colorado st	Gooding	934-8881	8-1-07
24 Sandra Strickland	Sandra Strickland	1450 S. 1750 E	Gooding	934-4180	8-3-07
25 Judi Lehman	Judi Lehman	2219 S. 1544 E	Gooding	934-5627	8-6-07
26 Michael Infanger	Michael Infanger	505 Colorado	Gooding	934-4968	8-6-07
27 John N Infanger	John N Infanger	1821 S 1800 E	Gooding	934-5738	8-6-07
28 Laura Infanger	Laura Infanger	1821 S 1800 E	Gooding	934-5738	8-6-07
29 Linda Muck	Linda Muck	542 Colorado St	Gooding	358-2016	8-6-07
30 Darrell Muck	Darrell Muck	542 Colorado St	Gooding	539-0629	8-6-07
MAURICE DESMET	M.A. Desmet	1386 S 2100 E	Gooding	934-9531	8-8-07
ERIC ANDRUS	Eric C. Andrus	Page 2 of 2 306 California St.	Gooding	934-4654	8/27/07
KAREN MCHAN	Karen Mchan	2030 Hwy 26	Gooding	934-8629	8/20/07
Vance MCHAN	Vance Mchan	2030 Hwy 26	Gooding	934-8629	8/20/07

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

STATE OF IDAHO
SS
COUNTY OF GOODING

To Idaho Public Charter School Commission , State of Idaho: I, Denise
M. Gill, County Clerk of Gooding County, hereby certify that ** 15 ** signatures on
this petition are those qualified electors.

Signed: 
County Clerk or Deputy

Petition to Establish a NEW Idaho Public Charter School

This document is an **Elector Petition** and must be signed by not less than thirty (30) qualified electors **off** the attendance area of the new charter school. Proof of elector qualifications must be provided with the petition.

Name of Proposed New Charter School		North Valley Academy			
School District Where New Charter School will be Physically Located		Gooding, Idaho			
I am currently a qualified elector in the above-named school district. I agree that the above-named proposed new charter school should be approved as an Idaho Public Charter School.					
Elector's Printed Name	Elector's Signature	Street Address	City	Telephone	Date
1 Debra A. Instaney	<i>Debra A. Instaney</i>	1821 S. 1800 E.	Gooding	208-934-5738	7-27-07
2 Gayle Holovac-DeSmet	<i>Gayle Holovac-DeSmet</i>	1386 S. 2100 E.	Gooding	208-934-9531	7-27-07
3 Jennifer Andrus	<i>Jennifer Andrus</i>	306 California St.	Gooding	208-934-4654	7-27-07
4 Jottie Phelps	<i>Jottie Phelps</i>	1837 Elmwood Rd.	Gooding	208-934-8550	07-27-07
5 Heidi Lofgren	<i>Heidi Lofgren</i>	2120 E. 1850 S.	Gooding	208-934-4444	7-27-07
6 Virginia Lofgren	<i>Virginia Lofgren</i>	1801 Elmwood	Gooding	5399995	7-27-07
7 Elizabeth Stein	<i>Elizabeth Stein</i>	245 Nebraska St.	Gooding	934-4346	7-27-07
8 TAP KUSE	<i>TAP KUSE</i>	701 8th Ave	"	734-9955	7-27-07
9 William Miller	<i>William Miller</i>	1000 N Main St	"	934-4276	
10 Diana Dewey	<i>Diana Dewey</i>	1732 9th Ave East	Gooding	934-4237	7/30/07
11 Maura Paul	<i>Maura Paul</i>	701 Oregon	"	934-8217	7/30/07
12 John DeWitt	<i>John DeWitt</i>	1732 9th Ave	Gooding	934-4237	7-30-07
13 Kelly M. Bowler	<i>Kelly M. Bowler</i>	920A 4th Ave West	Gooding	934-4752	7-30-07
14 Kelly Bowler	<i>Kelly Bowler</i>	824 MICHIGAN ST	GOODING	934-5994	7-30-07
15 Rain E. Holmes	<i>Rain E. Holmes</i>	831 Locke Ave.	Gooding	934-4513	7-30-07

IV. Vision Statement

North Valley Academy strives to create patriotic and educated leaders.

We believe in James Madison's statement:

“The advancement and diffusion of knowledge is the only guardian of true liberty.”

V. Mission Statement

North Valley Academy strives to provide an excellent educational choice where students have the opportunity to become an informed and involved citizenry.

(To be posted at the school's entrance)

School goals:

- Provide superb academic education
- Provide a controlled disciplinary environment
- Provide dual credit opportunities
- Provide a jump start to college careers
- Provide teacher training to teach the Core Knowledge Curriculum
- Meet the State testing guidelines at the pertinent grade levels
- Meet college entrance testing requirements

Unique qualities:

- Academic focus
- Blended program
- Disciplined environment
- Core Knowledge Curriculum
- Money Management Education K-12
- Partnering with College of Southern Idaho for graduates to be able to earn 16 college credits upon high school graduation
- Integration of Professional-Technical education with academic focus, preparing students for post secondary training, professional technical training, and/or the work force

Methodology

- Employ a top notch administrator focused on “what is best for our students”
- Pay the teachers higher than the state of Idaho salary schedule
- Foster a partnering between teachers and classes in grades K-12
- Foster project-based education
- Build a student needs-driven model with teachers taking responsibility for the learning of each of their students K-12
- Utilize all forms of curriculum delivery: classroom, Idaho Digital Learning Academy, College of Southern Idaho online courses, independent study

TAB 2: PROPOSED OPERATION: Ref. Idaho Code § 33-5205(4)

NOTE: If at any time parents, staff, or students have issue with policies set forth hereafter, they are to proceed through NVA's Uniform Grievance Procedure as follows:

Uniform Grievance Procedure

All individuals should use this grievance procedure if they believe that the Board, its employees, or agents have violated their rights guaranteed by the state or federal constitution, state or federal statute, or Board policy.

NVA will endeavor to respond to and resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint filed hereunder will not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies, and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.

Level 1: Informal

An individual with a complaint is encouraged to first discuss it with the teacher, counselor, or building administrator involved, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be discussed with the first line administrator that is not involved in the alleged harassment.

Level 2: Principal

If the complaint is not resolved at Level 1, the grievant may file a written grievance stating: 1) the nature of the grievance and 2) the remedy requested. It must be signed and dated by the grievant. The Level 2 written grievance must be filed with the Principal within sixty (60) days of the event or incident, or from the date the grievant could reasonably become aware of such occurrence.

If the complaint alleges a violation of Board policy or procedure, the Principal shall investigate and attempt to resolve the complaint. If either party is not satisfied with the Principal decision, the grievance may be advanced to Level 3 by requesting in writing that the Board review the Principal's decision. This request must be submitted to the Board within fifteen (15) days of the Principal's decision.

If the complaint alleges a violation of Title IX, Title II, Section 504 of the Rehabilitation Act, or sexual harassment, the Principal shall turn the complaint over to the Special Education/Special Programs Director, who will also serve as Nondiscrimination Coordinator, who will investigate the complaint. NVA will appoint Nondiscrimination Coordinators to assist in the handling of discrimination complaints. The Coordinator will complete the investigation and file the report with the Board within thirty (30) days after receipt of the written grievance. The Coordinator may hire an outside investigator if necessary. If the Board agrees with the

recommendation of the Coordinator, the recommendation will be implemented. If the Board rejects the recommendation of the Coordinator, and/or either party is not satisfied with the recommendations from Level 2, either party may make a written appeal within fifteen (15) days of receiving the report of the Coordinator to the Board for a hearing.

Level 3: The Board

Upon receipt of a written appeal of the decision of the Principal, and assuming the appeal alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final.

I. Proposed Operation

A. Organization: Ref. Idaho Code 33-5204(1)

NVA, Inc. is a non-profit organization organized and managed under the Idaho Nonprofit Corporation Act. The Corporation is organized exclusively for educational purposes within the meaning Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provisions of any future federal income tax code.

The Articles of Incorporation for NVA, Inc. were filed with the Secretary of the State of Idaho June 8, 2006. NVA obtained Employer Identification Number 26-0820021, on a notice dated 9/7/2007. The 501(c)(3) will be completed upon approval of the charter. Update: 501(c)(3) status was granted March 22, 2008.

An organizing group of founders have written the initial petition for a Charter for NVA and have recruited and appointed an initial Governing Board of Directors, hereafter referred to as the Board. The founders will continue to be a data gathering entity, recommending curriculum, teaching instruction, professional development and/or daily operations that will reflect the vision, purpose and mission of NVA to the NVA Board. Additional founding members may be recruited prior to the official opening of the first school year in order to accomplish the goals of NVA. This group will remain as advisors to the Board. The number of founding families is anticipated not to exceed ten families.

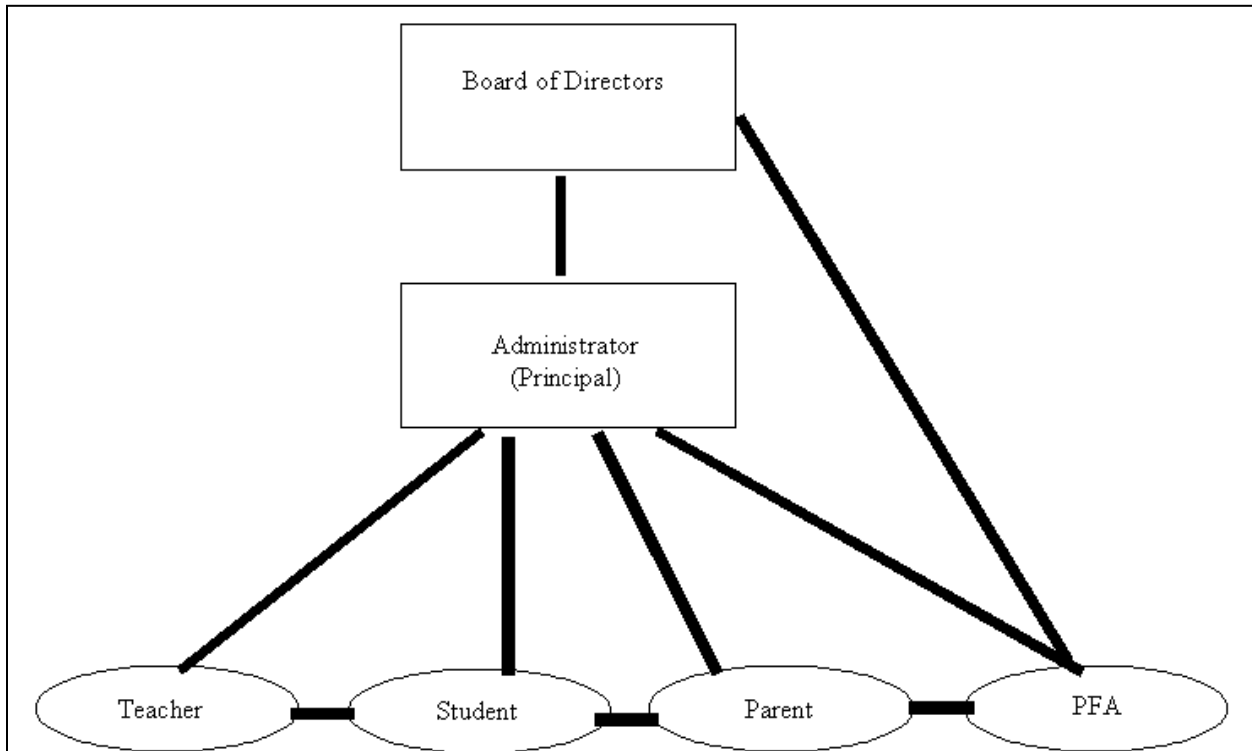
The Board, as a Board, will have the full power and duty to manage and oversee the operation of the Corporation's business and to pledge the credit, assets, and property of the Corporation when necessary to facilitate the efficient operation thereof. Authority is given to NVA Board by the State of Idaho as provided in the "Public Charter Schools Act of 1998." (I.C. 33-5204) The Governing Body will adhere to the NVA Corporate Bylaws (specifically Articles 5 and 8) addressing the Idaho Open Meeting Law.

Upon approval, members of the Board are deemed public agents to control NVA. The Board has all the power and duties afforded to a board of directors. NVA will be considered a public school for all purposes and, as such, will be responsible to identify and comply with all statutory

requirements affecting the operation of a public school. Therefore, upon approval, the Board will follow the open meeting laws, keep accurate minutes, and make said minutes available to the public.

NVA will function as a non-profit organization, organized and managed under the *Idaho Nonprofit Corporation Act*, as outlined in NVA’s Corporate Bylaws and Articles of Incorporation. Accordingly, the organizational flow chart representing the flow of information and the chain of command is as follows:

Tab 2, Table 1.



The flow chart above includes, but is not limited to, the following details:

1. The Board, as a Board, will have the full power and duty to manage and oversee the operation of the Corporation’s business.
2. The Board will have the responsibility to approve the selection of the school Principal, who may not be one of its members. The Board also will be responsible for hearing, and approving or disapproving, the recommendations of the school Principal with respect to changes in staffing, programs, or curriculum.
3. The Board and Parent-Faculty Association (PFA) (Hereafter, the term “parent” will be used to represent parents, legal guardians, or other persons legally responsible for NVA students.) of NVA may provide consultation to the Principal/Designee regarding ongoing plans for the school.
4. The Board will, when necessary, adjudicate disagreements between parents and the administration.

Tab 2, Table 1, Cont'd.

<p>5. The Principal/Designee represents the Board as the liaison between the Board and NVA community.</p> <p>6. A committee, not to exceed four (4) members, comprised of the Principal/Designee and representatives of the Board and faculty will be responsible for hiring elementary (grades 1-6) teachers. A committee, not to exceed six (6) members, comprised of the Principal/Designee and representatives of the board and faculty will be responsible for hiring teachers for grades 7-12.</p> <p>7. The Principal supervises, directly or indirectly, all employees of NVA.</p> <p>8. The administrative staff's primary functions will be management of NVA and facilitation of the implementation of a quality educational program. It is the goal of the Board that the administrative organization:</p> <ul style="list-style-type: none"> a. provide for efficient and responsible supervision, implementation, evaluation, and improvement of the instructional program, consistent with the policies established by the Board; b. provide effective and responsive communication with staff, students, parents, and other citizens; and c. foster staff initiative and rapport. <p>9. NVA's administrative organization will be designed so that all divisions and departments are part of a single system guided by Board policies which are implemented through the Principal. Other administrators are expected to administer their facilities in accordance with Board policy and the Principal's rules and procedures.</p>
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1. *Target Population*

North Valley Academy (NVA) plans to open in the fall of 2008 with grades kindergarten through eighth. NVA plans to open a high school for students in grades nine through twelve in the fall of 2009. Residents of Gooding School District will be the primary target population. Update: NVA opened in the fall of 2008 to grades K-8, and began offering classes to students in grades 9-12 beginning with the 2009-2010 school year.

2. *School Size* (See Also, Tab 10)

For the purposes of clarity, in this revision of the charter, NVA is proposing two amendments that will impact enrollment. The first is an increase in the face-to-face enrollment cap. Currently all grades (K-12) have a student enrollment cap of 24 students. The proposal is an increase as follows:

Proposed Face-to-Face Enrollment Caps		
Elementary Grades	Maximum Enrollment	Total Students
K-1	24	48
2-3	26	52
4-6	28	84
Total Elementary Students		184
Secondary Grades	Maximum Enrollment	Total Students
7-12	30	180
Total Face-to-Face Students		364

NVA will remain relatively small with a total capacity of 364 face-to-face students: 184 students in grades K-6 and 180 in grades 7-12. We believe that students benefit from a small school setting. (See Tab 8, Section A, Item 3c, Appendix W, and Appendix Y for results of market research conducted to document support of NVA.) The following is another representation of the first proposed enrollment increase:

North Valley Academy Face-to-Face Maximum Enrollment Capacity															
Year	Grades	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
2011-2012	K-12	24	24	26	26	28	28	28	30	30	30	30	30	30	364
2012-2013	K-12	24	24	26	26	28	28	28	30	30	30	30	30	30	364

The second amendment pertains to NVA’s blended course offerings. NVA wishes to establish an enrollment cap of no more than six (6) students per grade in the blended program, which is by definition:

Enrollment in the minimum number of online courses required to meet the hourly ADA requirements for half-day attendance set forth by the Idaho State Department of Education, **and** a requirement to participate in courses and activities at school.

Proposed Blended Program Student Enrollment Cap		
All Grades	Maximum Enrollment Per Grade	Total Students
K-12	6	↓
Total Blended Program Students		78
Total Proposed Maximum Enrollment Cap, Including Blended Program Students		442

NVA anticipates a minimum startup enrollment of ten (10), full-time, blended program students in grades K-12 no sooner than January 2012. (See Also, Tab 10)

NVA Anticipated Blended Program Enrollment FY12*					
	Grades				Total
	1-3	4-6	7-8	9-12	
No. of Students	1	3	2	4	10
*Enrollment per grade is a guestimate. Actual enrollment may vary across the grades, but will not exceed the approved cap.					

NVA has budgeted for the anticipated ten (10) blended students for the second half of FY12, or beginning January 2012, and twenty (20) blended students for FY13 and FY14 each (See Appendix AE). These numbers represent NVA’s best guestimate as to the number of students who may enroll in our blended program.

II. Facilities: Ref. Idaho Code § 33-5205(4)

The Board recognizes the importance the physical plant plays in enhancing the instructional program. The goal of NVA is to provide a facility in a convenient location that will both ensure the safety and enhance the education of our students. All sites will be considered based on factors such as safety, diversity of the immediate surrounding neighborhoods, access to major utilities, convenience for transportation, and affordability. The Board will develop a program to maintain and/or upgrade the buildings and grounds of NVA.

NVA’s Board has finished negotiations with the Idaho School for the Deaf and the Blind. We have been meeting with Interim-Superintendent Mary Dunne for several months and have a Letter of Intent to utilize existing buildings and other facilities sufficient for our needs. (See Appendices) We look forward to a long and innovative relationship with the staff and students at ISDB. Update: NVA purchased the former Gibbons Elementary Building from the Gooding School District in December of 2009. The building meets all of the requirements outlined above.

A. Operation and Maintenance of Charter School Facilities

NVA seeks to maintain and operate facilities in a safe and healthful condition. The operation of NVA’s facilities will be the responsibility of the Principal/Designee. The Principal/Designee, in cooperation with the fire chief and county sanitarian, will periodically inspect plant and facilities. S/he will provide for a program to maintain NVA’s physical plant by way of a continuous program of repair, maintenance, and reconditioning. Budget recommendations will be made each year to meet these needs and any such needs arising from an emergency.

B. Proof of Insurances

Copies of the initial insurance binders from a company authorized to do business in Idaho for a liability policy, a property loss policy, health insurance, worker’s compensation insurance, and unemployment insurance will be provided to the Authorized Chartering Entity no later than thirty (30) days prior to the opening of school, and thereafter thirty (30) days before the expiration of the insurance policies.

III. Administrative Services: Ref. Idaho Code § 33-5205(4)

A. Instructional Organization

1. *School Fiscal Year*

The fiscal year of the school is from July 1 to June 30.

2. *School Calendar*

The Board will establish the dates for opening and closing classes, teacher in-services, the length and dates of vacation, and the days designated as legal school holidays. The proposed school year is commencement after Labor Day and dismissal before Memorial Day. This schedule will be reviewed on an annual basis and may be changed, as necessary, by the Principal in consultation with the Board.

3. *Holidays/Commemorative Day*

School holidays will include New Year’s Day, Thanksgiving Day, and Christmas Day.

For those commemorative days that fall on a school day, the teachers and students will devote a portion of the day on each such day designated in I.C. § 73-108.

4. *Instructional Hours*

The Board will provide the minimum number of instructional hours for students at each grade level as follows:

Grades	Hours
K	450
1-3	810
4-8	900
9-12	990

5. *PIR Days*

Not more than twenty-two (22) hours may be utilized for in-service teacher activities. NVA is considering school wide in-service Monday mornings from 8:00 to 9:00 a.m.

6. *Records Management*

The Secretary and/or Clerk will be the custodian of records under the supervision of the Principal/Designee.

Personnel files and student files are confidential and will be disclosed only as provided in policy and/or by law. A record of persons examining/copying personnel files or student files, other than administrative staff, will be kept for each employment file and student file.

All public records will be provided to the public in accordance with the Family Educational Rights and Privacy Act (FERPA), laws of the State of Idaho, and NVA policy.

7. Non-Instructional Operations

Contractor License, Surety Bonds, and Insurance

The school may hire staff or contract with a service provider for services such as transportation, food service, accounting, business management, or other business or educational services. All contract service providers are required to have adequate limits of liability insurance as determined by the Board or other state requirement and will maintain the same throughout any contract period.

A list of all contracts identifying the party with whom NVA has contracted, the length of the contract, and the expenditures required by the contract must be submitted to the Authorized Chartering Entity for its review no later than thirty (30) days prior to the opening of school and thereafter, annually.

No contract will be let to any contractor who is not licensed as required by the laws of Idaho. Before any contract is awarded to any person, such person will furnish to NVA performance and payment bonds that will become binding upon award of the contract to a contractor as follows:

- a. Performance bonds in an amount not less than eighty five percent (85%) of the contract amount for the sole protection of NVA; and
- b. Payment bond in an amount less than eighty five percent (85%) of the contract amount for the protection of persons supplying labor or materials, or renting or otherwise supplying equipment to the contractor and/or his subcontractors in the prosecution of the work performed under the contract.

IV. Potential Civil Liability: Ref. Idaho Code § 33-5205(4) & 33-5204(4)

NVA will obtain its own liability insurance and insure its Board, employees, contents, equipment, and fixtures against injury, damage, or loss. Additionally, both the facility provider and NVA will insure their respective interests against damage and for liability exposures with minimum limits of liability of not less than \$1,000,000 per person, \$5,000,000 aggregate or such limits as imposed by the State requirement or as otherwise determined by the Board. All such insurance policies will name NVA as an additional insured and provide for at least ten (10) days written notice prior to cancellation. The facility provider and NVA will provide to each other certificates of insurance prior to the commencement date of facility occupancy evidencing such coverage.

Pursuant to Idaho Code § 33-5204(2), the Authorizing Chartering Entity shall have no liability for the acts, omissions, debts, or other obligations of NVA, except as may be provided in the Charter.

NVA will operate its business in conformance with all local, state and federal environmental laws.

Specific documentation of the above outlined requirements will be contained in the respective insurance policies negotiated with the insurance providers.

I. Educational Programs and Services

In all program areas and at all levels, NVA will assess student progress toward achieving learner goals and program area performance standards including: the content and data; the accomplishment of appropriate skills; the development of critical thinking and reasoning; and attitude. NVA will use assessment results to improve the education program, and use effective and appropriate tools for assessing such progress. This may include, but is not limited to: standardized tests; criterion-referenced tests; teacher-made tests; ongoing classroom evaluation; actual communication assessments such as writing, speaking, and listening assessments; samples of student work and/or narrative reports passed from grade to grade; samples of students' creative and/or performance work; and surveys of carry-over skills to other program areas and outside of school. This will accomplish NVA's goal for all students to meet, at a minimum, the standards established by the state.

NVA's Board and Principal will establish a school philosophy embraced by teachers, students, and parents that supports the belief that every student is valued and every student will succeed at a high level both socially and academically. The character education plan will result in a safe school infused with positive peer pressure, students who are ready to learn every day, and who possess the self-discipline needed to maximize the educational experiences of themselves and others.

Styles and rates of learning are taken into account, yet expectations for achievements are not compromised. Once again, when there is low threat of physical and/or emotional harm, and academic content is highly challenging, accelerated learning will take place, and the results will be outstanding!

II. Educational Thoroughness Standards

NVA will achieve the Thoroughness Standards (as defined in section 33-1612, Idaho Code) through its basic curriculum, which include character education, foreign language, music, and community, school, and family service projects.

A. Standard A

A safe environment conducive to learning is provided.

1. *Goal.* Maintain a positive, safe, and orderly teaching and learning environment that will promote student respect for themselves and others.

Each student has the right to come to school without fear of taunting, teasing, or violence. Each parent has the right to expect the school to provide a safe, supportive learning environment for his/her student. The philosophy of NVA is grounded in the belief that when there is low threat of physical or mental harm and curricular content is highly challenging,

accelerated learning takes place. NVA will create a safe environment with a unique curriculum that focuses on education while developing qualities such as kindness and tapping into each student's innate need to know boundaries while protecting their dignity.

2. *Objectives.* NVA will:

- a. Provide facilities that are inspected as required and adopt policies that meet all required city, county, state, and federal health, accessibility, safety, fire, and building codes for public schools to ensure the safety of students and staff.
- b. Establish, publish, and enforce policies that define acceptable and unacceptable behavior, including zero tolerance for weapons, violence, gangs, and use or sale of alcohol and drugs.
- c. Create an environment that encourages parents and other adults to visit the school and participate in the school's activities. There will be an advertised visitation day.
- d. Develop a staff/student handbook to provide rules and guidelines for physical safety. These guidelines will include, and not be limited to, the procedures for fire drills, reporting unsafe equipment, methods for checking students in and out of school, notification of parents' rights, and staff monitoring responsibilities.

B. Standard B

Educators are empowered to maintain classroom discipline. Each staff member has the right to teach without fear of violence, and students have the right to learn with the same privilege.

1. *Goal.* Create a positive teaching and learning environment with an emphasis on high expectations of performance and behavior.

The atmosphere created by our focus on kindness allows teachers to teach without fear of harassment from students, parents, and the public. In addition, teachers will enjoy a greater level of interaction with students as students will not be afraid to take academic risks, like asking or answering questions in front of peers because everyone feels safe and supported. Fear will not detract from teaching or learning. The result is a culture that is warm and friendly, filled with mutual respect, orderly, and free from chaos.

2. *Objectives.* NVA will:

- a. Develop a student handbook providing a code of conduct including clear expectations with consequences for unacceptable behavior, and a process for teachers to handle minor and major infractions in the classroom setting.
- b. Teach appropriate behaviors and foster responsible decision-making skills by using programs, which may include, Ron Clark's "Essential 55", "Excellent 11", and "Great Expectations".

- c. Establish and maintain rules to be used consistently throughout the school.

C. Standard C

The basic values of honesty, self-discipline, unselfishness, respect for authority, and the central importance of work are emphasized.

1. *Goal.* Offer opportunities for students to develop and express exemplary character traits in concert with the overall educational program.
2. *Objectives.* NVA will:
 - a. Emphasize the importance of adults modeling important values at school. This is done through expectation training in which teachers clearly illustrate and define what kindness looks like before students have a chance to be unkind. Daily procedures are designed to support the school's emphasis on kindness.
 - b. Help students build personal bonds and carry out responsibilities to one another and to the faculty and staff by providing opportunities for and strongly encouraging age-appropriate school and community service hours. Students who display kindness and good citizenship are given special recognition. This will develop a sense of community and service within the school and between the school and the larger community.
 - c. Evaluate and report service hours to student advisors because community service instills a sense of individual, social, and civic responsibility and enables the student to use newly-gained knowledge to solve community problems.

D. Standard D

The skills necessary to communicate effectively are taught.

1. *Goal.* Teach students a range of effective communication skills.
2. *Objectives.* NVA will:
 - a. Emphasize meaningful language experience in reading, writing, and spelling, enhanced by dramatization and memorization. This will be measured through weekly evaluations.
 - b. Provide an age-appropriate technology curriculum that supports development of a variety of communication skills, including written and verbal.
 - c. Provide instruction in a foreign language in grades K-8 as budget permits. Knowledge of a second language is essential in many occupations. In addition, knowledge of a second language boosts English proficiency, improves memory and self-discipline, and enhances verbal and problem-solving skills. Once NVA offers grades 9-12, students in those grades

will be highly encouraged to enroll in dual credit with other secondary and post-secondary institutions for advanced Spanish.

- d. Provide instruction in music, dance, and art as budget permits. Students will build skills needed for dual enrollment in these areas.

E. Standard E

A basic curriculum necessary to enable students to enter academic or professional-technical post-secondary educational programs is provided.

1. *Goal.* Develop an educated citizenry through a dynamic, interactive, academic program where pacing is driven by student capabilities rather than textbooks.

Students must be well grounded in the basics such as reading, writing, mathematics, science, and social studies.

2. *Objectives.* NVA will:

- a. Use the Idaho State Department of Education’s Standards as a starting point to be enhanced by the Core Knowledge® Sequence and other creative methods.
- b. Use a variety of methods to ensure student learning, including, but not limited to, the Core Knowledge® Sequence.
- c. Emphasize environmental responsibility by providing students with opportunities for voluntary, age-appropriate service opportunities. Service hours may be required in school organizations.
- d. Use field trips and career development discussions, particularly encouraging patriotism, as appropriate. (The school mascot is “Patriots.”)

F. Standard F

The skills necessary for the students to enter the workforce are taught.

1. *Goal.* Provide students with basic skills that prepare them for future employment.

By using learning tools such as computers, scientific equipment, and networks linked to local and nationwide resources, students learn how to be life-long learners and will be prepared to enter the workforce with a solid foundation of knowledge and skills. As NVA expands into grades 9-12, we will provide academies with class requirements and standards articulated with other secondary and post-secondary institutions, such as College of Southern Idaho, with whom we plan dual credit. (See Also, Tab 3, IV, F)

2. *Objectives.* NVA will:

- a. Provide a strong foundation in basic reading, writing, science, social studies, and computational skills.
- b. Provide a technology-rich environment, encouraging the effective use of technology as a tool in the workplace.
- c. Enable students to develop the following intellectual habits important in the work place: adapting to new situations and responding effectively to new information, solving problems, and locating and evaluating information from a variety of sources.

III. Educated Person: Ref. Idaho Code § 3305205(3)(a)

A. Definition of an “Educated Person”

NVA will provide an environment in which students can become an educated citizenry through a dynamic, interactive, academic program with a tempo set by student capabilities, not textbooks. Students will be competent in the basics, such as, reading, writing, math, science, and social studies. They will also have opportunities to become well-rounded learners with training in technology, fine arts, and foreign language.

NVA’s educational program will seek to provide an opportunity for each student to develop to his or her maximum potential. The objectives for the educational program are, among other things, to:

1. Foster self-discovery, self-awareness, and self-discipline;
2. Develop an awareness of and appreciation for cultural diversity;
3. Stimulate intellectual curiosity and growth;
4. Provide fundamental career concepts and skills;
5. Help the student develop sensitivity to the needs and values of others and respect for individual and group differences;
6. Help each student strive for excellence and instill a desire to reach the limit of his or her potential;
7. Develop the fundamental skills which will provide a basis for lifelong learning; and
8. Be free of any cultural, ethnic, sexual, or religious bias.

B. Methods of Instruction

All courses of instruction will comply with state statutes and the rules of the Idaho State Board of Education.

1. Traditional Face-to-Face Instruction

- a. Traditional face-to-face teaching means a course taught by a person who holds a certificate pursuant to Sections 33-1201 and 33-1207, Idaho Code, and where the students and teachers are not separated by distance or time.
- b. Teachers will be engaged in the act of face-to-face throughout the day using a variety of proven teaching techniques including: tactile, visual, kinesthetic, auditory, group, and independent approaches. By taking into account and addressing the varying developmental rates and learning modalities of the student population, it is possible through this direct-teaching and monitoring approach to keep curricula challenging and the expectations for learning high.

2. Blended Program: Ref. Idaho Code 33-5702(1) (See Also, Tab 10)

- a. "Blended program" participants must enroll in the minimum number of online courses required to meet the hourly ADA requirements for half-day attendance set forth by the Idaho State Department of Education, **and** will also be required to participate in courses and activities at school. There they will receive instruction in character education and take offered electives from NVA teachers. This instruction will be overseen and monitored by the Principal/Designee.
- b. All blended program students will be required to attend either the "Rise and Shine" ceremony for K-6 students or the "Above and Beyond" ceremony for 7-12 students. Students will arrive on time and in dress code for these events. All blended program students must participate in at least one whole school event per trimester.
- c. Blended program students will be invited to all whole school events, i.e., assemblies, field trips, academic fair, Christmas program, Spelling Bees, Geography Bees, etc.
- d. All blended program students are eligible to participate in NVA extracurricular activities.

IV. Curricular Emphasis

A. How Learning Best Occurs: Ref. 33-5205(3)(a)

The curriculum will reflect our belief that learning best occurs when:

1. Students are actively engaged in integrated and meaningful tasks;
2. Students see the connection between what they learn and the real world;
3. Students work individually and as members of a group;

4. Students, parents, and educators work together to identify academic and personal learning goals, support;
5. Students accept responsibility for learning as an intrinsic part of the educational program;
6. Students are supported by mentors and advocates;
7. All students have advanced learning opportunities;
8. Students see themselves as part of the community and find ways to serve the community;
9. Students are allowed to make mistakes in order to achieve success;
10. A positive and productive learning environment is provided; and
11. Students are given time to reflect on the value and purpose of what they learn.

The Board is responsible for curriculum adoption and must approve all significant changes, including the adoption of new textbooks and new courses, before such changes are made. The Principal and teachers are responsible for making curriculum recommendations. The curriculum will be designed to accomplish the learning objectives and goals for excellence consistent with NVA's educational philosophy, mission statement, objectives, and goals.

B. Core of Instruction

Instruction is inclusive of subject matter content and course offerings. Patterns of instructional organization will be determined by a qualified School Administrator and teaching team. NVA will assure students meet the school standards with the state standards as a minimum. This includes special instruction that allows Limited-English Proficient students to participate successfully in all aspects of the school's curriculum and keep up with other students in the standard education program. It also includes special learning opportunities for accelerated, learning disabled students, and students with other disabilities.

C. Remediation

Evaluation of progress assessment data could prompt additional help that could include in-class remediation, tutoring, or evaluation for Special Education services. Data indicators include, but are not limited to:

1. Not reaching grade level on state adopted standardized tests;
2. Reading below grade level as determined by IRI in grades K – 3; grades 4 – 12 teachers will use multiple sources of data such as classroom grades, fluency checks, comprehension checks, and/or computerized programs to determine a student's reading level; and/or

3. Failure to do math at grade level as determined by program assessments and/or on state adopted standardized tests.

D. Instructional Methodologies

All curriculum taught at NVA will be reviewed and approved by NVA's Board.

1. *Ron Clark's, "Essential 55"*

NVA may utilize Ron Clark's, "Essential 55," which among other things enables students to develop the following important life skills: accepting responsibility for personal decisions and actions; honesty, courage, and integrity; a healthy lifestyle; empathy, courtesy, and respect for differences among people; self-confidence; concentration and perseverance; responsible time management; assuming a fair share of the work load; and working cooperatively with others to reach group consensus. NVA will strongly encourage every parent to read the book. This will familiarize them with Clark's code of conduct and methodologies, which will be used by teachers.

2. *Great Expectations*

NVA will utilize *Great Expectations*, which is a professional development program that:

- a. provides teachers and administrators with the skills needed to create harmony and excitement within the school atmosphere;
- b. creates an infrastructure that promotes improved student self-esteem, attendance, discipline, and parent participation - all of which result in improved academic achievement; and
- c. is grounded in the belief that all students can learn, no matter what labels have been placed on them.

3. *Cowboy Ethics*

NVA may utilize *Cowboy Ethics*, by James P. Owens, which is a character education program that is dedicated to the belief that everyone needs a code or creed to live by:

- a. live each day with courage;
- b. take pride in your work;
- c. always finish what you start;
- d. do what has to be done;
- e. be tough, but fair;
- f. when you make a promise, keep it;
- g. ride for the brand;
- h. talk less and say more;

- i. remember that some things aren't for sale; and
- j. know where to draw the line.

4. *Blended Curriculum* (See Tab 10)

E. Instruction Courses

At appropriate grade levels, instruction will include, but not be limited to, the following:

1. Language Arts and Communication will include instruction in reading, writing, English, literature, technological applications, spelling, speech, and listening;
2. Mathematics will include instruction in addition, subtraction, multiplication, division, percentages, mathematical reasoning, and probability;
3. Science will include instruction in applied sciences, earth and space sciences, physical sciences, and life sciences; and
4. Social Studies will include instruction in history, government, geography, economics, current world affairs, citizenship, and sociology.

NVA may use the unique aspects of the Core Knowledge® Sequence to meet or exceed all Idaho State Standards and benchmarks.

The Core Knowledge® Sequence will expose students in each grade to a broad range of historical, scientific, and cultural topics that will build on one another to prepare them for later educational success. This wide array of subject matter will not only develop cultural literacy but also will build the strong vocabulary necessary for *true* reading comprehension.

Core Knowledge® tries to develop cultural literacy in a way that is systematic but leaves room for creativity for both teacher and student. This curriculum eliminates the gaps and repetition that characterize a curriculum in which textbooks and programs are selected more or less at random.

F. Grading Procedures

NVA students will be required to meet established academic standards and graduation requirements adopted by the Board, reference IDAPA 08.02.03.105. (See Tab 3, V, 5 and D. for grading procedures for students enrolled in Special or Alternative Programs.)

NVA will utilize a report card developed by the teachers and Principal to indicate growth as well as achievement. All NVA students will be evaluated on the same platform so parents will be able to detect whether their student is growing in each academic area throughout the year. Students with limited language will be gaining growth tools so their evaluation will typically reflect growth more than achievement.

G. Other Required Instruction

1. *Grades K-8*

- a. Other instruction
 - Fine Arts (art and music)
 - Health (wellness)
 - Physical Education (fitness)
- b. Additional instructional options as determined by NVA may include:
 - Foreign Language (Spanish)

2. *Plan for Dual Enrollment Participation*

Students enrolled in NVA will be allowed to participate in dual enrollment with traditional public schools as required by Idaho Code 33-203. Dual enrollment options will be subject to district procedures as allowed in Idaho Code 33-203(1).

Parents will be provided information concerning dual enrollment options and requirements. State funding of a dually enrolled student will be only to the extent of the student’s participation in the public school programs.

Dual enrollment will include the option of enrollment in a post-secondary institution. Any credits earned from the accredited post-secondary institution will be credited toward graduation requirements as outlined in NVA Board Policy.

3. *Secondary Curriculum (Grades 7-12)* The secondary curriculum is composed of college-prep required classes and elective classes.

- a. Sample Schedule of Required and Elective Class Offerings by Grade

Sample Freshman Schedule	Sample Sophomore Schedule
English 1	English 2
Appropriate Math or Algebra II	Appropriate Math or Geometry
Physical Science	Biology/Anatomy
World Cultures	History I
Business Communications/Speech/ Humanities	Health/PE/Humanities
<i>Elective (See Table Below)</i>	<i>Elective (See Table Below)</i>
Sample Junior Schedule	Sample Senior Schedule
English 3 or English 101	English 4 or English 102
Appropriate Math or College Algebra	Appropriate Math or College Algebra
Chemistry or Appropriate Science	Appropriate Science
History II	American Government
<i>Elective</i>	Economics
	Senior Project

Dual Credit Elective Classes in association with College of Southern Idaho (CSI) and/or Idaho Digital Learning Academy (IDLA)	
Academic:	Tech Prep:
English 101	Introduction to Painting
English 102	Introduction to Drawing
College Algebra	Co-op Ag
Government	Co-op Business Ed.
Economics	Co-op FAMCS
Accounting	Computer Applications
Spanish	PC Troubleshooting
IDLA	Photoshop

b. North Valley Academy Required Graduation Credits
(which exceed State of Idaho Graduation Requirements)

English (including Speech).....	8
Science	8
Mathematics.....	8
Social Science.....	6
Humanities.....	2
Health	1
Electives	13

(Coursework must include senior project and speech requirements. Highly recommend two (2) credits in computer operation.)

Total North Valley Academy Credits at Graduation46

GPA of 60% on a 100% scale to receive a diploma
Pass 10th grade ISAT

All North Valley Academy secondary students are required to attend school full-time, unless dually enrolled as allowed by statute. Full-time attendance can be accomplished through physically attending the school for face-to-face instruction or participation in the blended program, which is a combination of online courses **and** courses at school.

North Valley Academy will require incorporation of heroes in the state-mandated senior project. The project will be completed independently and in coordination with student senior classes.

All North Valley Academy secondary students will take the state-mandated college entrance exams.

d. Number of credits available in dual-credit classes in association with College of Southern Idaho (CSI) and/or Idaho Digital Learning Academy (IDLA)

Tab 3: Educational Programs and Goals

Academic:		Tech Prep:	
English 101	3	Introduction to Painting	1
English 102	3	Introduction to Drawing	1
College Algebra	3-5	Computer Applications	1
Government	3	PC Troubleshooting	1
Economics	3	Photoshop	1
Accounting	3-4		
Spanish	4-8		
TOTAL NUMBER OF POSSIBLE CREDITS	22-29	TOTAL NUMBER OF POSSIBLE CREDITS	5

*This is the standard toward which NVA will be working. However, NVA recognizes students will need to be given the necessary instructional time in order to achieve this standard. NVA plans to “grow” our students into this standard.

H. Alternative Credit Options (See Also, Tab 10)

In addition to regular classroom-based instruction, students may earn credit through the following means:

1. *Blended Program Courses* (See Tab 10)
2. *Correspondence Courses*

NVA will permit a student to enroll in an approved correspondence course from an institution approved by the Idaho State Department of Education, in order that such a student may include a greater variety of learning experiences within the student’s educational program.

High school students may earn, through correspondence, a maximum number of units of academic credit to be applied toward graduation requirements.

Only courses offered by institutions recognized by the Board will be accepted. The express approval of the Principal/Designee will be obtained before the course is taken.

Credit for correspondence courses may be granted provided the following requirements are met:

- a. prior permission has been granted by the Principal/Designee; and
- b. the program fits the education plan submitted by the regularly enrolled student.

An official record of the final grade must be received by the school before a diploma may be issued to the student.

Provision of educational programs and services such as HIV/AIDS education, family life/sex education, occupational education, driver education, guidance and counseling services, summer

school programs, parent education programs, social work, and psychological services will be identified based on need. The Board, Principal, and staff will work together to determine the need for, and estimated cost and value of the above programs. These programs will be provided as required by Idaho Code §33-1612 and the rules governing thoroughness at IDAPA 08.02.030.

V. Special or Alternative Programs: Ref. Idaho Code § 33-5205(3)(q)

A. Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation, (Section 504), and the American's with Disabilities Act (ADA)

NVA provides a Special Education Program in accordance with federal and state regulations and guidelines. Specifically, NVA adopts and complies with the current *Idaho Special Education Manual* from the State Department of Education. To the best of our knowledge this manual reflects IDEA guidelines and Special Education Best Practices. The NVA Special Education administrator will be the IDEA, Section 504, and ADA Compliance Officer.

NVA will to ensure that students who are disabled within the definition of IDEA, Section 504, and ADA are identified, evaluated and provided with appropriate educational services. For those students who need or are believed to need special instruction and/or related services under IDEA, Section 504, and ADA, NVA will establish and implement a system of procedural safeguards. The safeguards will cover students' identification, evaluation, and educational placement. This system will include: notice, an opportunity for the student's parent to examine relevant records, an impartial hearing with opportunity for participation by the student's parent, and a review procedure.

1. *Terminology*

NVA has identified the following terms as specific to this section and important for clarity to avoid confusion and incorrect use of terms in this elementary and secondary school context:

Accommodation: a term correctly used in the context of public accommodations and facilities; an individual with a disability may not be excluded, denied services, segregated or otherwise treated differently than other individuals by a public accommodation or commercial facility; (term is not to be confused with "reasonable accommodation," discussed below).

Equal access: equal opportunity of a qualified person with a disability to participate in or benefit from educational aids, benefits, or services.

Free and appropriate public education (FAPE): a term used in the elementary and secondary school context; refers to the provision of regular or special education and related aids and services that are designed to meet individual educational needs of students with disabilities as adequately as the needs of students without disabilities are met and is based upon adherence to procedures that satisfy the IDEA, Section 504, and ADA requirements pertaining to educational setting, evaluation and placement, and procedural safeguards.

Placement: a term used in the elementary and secondary school context; refers to regular and/or special educational program in which a student receives educational and/or related services.

Reasonable accommodation: a term used in the employment context to refer to modifications or adjustments employers make to a job application process, the work environment, the manner or circumstances under which the position held or desired is customarily performed, or that enable a covered entity's employee with a disability to enjoy equal benefits and privileges of employment; this term is sometimes used incorrectly to refer to related aids and services in the elementary and secondary school context.

Related services: a term used in the elementary and secondary school context to refer to developmental, corrective, and other supportive services, including psychological, counseling and medical diagnostic services and transportation.

2. Eligibility

NVA will provide a free and appropriate public education (FAPE) to qualified students who have a physical or mental impairment that substantially limits one or more major life activities.

A free and appropriate public education will consist of regular or special education and related aids and services designed to meet the individual educational needs of students with disabilities as adequately as the needs of students without disabilities are met.

“Qualified students with a disability” for whom NVA will provide these services are students with a disability who are: of an age at which students without disabilities are provided elementary and secondary educational services; of an age at which it is mandatory under state law to provide elementary and secondary educational services to students with disabilities; or a student to whom a state is required to provide a free appropriate public education under the Individuals with Disabilities Education Act (IDEA).

A certified special education teacher will be responsible to monitor Individual Education Plans (IEPs) and supervise the implementation as written. The special education teacher, or an educational assistant under his/her supervision, will provide services in an inclusion or a pullout model depending on the degree of intervention necessary to meet the student’s needs. The special education teacher will consult with the general education staff to utilize effective classroom interventions, adaptations, and modifications.

Student’s protected under IDEA, Section 504, and ADA will be determined to: 1) have a physical or mental impairment that substantially limits one or more major life activities; 2) have a record of such impairment; or 3) be regarded as having such impairment. The determination of whether a student has a physical or mental impairment that substantially limits a major life activity will be made on the basis of an individual inquiry.

The definition of a physical or mental impairment, as defined in the Section 504 regulation, at 34 C.F.R. 104.3(j)(2)(i), is any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological;

musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

NVA will also consider a student's use of mitigating measures in determining whether the student is substantially limited in a major life activity. Examples of "mitigating measures" include corrective eyeglasses and medications. Major life activities, as defined in the Section 504 regulation at 34 C.F.R. 104.3(j)(2)(ii), include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

3. *Evaluation*

NVA will utilize evaluative procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need special education and/or related services because of disability that ensure students are not misclassified, unnecessarily labeled as having a disability, or incorrectly placed, based on inappropriate selection, administration, or interpretation of evaluation materials.

NVA will conduct periodic re-evaluations at three-year intervals or more frequently if conditions warrant, such as prior to a significant change of placement, or if the student's parent or teacher requests a re-evaluation. Changes considered significant by NVA include, but are not limited to, exclusion from the educational program for more than 10 school days, transfer of a student from one type of program to another, or terminating or significantly reducing a related service.

NVA will obtain written parental consent for initial evaluations. Pursuant to Section 504 regulation, 34 C.F.R. 104.35(b), NVA will individually evaluate a student before classifying the student as having a disability or providing the student with special education. The determination of substantial limitation will be made on a case-by-case basis with respect to each individual student, in accordance with Section 504 regulation, at 34 C.F.R. 104.35 (c).

A temporary impairment does not constitute a disability for purposes of Section 504 unless its severity is such that it results in a substantial limitation of one or more major life activities for an extended period of time. The issue of whether a temporary impairment is substantial enough to be a disability will be resolved on a case-by-case basis, taking into consideration both the duration (or expected duration) of the impairment and the extent to which it actually limits a major life activity of the student.

Tests used by NVA for the determination of eligibility for services under IDEA, Section 504, and ADA will be selected and administered so as best to ensure that the test results accurately reflect the student's aptitude or achievement or other factor being measured rather than reflect the student's disability, except where those are the factors being measured. NVA will also utilize tests and other evaluation materials including those tailored to evaluate the specific areas of educational need and not merely those designed to provide a single intelligence quotient. The tests and other evaluation materials will be validated for the specific purpose for which they are used and appropriately administered by trained personnel.

The amount of information required will be determined by a multi-disciplinary committee appointed by NVA to evaluate the student. Said committee will be in compliance with the IDEA regarding the group of persons present when an evaluation or placement decision is made, including persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.

A physician's medical diagnosis may be considered among other sources in evaluating a student with a disability or believed to have a disability which substantially limits a major life activity. Other sources that will be considered, along with the medical diagnosis, include, but are not limited to: outside independent evaluation, if available; aptitude and achievement tests; teacher recommendations; physical condition; social and cultural background; and adaptive behavior.

Information from all sources will be documented and considered by the committee members. The weight of the information will be determined by the committee given the student's individual circumstances. NVA forbids committee members to evaluate a student suspected of having a disability by relying on presumptions and stereotypes regarding persons with disabilities or classes of such persons.

The committee members will make a recommendation to the Principal/Designee. The Principal/Designee will review the recommendation. The Board may be consulted if questions arise such as implementation. The Principal/Designee will notify the student's parent within 15 days of receipt of the committee's recommendation.

Upon request, the parent of the student will be allowed to examine all relevant records relating to the student's education and the school's identification, evaluation and/or placement decision;

If parents disagree with the determination, a request for a due process hearing may be made.

4. *Impartial Due Process Hearing*

- a. If the parent of a student who qualifies under IDEA, Section 504, or ADA for special instruction or related services disagree with a decision of NVA with respect to: (1) the identification of the student as qualifying for IDEA, Section 504, or ADA; (2) NVA's evaluation of the student; and/or (3) the educational placement of the student, the parents of the student are entitled to certain procedural safeguards. The student will remain in his/her current placement until the matter has been resolved through the process set forth herein.
- b. The parent of the student may make a request in writing for an impartial due process hearing. The written request for an impartial due process hearing will identify with specificity the areas in which the parents are in disagreement with NVA;
- c. Upon receipt of a written request for an impartial due process hearing, a copy of the written request will be forwarded to all interested parties within three (3) business days of receipt of the same;

- d. Within ten (10) days of receipt of a written request for an impartial due process hearing, NVA will select and appoint an impartial hearing officer that has no professional or personal interest in the matter. In that regard, NVA may select a hearing officer from the list of special education hearing examiners available at the Office of Public Instruction, the county superintendent or any other person that will conduct the hearing in an impartial and fair manner;
- e. Once NVA has selected an impartial hearing officer, NVA will provide the parent and all other interested parties with notice of the person selected;
- f. Within five (5) days of NVA's selection of a hearing officer, a pre-hearing conference will be scheduled to set a date and time for a hearing, identify the issues to be heard and stipulate to undisputed facts to narrow the contested factual issues;
- g. The hearing officer will in writing notify all parties of the date, time and location of the due process hearing;
- h. At any time prior to the hearing, the parties may mutually agree to submit the matter to mediation. A mediator may be selected from the Office of Public Instruction's list of trained mediators;
- i. At the hearing, NVA and the parent may be represented by counsel;
- j. The hearing will be conducted in an informal but orderly manner. Either party may request that the hearing be recorded. Should either party request that the hearing be recorded, it will be recorded using either appropriately equipped or a court-reporter. NVA will be allowed to present its case first. Thereafter the parent will be allowed to present its case. Witnesses may be called to testify and documentary evidence may be admitted, however, witnesses will not be subject to cross-examination and the Idaho Rules of Evidence will not apply. The hearing officer will make all decisions relating the relevancy of all evidence intended to be presented by the parties. Once all evidence has been received the hearing officer will close the hearing. The hearing officer may request that both parties submit proposed findings of fact, conclusions and decision;
- k. Within twenty (20) days of the hearing, the hearing examiner should issue a written report of his/her decision to the parties;
- l. Appeals may be taken as provided by law. The parent may contact the Office of Civil Rights, 1244 Speer Blvd., Suite 310, Denver, Colorado 80204-3582, (303) 844-5695 or 5696.

5. *Grading Procedures for Special Education Students*

Students on an IEP will receive grades according to criteria set forth in Chapter 7 of *Idaho Special Education Manual*:

- a. Grades cannot be modified on the basis of special education status alone.
- b. Nondiscriminatory titles may be used for classes, report cards, and transcripts to designate adaptations or accommodations in general education classes.
- c. The provisions of adaptations or accommodations will be spelled out in the student's IEP.
- d. Collaborative grading between general education teachers and special education teachers will be encouraged and considered appropriate. The grading procedure will be spelled out in the IEP.
- e. Kindergarten through eighth-grade report cards may have asterisks or other identification stating the class was from special services, (i.e., resource room, enrichment class, speech therapy, etc.)

6. *Disciplinary Procedures for Special Education Students*

The discipline procedures adopted in the *Idaho Special Education Manual* will be utilized in disciplinary matters for students with disabilities attending NVA. These adopted policies and procedures will meet the requirements of IDEA, Section 504, and ADA.

B. Title I Parent Involvement

The parents of students identified to participate in Title I programs will receive from the school Principal/Designee and Title I staff an explanation of the reasons supporting each student's selection for the program, a set of objectives to be addressed, and a description of the services to be provided. Opportunities will be provided for the parents to meet with the classroom and Title I teachers to discuss their student's progress. Parents will also receive guidance as to how they can assist at home in the education of their students.

NVA endorses the parent involvement goals of Title I and encourages the regular participation of parents of Title I eligible students in all aspects of the program. The education of students is viewed as a cooperative effort among the parents, school, and community.

Pursuant to federal law NVA will develop jointly with, agree upon with, and distribute to parents of students participating in the Title I program a written parent involvement policy.

NVA parents will be notified at the beginning of the school year if the school is identified for Title I school improvement, the reasons for that designation, how the school is addressing the achievement problem, how parents can help address the problem, and the option they have as parents to transfer their student to another public school with transportation provided.

At the required annual meeting of Title I parents, parents will have opportunities to participate in the design, development, operation, and evaluation of the program for the next school year. Proposed activities to fulfill the requirements necessary to address the requirements of parental-involvement goals will be presented.

1. *Meetings*

In addition to the required annual meeting, at least three (3) additional meetings will be held at various times of the day and/or evening for parents of students participating in the Title I program. These meetings will be used to provide parents with:

- a. Information about programs provided under Title I;
- b. A description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet;
- c. Opportunities to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their students; and
- d. The opportunity to bring parent comments, if they are dissatisfied with the school's Title I program, to NVA level.

Title I funding, if sufficient, may be used to facilitate parent attendance at meetings, through payment of transportation and childcare costs.

2. *School-Parent Compact*

NVA will use Title I funds primarily at the elementary level, and will develop jointly with parents of students served in the program a "School-Parent Compact" outlining the manner in which parents, school staff, and students share the responsibility for improved student academic achievement in meeting state standards. The "School-Parent Compact" will:

- a. Describe the school's responsibility to provide high quality curriculum and instruction in a supportive and effective learning environment enabling students in the Title I program to meet the state's academic achievement standards;
- b. Indicate the ways in which each parent will be responsible for supporting their student's learning, such as monitoring attendance, homework completion, and television watching; volunteering in the classroom; and participating, as appropriate, in decisions related to their student's education and positive use of extracurricular time; and
- c. Address the importance of parent-teacher communication on an ongoing basis with, at minimum, parent-teacher conferences, frequent reports to parents, and reasonable access to staff.

3. *Guidelines and Responsibilities*

In order to achieve the level of Title I parent involvement desired by Charter School policy on this topic, these procedures guide the development of each school's annual plan designed to foster a cooperative effort among parents, school, and community.

- a. Guidelines

Parent involvement activities developed through every grade level will include opportunities for:

- i. Volunteering;
- ii. Parent education;
- iii. Home support for the student's education; and
- iv. Parent participation in school decision making.

The school system will provide opportunities for professional development and resources for staff and parents/community regarding effective parent involvement practices.

b. Roles and Responsibilities

i. Parents. It is the responsibility of the Title I parents to:

- 1) Actively communicate with school staff;
- 2) Be aware of rules and regulations of school;
- 3) Take an active role in the student's education by reinforcing at home the skills and knowledge the student has learned in school; and
- 4) Utilize opportunities for participation in school activities.

ii. Staff. It is the responsibility of staff to:

- 1) Develop and implement a school plan for parent involvement;
- 2) Promote and encourage parent involvement activities;
- 3) Effectively and actively communicate with all parents about skills, knowledge, and attributes students are learning in school and suggestions for reinforcement;
- 4) Send information to parents of Title I students in a format and, to the extent practicable, in a language the parents can understand.

iii. Community. Community members who volunteer in the schools have the responsibility to:

- 1) Be aware of rules and regulations of the school;
- 2) Utilize opportunities for participation in school activities.

ix. Administration

It is the responsibility of the administration to:

- 1) Facilitate and implement the Title I Parent Involvement Policy and Plan;
- 2) Provide training and space for parent involvement activities;
- 3) Provide resources to support successful parent involvement practices;
- 4) Provide in-service education to staff regarding the value and use of contributions of parents and how to communicate and work with parents as equal partners;

- 5) Send information to parents of Title I students in a format and, to the extent practicable, in a language the parents can understand.

C. Gifted and Talented Program: Ref. Idaho Code § 33-2003

Section 33-2001, Idaho Code describes gifted/talented students as "...those students who are identified as possessing demonstrated or potential abilities that give evidence of high performing capabilities in intellectual, creative, specific academic, or leadership areas, or ability in the performing or visual arts and who require services or activities not ordinarily provided by the school in order to fully develop such capabilities." All public schools, including charter schools, must identify and serve gifted/talented students.

By law, NVA is required to provide for special instructional needs of gifted and talented students enrolled in NVA. The Board, in conjunction with the Principal and staff, will develop the State required plan for NVA's gifted/talented program. The Plan will include a philosophy statement, definition of giftedness, program goals, program options, identification procedures and a program evaluation. NVA's initial plan will be submitted to the Department of Education. Pursuant to State Board mandate, the Plan will be updated every three (3) years.

The Board designates the Principal to be responsible for development, supervision and implementation of NVA's gifted and talented program. Such program will include, but not be limited to, the following:

1. Expansion of academic attainments and intellectual skills;
2. Stimulation of intellectual curiosity, independence and responsibility;
3. Development of a positive attitude toward self and others; and
4. Development of originality and creativity.

The Principal/Designee will establish procedures consistent with state guidelines for screening, nominating, assessing, and selecting students of demonstrated achievement, or potential ability in terms of general intellectual ability and academic aptitude.

D. Limited-English Proficiency (LEP) Program

NVA anticipates an enrollment ranging from 240-442 students. The ethnic minority in Gooding County, and consequently NVA is Hispanic. NVA anticipates limited-English proficient (LEP) students to make up 10-20% of total enrollment.

For program details, please see NVA's LEP Program, Appendix P.

TAB 4: MEASUREMENT OF STUDENT PROGRESS

I. Measurable Student Educational Standards: Ref. Idaho Code § 33-5205(3)(b)

NVA's goal is to accomplish these educational standards annually:

A. Standard 1

Students at NVA enrolled continuously from the beginning of the school year, will show annual academic improvement as measured by:

1. 70% of K – 3 students will receive a score of proficient or better as measured by the Idaho Reading Indicator.
2. 70% of students will receive a score of proficient or above in all required subjects as measured by the Idaho Standards Achievement Test (ISAT).
3. 75% of students will achieve satisfactory or above in core subjects on academic progress reports as measured by teacher developed classroom assessment tools, such as, but not limited to culminating portfolios, assignments, quizzes and tests. Tools will be an ongoing development starting the first day of school. When NVA is fully staffed, every teacher will meet with his/her colleagues in the grade below and the grade above to align expectations. Established standards will be reviewed and aligned with the curriculum to ensure teachers are preparing students for success at the next grade level, i.e., kindergarten teaches to first grade and above, first grade teaches to second grade and above, etc. Staff will also review student accomplishment records to direct their teaching efforts most effectively.

B. Standard 2

Ninety-five percent (95%) of all students, K-12, will develop and maintain a career portfolio.

1. *Completion/progress monitoring benchmarks are:*
 - a. All students will achieve satisfactory status or above for their grade appropriate portfolio based on rubrics developed by teaching staff. The rubric for the first grading period will be completed prior to the commencement of the first grading period. The rubric for the second grading period will be developed during the first grading period, and so on. The resulting rubric will be re-evaluated and updated at the conclusion of each academic year to ensure the highest level of academic excellence.
 - b. All eighth-grade students will develop an educational plan including a four year high school and a four year post high school career/education plan as part of their career portfolio.

- c. Portfolio pieces may include, but not be limited to grade appropriate pictures, interviews, reports, journal pages, speeches, biographies, internships, plans, and college/career investigations. Development of the carrier portfolio will be directed by a teacher/advisor and reviewed by the parents.

C. Standard 3

Ninety-five percent (95%) of students currently enrolled at NVA in grades 11 and 12 will participate in the ACT and Compass tests. Seventy-five percent (75%) of students who complete the ACT and Compass tests will score 20 or higher on the ACT and will meet or exceed the college entrance cut-off established by College of Southern Idaho (CSI) for the Compass Test.

II. Measurable Student Progress: Ref. Idaho Code § 33-5205(3)(c)

A. Mastery Level

We will meet the goals identified in this Charter petition by 2012 when 75% of students:

1. Score at levels considered proficient or above on standardized tests after a period of two consecutive academic years at NVA.
2. Read by third grade at the level considered proficient or above as measured by Idaho Reading Indicator (IRI).
3. Produce work that depicts acquired, integrated, extended, refined and meaningful utilization of information as measured by required State IRI and ISAT assessments.
4. Reflect positive growth on the parent surveys done yearly on the student's attitudes and habits toward, but not limited to, work ethic, honesty, taking responsibility, self-confidence, knowledge, etc.
5. Reflect positive growth on self-assessment surveys done yearly on attitudes and habits toward task performance.

B. Achievement of Assessments

Seventy-five percent (75%) of students in attendance at NVA will be expected to improve their personal scores in all aspects of the following assessments, which will ultimately improve NVA's overall scoring:

Idaho Reading Assessment, Grades K- 3
ACT - 11, 12
ISAT assessment, Grades 2-10

III. Standardized Testing: Ref. Idaho Code § 33-5205(3)(d)

A. Statewide Assessments

The students at NVA will be evaluated using the same standardized tests as other Idaho public school students.

B. Additional Assessments

Additional yearly assessment tools may be required as determined by the NVA Board.

C. Reporting of Student Test Results

Staff will report results of the following student tests to the school counselor who will compile a report to be presented to the Principal/Designee:

1. Individual student progress
2. Grade level/school composite scores
3. Year-to-year comparative results by subject
4. Comparative results between NVA, state, and national averages

D. Annual Reports to Idaho State Board of Education and Authorized Chartering Entity

Annual reports will be made to the Idaho State Board of Education and Authorized Chartering Entity, providing formative and summative data to demonstrate that the school is meeting all the performance standards prescribed by the State and other standards still under construction. This data can include emerging Idaho State Department of Education standards, benchmarks and/or NVA-developed criteria.

IV. Middle Level Credit System (IDAPA 08.02.03.107)

North Valley Academy developed and adopted a policy that addresses the following:

A. Credit Requirements

NVA shall require students to attain a minimum of eighty percent (80%) of the total credits attempted before the student will be eligible for promotion to the next grade level. NVA's credit system shall require a student to attain, at a minimum, a portion of the total credits attempted in each area in which credits are attempted except for areas in which instruction is less than a school year before the student will be eligible for promotion to the next grade level.

B. Credit Recovery

A student who does not meet the minimum requirements of the credit system shall be given an opportunity to recover credits or complete an alternate mechanism in order to become eligible for promotion to next grade level.

C. Alternate Mechanism

NVA may establish an alternate mechanism to determine eligibility for grade level promotion. The alternate mechanism shall require a student to demonstrate proficiency of the appropriate content standards. All mechanisms established and used by NVA to demonstrate proficiency will be forwarded to the State Department of Education. Alternate mechanisms will be re-submitted to the Department when changes are made to the mechanism.

D. Attendance

Attendance shall be an element included in the credit system, alternate mechanism or both.

E. Special Education Students

The Individualized Education Program (IEP) team for a student who is eligible for special education services under the Individuals with Disabilities Education Improvement Act may, establish alternate requirements or accommodations to credit requirements as are deemed necessary for the student to become eligible for promotion to the next grade level.

F. Limited English Proficient (LEP) Students

The Educational Learning Plan (ELP) team for a Limited English Proficient (LEP) students, as defined in Subsection 112.04.d.iv. may, establish alternate requirements or accommodations to credit requirements as deemed necessary for the student to become eligible for promotion to the next grade level.

V. Accreditation: Ref. Idaho Code § 33-5205(3)(e) and 33-5210(4)(b)

A. State Accreditation of Charter School

NVA will be accredited through the State of Idaho as set forth by the rules and regulations of the Idaho State Board of Education. Update: NVA was accredited in 2008 per Northwest Accreditation Standards. Accreditation is updated and renewed annually.

B. Accreditation Standards

The Board will comply with all accreditation standards established by the Idaho State Board of Education. NVA will use one or more of the following standards as required by law:

1. Idaho Elementary/Secondary Accreditation Standards, dated October 17, 1996
2. Northwest Accreditation Standards
3. Idaho School Accreditation School Improvement Model

C. Accreditation Reports

NVA will submit all accreditation reports to the Elementary/Secondary Accreditation Committee in a timely manner.

VI. “No Child Left Behind” (NCLB)

Student learning is the primary focus for NVA. A Strategic Plan will be in place as part of our accreditation process with the State of Idaho. The Strategic Plan will be developed by the NVA Board, Principal, and staff representatives. The plan will outline, by year, educational steps including needed remediation for all educational goals identified. Explicit curriculum and procedures will be included in the Strategic Plan.

Plan for Improvement per NCLB

Should it be determined through our measurement systems that learning is being compromised, steps will be taken by the Principal and the Board to identify and target school and individual needs. A comprehensive plan of improvement will be developed that will examine curriculum, time on task, teaching instruction, and other important processes that affect student learning.

I. Description of Governance Structure

A. Governing Body

The Governing Body consists of Directors elected or appointed as set forth in the corporate bylaws section 4.3. The number of Directors constituting the Board of the Corporation will be not less than five (5) or more than seven (7) Directors. The function of the Board can be described as policy making and evaluating. The Board will have further duty of directing the financial means by which the educational program is conducted. They will also ensure that the community be informed of the needs, purposes, values, and status of NVA. The Board has ultimate responsibility for the fulfillment of the commitments in this charter and compliance with statute and administrative rule.

During the initial year of operation, the Board will be comprised of at least the following positions: chairman, vice-chairman, secretary, and treasurer. The responsibilities of these positions are outlined in the Corporate Bylaws.

The Board will be determined through elections as outlined in the Corporate Bylaws. The Corporate principals will remain the same unless the Articles of Incorporation are amended through the Idaho Secretary of State's office.

B. Liability

Upon approval, NVA will be liable for all acts, omissions, debts or other obligations. To the fullest extent permitted by law, NVA will defend, hold harmless and indemnify the State of Idaho, Idaho State Board of Education, State Charter School Commission, against any claim, action, loss, damage, injury liability, cost or expense of any kind or nature, including, but not limited to, attorney's fees and court costs, arising out of the operation of NVA and/or arising out of the acts or omissions of the agents, employees or contractors of NVA.

Upon approval, NVA will secure and maintain insurance for liability, errors and omissions, and property loss. Pursuant to Idaho Code § 33-5204(2), the Authorized Chartering Entity has no liability for the acts, omissions, debts, or other obligations of this public charter school. NVA may sue or be sued, purchase, receive, hold and convey real and personal property for school purposes, and borrow money for such purposes, to the same extent and on the same condition as a public school district. All employees, directors and officers will enjoy the same immunities as employees, directors and officers of traditional public schools.

II. Parental Involvement: Ref. Idaho Code § 33-5205(3)(f)

The Board will establish policies to ensure parental involvement. These requirements will not require the payment of tuition or mandatory service requirements, but will include requirements for parental participation in enrollment procedures, school policy recommendation, and student

discipline. NVA is a public school of choice and parents who choose this school for their students are agreeing to abide by the policies of the school.

The Board will establish or recognize an official Parent-Faculty Association (PFA). All parents of students enrolled in the North Valley Academy charter school and full-time faculty will be members of the PFA. Officers of that committee will be elected annually by the members according to policy to be set by resolution of the Board. The PFA will be authorized to make recommendations regarding any aspect of the school. The PFA will assist and counsel the Board in the creation, implementation, and evaluation of school policy.

III. Annual Financial and Programmatic Audits: Ref. Idaho Code § 33-5205(3)(k) and 33-5206(7) and 33-5210(3)

NVA will contract to conduct an annual financial audit as defined in Idaho Code 33-701 subsection 6. The audit will be a full and complete audit conducted yearly by a qualified and independent CPA chosen by the Board and contracted by the school. Appropriate financial statements will be prepared throughout the year and presented at the audit. The audit will be conducted in accordance with generally accepted auditing standards. The audit will be included in an annual report to the Authorized Chartering Entity, after approval by the Board, and submitted no later than October 15.

During the March or April Board meeting, NVA's Board, with assistance from the Principal, will appoint a committee consisting of least one Board member, the Principal, one teacher, two NVA parents, and one person at large (not affiliated with NVA) who will conduct a programmatic audit each year targeting the parameters of this petition. The audit will be conducted as required by section 33-5205(3)(k), Idaho Code, and the conclusions will be reported to the Authorized Chartering Entity with suggestions for policy and program changes intended to improve the educational services provided to the students.

The programmatic audit report will also be included in an annual report to the Authorized Chartering Entity and submitted no later than October 15.

TAB 6: EMPLOYEES: Ref. Idaho Code § 33-5204A(1), 33-5205(3)(g), 33-5210(4)(a)

I. Employee Qualifications

A. General Qualifications and Practices

NVA's staff will meet or exceed qualifications required by state law, including the following:

1. All individuals to be employed by NVA will possess the personal characteristics, knowledge base, and successful experiences necessary for meeting the requirements of this Charter.
2. Administrative and instructional staff will be certified teachers, or a waiver or another limited certification option will be obtained as provided by rules of the Idaho State Board of Education. All instructional staff will be highly qualified as required by the "No Child Left Behind Act."
3. NVA will follow the same personnel practices as are required by the Idaho Code. This will include supervision, evaluation, and dismissal as detailed by the Idaho Code.
4. Those required by Idaho Code § 33-5210(4)(d), 33-130, & 33-512 and others the Board or Administrator require will undergo State of Idaho criminal background checks including the FBI finger-printing checks.
5. Teachers will be evaluated according to the procedures outlined in Idaho Code § 33-513. The Parent Committee may make recommendations regarding teacher and/or administrator evaluations.
6. The school will employ as many teachers as course loads demand and as qualified applicants are available. All staffing decisions will be made with the needs of the students being the highest priority.
7. Student/Teacher ratios will be recommended by the Administrator or Parent Committee and subject to Board approval. Student/Teachers ratios established may require the Board to hire additional staff to ensure adequate services or dismiss staff members to ensure fiscal responsibility.
8. An experienced Clerk of the Board will be hired to be responsible for payroll, data entry, and records management.

II. Professional Development

A. General Trainings

A series of professional and in-house professional development sessions will be conducted to train personnel in the unique aspects of NVA. Training may include, but is not limited to:

- a. Instructional models methodology to insure the consistency of instruction
- b. The systems approach to school climate
- c. The Math Concept Board
- d. Language Arts
- e. Vocabulary
- f. Expectations training
- g. Classroom pacing
- h. Rules and Reasons – Student Behavior Plans
- i. Memorization and dramatization
- j. Citizen of the Week/Citizen of the Month
- k. Hall of Fame
- l. Homework
- m. Utilizing parent volunteers
- n. Effective use of educational assistants
- o. Modeling as a staff
- p. Capturing teaching time

B. Learning Management System (LMS) Training (See Appendix AH)

NVA staff will be attending a training on June 15, 2011, to learn the BrainHoney system that will replace Moodle as the learning management system used to present course content online. The LMS training and operation will be facilitated by Idaho Digital Learning Academy (IDLA). IDLA will maintain the pre-packaged courses students will use. The NVA tech person will manage/update the software. The annual seat license will be funded by NVA from M&O.

NVA has incorporated professional development into the “Merit Pay Policy” by requiring all teachers to teach a professional development course to the other staff members as the leadership piece of the upcoming merit pay section of the Students Come First program. NVA is beginning this year by hiring IDLA to teach all teachers to use our new LMS “Brain Honey.”

Hardware or network support for homebound students will be offered by the provider first, and NVA staff second. NVA will not provide any hardware for students participating in the NVA blended program courses at home. (See Also, Tab 10)

III. Standards for Teachers of Online Courses (See Also, Tab 10)

Teachers of online courses will be trained to meet the ten standards as recommended by the State Board of Education as well as being Idaho Certified teachers. (Onsite teachers who will be teaching or supervising delivery of online courses will be trained to meet the ten standards identified by the State Board of Education as needed.) Teachers will either take professional development which addresses the standards or show proof of having taken such a course or have experience in online teaching.

IV. Health and Safety Procedures: Ref. Idaho Code § 33-5205(3)(h)

NVA complies with the provisions of Idaho Code to ensure the health and safety of staff and students by implementing health and safety policies and procedures.

The policy/procedure in its entirety may be found in NVA's Policy Manual, the bulk of which will be modeled after the "Charter School Model Policy Manual" created by the Idaho School Board Association. Applicable policies and procedures will be included in the student handbook. Some of NVA's applicable health and safety policies and procedures and their references are listed below:

1. Criminal History/Background Check Policy (See Appendix)
2. Equal Employment Opportunity and Non-Discrimination Policy (See Appendix)
3. Sexual Harassment/Sexual Intimidation in the Workplace Policy (See Appendix)
4. Staff Complaints/Uniform Grievance Procedure (See Appendix)
5. Substance- and Alcohol-Free Workplace Policy (See Drug Policy in "Health and Safety Policies & Procedures" section in *North Valley Academy Student Handbook*)
6. Tobacco-Free Policy (See Appendix)
7. Weapons Policy (See Code of Conduct in "Health and Safety Policies & Procedures" section in *North Valley Academy Student Handbook*)
8. Facilities Inspection Policy (See Tab 3 , II, A, 2, a)
9. First Aid/Emergency Treatment Policy (See Appendix)
10. Medication Administration Policy (See Medications in "Health and Safety Policies & Procedures" section in *North Valley Academy Student Handbook*)
11. Discipline Policies (See *Tab 7* and Discipline Procedures in "Health and Safety Policies & Procedures" section in *North Valley Academy Student Handbook* for additional information), including, but not limited to, Truancy, Detention, Suspension, and Expulsion

V. Employee Benefits: Ref. Idaho Code § 33-5205(3)(m)

All employees who currently are members of PERSI will continue their participation. All new employees will become members of PERSI. Employees will contribute at the rate established by PERSI. All employees will contribute to the Social Security System. NVA will make all employer contributions as required by PERSI, and Federal Social Security. NVA will also pay for workers compensation insurance, unemployment insurance, and any other payroll obligations of an employer as required by Idaho Code 33-1279. NVA will also allow for accumulation of sick leave as allowed by Idaho Code 33-1217. The Board will provide health insurance and may establish other benefits.

VI. Transfer Rights: Ref. Idaho Code § 33-5205(3)(o) & 33-1217

The transfer rights of an employee choosing to work at NVA and the rights of such employees to return to any non-charter school after employment at NVA will be dependent upon the school district from which an employee might transfer. NVA claims no transfer rights.

The Board for NVA will provide coverage for their employees with the Public Employee Retirement System, federal social security, unemployment insurance, and worker's compensation insurance.

VII. Collective Bargaining: Ref. Idaho Code § 33-5205(3)(p)

The staff of NVA will be considered a separate unit for purposes of collective bargaining.

VIII. Teachers and Administrators Under Contract: Ref. Idaho Code § 33-5206(4)

All teachers and administrators will be on a written contract approved by the Superintendent of Public Instruction.

TAB 7: ADMISSION PROCEDURES: Ref. Idaho Code § 33-5205(3)(j)

I. Admission Procedures

NVA will be open to all students, on a space available basis within each grade level as established by the Board. The school will not discriminate based on race, creed, color, gender, national origin, or ancestry. Special needs of students will not be a factor in admission decisions. The school will not charge tuition for students residing in the state of Idaho, levy taxes, or issue bonds. The Board may choose to charge student fees as allowed by state law. The parameters and procedures set forth in the following Items A-I, are applicable to students wishing to enroll in both NVA and NVA's blended program courses. NVA will conduct a separate lottery for students wishing to enroll in NVA's blended program courses. (See Also, Tab 10)

A. Enrollment Deadline

NVA will establish an enrollment deadline by which date all requests for admission to attend NVA for the next school year must be received. Late applications will be accepted for admission for slots remaining open and/or in addition to waiting lists at any time.

B. Requests for Admission

A parent, guardian, or other person with legal authority to make decisions regarding school attendance on behalf of a student in Idaho, may make a request in writing for such student to attend NVA. The request for admission will contain the name(s) and grade(s) of student(s) seeking enrollment in NVA, address, and telephone number of each prospective family. In the case of a family with more than one student seeking to attend NVA, a single request for admission must be submitted on behalf of all siblings.

If the initial capacity of NVA is insufficient to enroll all prospective students, then an equitable selection process, such as a lottery or other random method, will be utilized to determine which prospective students will be admitted to NVA, as described in IDAPA 08.02.04.203.09. Only those written requests for admission submitted on behalf of prospective students that are received prior to the enrollment deadline established by NVA will be permitted to participate in the equitable selection process.

C. Admissions Preference

NVA will establish admission preference as authorized by Section 33-5205(3)(j), Idaho Code, for students returning to NVA, students of founders, siblings of students already selected to attend NVA, and those in the primary attendance area.

1. *Founders*

Founders will be defined as those persons:

- a. involved in the initial writing of the petition for the Charter of NVA, by:

- i. researching start-up facilities sites
 - ii. budget planning
 - iii. writing policies and definitions
- b. Those individuals who have made a significant contribution to the development and establishment of NVA as defined by the Board.

D. Priority of Preferences for Initial Enrollment

1. *Selection Hierarchy*

Admission preferences for initial enrollment of students for NVA will have the selection hierarchy as described in Section 33-5205 of the Idaho Code and IDAPA 08.02.04.203.

2. *Attendance Areas*

The primary attendance area for NVA will be Gooding School District boundaries.

3. *Re-enrollment*

Once enrolled in NVA, students will not be required to reapply each year thereafter. Hence, once admitted, a student will not be removed because another student seeks admission.

E. Priority Preferences for Subsequent Enrollment Periods

NVA will have admission preferences for enrollment of students in subsequent school years, with the selection hierarchy with respect to such preferences outlined in Section 33-5205 of the Idaho Code:

1. First priority group: students returning to NVA;
2. Second priority group: children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of the public charter school;
3. Third priority group: siblings of pupils already selected by the lottery or other random method;
4. Fourth priority group: applicants in primary attendance area; and
5. Fifth priority group: applicants outside of primary attendance area

Beginning with the 2010-2011 school year, North Valley Academy amends the priority preference as follows:

Children of full-time employees of the public charter school will be included within the first priority group, subject to the limitations therein. Otherwise, such children shall be included in the third priority group, subject to the limitations therein.

North Valley Academy will include the following children within the second priority group, subject to the limitations therein:

1. Children of full-time employees of NVA, and
2. Children who attended NVA within the previous three (3) school years, but who withdrew as a result of the relocation of a parent or guardian due to an academic sabbatical, employer or military transfer or reassignment.

F. Proposed Attendance List

Each year NVA will maintain a proposed attendance list containing the names of all prospective students on whose behalf a timely request for admission was received, separated by grade level. The proposed attendance list may contain columns next to the name of each student, in which NVA will designate admission preferences applicable to each prospective student. The columns might designate “A” for returning preference; “B” for founders preference; “C” for sibling preference, with a corresponding cross-reference to each of the siblings of the prospective student; and “D” for attendance area preference.

G. Provision for Over Enrollment: Equitable Selection Process

If the initial capacity of NVA is insufficient to enroll all prospective students, or if capacity is insufficient to enroll all prospective students in subsequent school years, then NVA will determine who will be offered admission to NVA by conducting a fair and equitable lottery selection process.

H. Final Selection List

The names of the persons in highest order on the final selection list will have the highest priority for admission to NVA in that grade, and will be offered admission to NVA in such grade until all seats for that grade are filled.

1. *Notification and Acceptance Process*

- a. Within seven days after conducting the selection process, NVA will send an offer letter to the parent, who submitted an admission request on behalf of the student, advising the person that the student has been selected for admission to NVA. The offer letter must be signed by the student’s parent, and returned to NVA by the date designated in the offer letter from NVA.
- b. Within seven days after conducting the selection process, NVA will send a letter to the parent, or other person who has submitted an admission request on behalf of the student, advising them that the perspective student is not eligible for admission, but will be placed on a waiting list and may be eligible for admission at a later date if a seat becomes available. Ref. Idaho Code § 33-5205(3)(j)
- c. If a parent receives an offer letter on behalf of a student and declines admission, or fails to sign and return the offer in a timely manner by the date designated in the offer letter, then the name of that student will be stricken from the final selection list, and that seat will be made available to the next eligible student on the final selection list.

- d. If a student withdraws from NVA during the school year for any reason, then the seat that opens in that grade will be made available to the next eligible student on the final selection list.

2. *Subsequent School Years*

The final selection list for a given school year will not roll over to the next subsequent school year. If the capacity of NVA is not sufficient to enroll all prospective students during the next subsequent school year, then a new equitable selection process will be conducted by NVA for that year.

All prospective students who miss the enrollment deadline will be placed at the bottom of the final selection list in the order in which they are received. They will only receive admittance to NVA when all prospective students on the final selection list have been given the option of acceptance and there are still vacancies in the grade level needed.

I. Amendments

NVA has the right to amend these admission procedures as needed with the approval of the Authorized Chartering Entity. Any changes will conform to the laws of the State of Idaho and applicable rule of the Idaho State Board of Education.

II. Disciplinary Procedures: Ref. Idaho Code § 33-5205(3)(l) & 33-210

A. Due Process

When school begins in the fall of each year, the Principal/Designee will review with staff and students NVA's expectations of students. At that time, the material contained in this handbook will be reviewed as well as any other information that may be pertinent. This review will constitute the basis for informing students of policies and procedures, and should they fail to adhere to them, the disciplinary action that will occur.

B. Consequences

Discipline actions and consequences for violations of school rules, regulations, and procedures include, but are not limited to, the following:

1. Student conference with the Principal.
 - a. Loss of privileges
 - b. Detention (lunch hour or before or after school)
 - c. Phone call to parent
 - d. Letter sent to the parent
 - e. Student and parent conference with Principal
 - f. Suspension from extracurricular activities
 - g. In-school suspension
 - h. Out-of-school suspension

- i. Referral to Status Offenders Service
 - i. Behavioral
 - ii. Attendance
 - iii. Truancies, etc.
 - j. Referral to Counselor or Student Specialist for intervention
2. Recommendation to Board for expulsion

The Principal determines appropriate consequences for infractions.

Both the seriousness of the violation and the number of violations will be considered in determining the proper disciplinary action(s) to be taken.

C. Suspension Policy

The Principal may temporarily suspend any pupil for disciplinary reasons. Procedure used for suspension will conform to the minimal requirements of due process.

1. *Temporary Suspension:*

NVA's Principal may temporarily suspend any student for disciplinary reasons or for other conduct disruptive of good order or of the instructional effectiveness of NVA. A temporary suspension by the Principal shall not exceed five (5) school days in length; and the Board may extend the temporary suspension an additional ten (10) school days. If the Board finds that immediate return to NVA by the temporarily suspended student would be detrimental to other students' health, welfare or safety, the Board may extend the temporary suspension for an additional five (5) school days. Prior to suspending any student, the Principal or Board will grant an informal hearing on the reasons for the suspension and the opportunity to challenge those reasons. Any student who has been suspended may be readmitted to NVA by the Principal or Board who suspended him upon such reasonable conditions as said Principal or Board may prescribe. The Board will be notified of any temporary suspensions, the reasons therefore, and the response, if any, thereto. The Board shall be notified of the reasons for and response, if any, to any temporary suspensions.

2. *In-school Suspension:*

In-school suspension can be for one (1) period to five (5) days. The student is assigned to a study area during the suspension. The missed period(s) or days do not count as absences and the student is allowed to complete all work for full credit.

D. Expulsion Policy

The Principal or Board may deny attendance at North Valley Academy by expulsion of any student who is a habitual truant, or who is incorrigible, or whose conduct, in the judgment of the Principal or Board, is such as to be continuously a discipline problem, or who may be harmful to the other students. Any student having been expelled may be readmitted to North Valley

Academy by the Principal or Board upon such reasonable conditions as may be prescribed by the Principal or Board; but such readmission will not prevent the Principal or Board from again expelling such pupil for cause.

No student will be expelled nor denied enrollment without the Principal or Board having first given written notice to the parent of the student, which notice shall:

1. State the grounds for the proposed expulsion;
2. Indicate the time and place where such parent may appear to contest the action of the board to deny school attendance; and
3. State the rights of the pupil to be represented by counsel, to produce witnesses and submit evidence on his own behalf, and to cross-examine any adult witnesses who may appear against him.

Within a reasonable period of time following such notification, the Principal or Board will grant the student and his parents a full and fair hearing on the proposed expulsion. However, the board will allow a reasonable period of time between such notification and the holding of such hearing to allow the student and his parents to prepare their response to the charge.

Any student who is within the age of compulsory attendance, who is expelled as herein provided, will come under the purview of the Juvenile Corrections Act, and the Principal or representative designated by the Board will, within five (5) days, give written notice of the student's expulsion to the Prosecuting Attorney of the county of the student's residence.

E. Reenrollment to School Following Expulsion

A student who has been expelled may appeal to the Board to hear a petition for reenrollment in school. NVA's Board will have the right to deny reenrollment for disciplinary or attendance reasons.

III. Alcohol, Tobacco, Drug Policy

NVA recognizes that substance abuse, the harmful use of drugs, tobacco and alcohol, and the problems associated with it are becoming increasingly commonplace in our society. We recognize that a student's involvement with drugs and alcohol may cause problems in their daily lives. We also recognize that in many instances a student's involvement can lead to the illnesses of chemical dependency and alcoholism. We support prevention, early intervention, and appropriate referral. Our intent is to identify and document any behavior/appearance that would be considered problematic to the student. We will be involved in disciplinary action when needed as outlined in the policy manual and student handbook. (See "Drug Policy" in "Health and Safety Policies & Procedures" section in *North Valley Academy Student Handbook*)

IV. Attendance Alternatives: Ref. Idaho Code § 33-5205(3)(n)

Because NVA is a new entity and not a conversion of an existing school, the attendance alternative will be the same as for those presently residing within the area. Students located

within the attendance area of NVA will have the option to enroll in existing public schools presently serving the area. No student will be required to attend NVA.

V. Public Notification of Enrollment Opportunities

In accordance with Idaho Code § 33-5205(3)(s), all advertising and promotion processes for NVA will include the dissemination of enrollment information, in English and possibly other language(s) taking into consideration the demographics of the area, at least three (3) months in advance of the enrollment deadline established by NVA each year, to be posted in highly visible and prominent locations within the area of attendance of NVA.

In addition, NVA will ensure that such process includes the dissemination of press release and/or public service announcements to media outlets that broadcast within, and/or disseminate printed publications within, the NVA area(s) of attendance.

NVA will ensure that such announcements are broadcast and/or published by such media outlets on not fewer than three (3) occasions, beginning not later than fourteen (14) days prior to the enrollment deadline each year.

Finally, such enrollment information will advise that all prospective students will be given the opportunity to enroll in NVA, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs.

VI. Denial of School Attendance: Ref. Idaho Code § 33-5205(3)(i), 33-205, 33-206

NVA is a public school, open to all students based on the provisions provided within this petition. Strict adherence to NVA's Code of Conduct for Students as described in the student handbook is required for optimum learning to be achieved. We will strongly encourage new/incoming students and parents to signify their acceptance of and willingness to comply with the conditions and consequences of NVA's Code of Conduct. Students who are truant, incorrigible, disruptive to the learning process, or present a health or safety risk will follow the provisions set forth under Disciplinary Procedures in this petition.

Except in extenuating circumstances as presented to the Board, a student expelled from another school or district in this state or any other state will be denied the right to enroll in NVA.

Written notice to the parent of the student will state the grounds for the denial of enrollment and will indicate a time and place where parents may appear to contest the action of the Board.

VII. Parental Access to Student Handbook

Upon approval of a charter, the Board will appoint a committee to further develop the student handbook to ensure it reflects the vision and purpose of NVA, and will continue to be in compliance with Idaho School Board Policies and the laws of the State of Idaho. The student handbook will be available in hard copy and on the NVA website. All new students will receive

a copy of the student handbook upon enrollment. A copy of the student handbook can be found in the appendix.

VIII. School-Provided Access to Electronic Information, Services, and Networks: Ref. Idaho Code § 33-131(1)

A. General

Internet access and interconnected computer systems are available to NVA's students and faculty. Electronic networks, including the Internet, are a part of NVA's instructional program in order to promote educational excellence by facilitating resource sharing, innovation, and communication.

In order for NVA to be able to continue to make its computer network and Internet access available, all students must take responsibility for appropriate and lawful use of this access. Students utilizing school-provided Internet access are responsible for good behavior online. The same general rules for behavior apply to students' use of school-provided computer systems. Students must understand that one student's misuse of the network and Internet access may jeopardize the ability of all students to enjoy such access. While the NVA's teachers and other staff will make reasonable efforts to supervise use of network and Internet access, they must have student cooperation in exercising and promoting responsible use of this access.

B. Curriculum

The use of NVA's electronic networks will be consistent with the curriculum adopted by NVA, as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and will comply with the selection criteria for instructional materials and library-media center materials. Staff members may, consistent with NVA's educational goals, use the Internet throughout the curriculum.

NVA's electronic network is part of the curriculum and is not a public forum for general use.

C. Acceptable Uses

1. **Educational Purposes Only.** All use of NVA's electronic network must be (a) in support of education and/or research, and in furtherance of NVA's stated educational goals; or (b) for a legitimate school business purpose. Use is a privilege, not a right. Students and staff members have no expectation of privacy in any materials that are stored, transmitted, or received via NVA's electronic network or computers. NVA reserves the right to monitor, inspect, copy, review and store, at any time and without prior notice, any and all usage of the computer network and Internet access and any and all information transmitted or received in connection with such usage.
2. **Unacceptable Uses of Network.** The following are considered unacceptable uses and constitute a violation of this policy:

- a. Uses that violate the law or encourage others to violate the law, including but not limited to transmitting offensive or harassing messages; offering for sale or use any substance the possession or use of which is prohibited by NVA's student discipline policy; viewing, transmitting or downloading pornographic materials or materials that encourage others to violate the law; intruding into the networks or computers of others; and downloading or transmitting confidential, trade secret information, or copyrighted materials.
- b. Uses that cause harm to others or damage to their property, including but not limited to engaging in defamation (harming another's reputation by lies); employing another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating, or otherwise using his/her access to the network or the Internet; uploading a worm, virus, other harmful form of programming or vandalism; participating in "hacking" activities or any form of unauthorized access to other computers, networks, or other information.
- c. Uses that jeopardize the security of student access and of the computer network or other networks on the Internet.
- d. Uses that are commercial transactions. Students and other users may not sell or buy anything over the Internet. Students and others should not give information to others, including credit card numbers and social security numbers.
- e. Students may be prohibited from using e-mail (except NVA e-mail accessed through a web browser) .E-mail access may be given to students on a case-by-case basis (e.g., foreign exchange students keeping in contact with home). Students are prohibited from joining chat rooms, unless it is a teacher-sponsored activity.

IX. Internet Safety

Each NVA computer with Internet access will have a filtering device that blocks entry to visual depictions that are (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and as determined by the Principal/Designee.

NVA will also monitor the online activities of students, through direct observation and/or technological means, to ensure that students are not accessing such depictions or other material that is inappropriate for minors. The Principal/Designee will enforce the use of such filtering devices.

A. Definition of "Harmful to Minors"

The term "harmful to minors" is defined by the Communications Act of 1934 (47 USC Section 254 [h][7]), as meaning 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;

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;
3. taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

B. Methods of Ensuring Acceptable Internet Usage

Filtering will only be viewed as one of a number of techniques used to manage student's access to the Internet and encourage acceptable usage. It will not be viewed as a foolproof approach to preventing access to material considered inappropriate or harmful to minors. Filtering will be used in conjunction with:

1. educating students to be "Net-smart;"
2. using recognized Internet gateways as a searching tool and/or homepage for students in order to facilitate access to appropriate material;
3. using "Acceptable Use Agreements;"
4. using behavior management practices for which Internet access privileges can be earned or lost; and
5. appropriate supervision, either in person and/or electronically.

The system administrator and/or Principal/Designee will monitor student Internet access.

C. Confidentiality of Student Information

Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or, if the student is 18 or over, the permission of the student himself/herself. Users should never give out private or confidential information about themselves or others on the Internet, particularly credit card numbers and social security numbers. A supervising teacher or administrator may authorize the release of directory information, as defined by law, for internal administrative purposes or approved educational projects and activities.

D. Internet Access Conduct Agreements (See *Appendix J*)

Each student and his/her parent will be required to sign and return to the school at the beginning of each school year the Internet Access Conduct Agreement prior to having access to NVA's computer system and/or Internet Service.

E. Warranties/Indemnification

NVA makes no warranties of any kind, express or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this policy. NVA is not responsible for any information that may be lost, damaged, or unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. NVA will not be responsible for any unauthorized charges or fees resulting from access to the Internet, and any user is fully responsible to NVA and will indemnify and hold NVA, its trustees, administrators,

teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from such user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or, if the user is a minor, the user's parent agrees to cooperate with NVA in the event of the school's initiating an investigation of a user's use of his/her access to its computer network and the Internet.

F. Violations

If any user violates this policy, the student's access will be denied, if not already provided, or withdrawn and he/she may be subject to additional disciplinary action. The system administrator and/or Principal/Designee will make all decisions regarding whether or not a user has violated this policy and any related rules or regulations and may deny, revoke, or suspend access at any time, with his/her/their decision being final.

TAB 8: BUSINESS PLAN

I. Business Plan

A. Description

An organizing group of founders has written the initial petition for a Charter for North Valley Academy Charter School and has recruited and appointed an initial Board of Directors. The founders will continue to be a data gathering entity, recommending curriculum, teaching instruction, professional development and/or daily operations that will reflect the vision, purpose and mission of NVA Charter School to the NVA Board. Additional Founding Members may be recruited prior to the official opening of the first school year in order to accomplish the goals of NVA Charter School. This group will remain as advisors to the Board. The number of Founding Families is anticipated not to exceed ten families.

North Valley Academy, Inc. is a non-profit organization organized and managed under the Idaho Nonprofit Corporation Act. The Corporation is organized exclusively for educational purposes within the meaning Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provisions of any future federal income tax code.

B. Marketing Plan

According to Idaho Code § 33-5205(3)(s), all advertising and promotion processes for NVA will include the dissemination of enrollment information, in both English and other languages as required by the demographics of the area, at least three (3) months in advance of the enrollment deadline established by the public charter school each year, to be posted in highly visible and prominent locations within the area of attendance of the public charter school.

In addition, NVA will ensure that such process includes the dissemination of press release and/or public service announcements to media outlets that broadcast within and/or disseminate printed publications within the area of attendance of the public charter school. NVA will ensure that such announcements are broadcast and/or published by such media outlets on not less than three (3) occasions, beginning not later than fourteen (14) days prior to the enrollment deadline each year.

Finally, such enrollment information will advise that all prospective students will be given the opportunity to enroll in the public charter school, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs.

Advertising for North Valley Academy may actively recruit students for enrollment using, but not limited to, the following methods:

1. Advertising with public schools located within the target area using flyers upon administrative approval.

2. North Valley Academy website that will introduce information about the school. Brochures promoting the curriculum and methods used at North Valley Academy.
3. Public informational meetings about North Valley Academy held in accordance with Idaho Statute §67-23.
4. Other methods that may include: news releases, newspapers, news conferences, and newsletters.
5. Web, e-newsletters, and social media

C. Management Plan

1. *Operations*

NVA will be organized as outlined in detail under Tab 2, and will generally follow the model of traditional single-grade classrooms starting with grades K–8, and expanding to include grades 9-12 in fall 2009.

If our enrollment falls short of the target class size we may combine grades, 1-2, 3-4, 5-6, 7-8. We like the concept of the “Elders and the Youngers” as used by the ANSER Charter School in Boise, Idaho. This will be determined by enrollment and the Board and Principal.

The Principal will determine the day-to-day operations of the school including but not limited to the school calendar, schedule, and hours of operation in accordance to State required hours of attendance and Board approval.

2. *Board Policy*

Upon approval of a charter, the Board will be charged with developing a policy manual modeled after the Idaho School Board Association Model Policy Manual. This manual will include policies including, but not limited to: Instruction, Students, Community Relations, Personnel, Administration, Financial Management, Non-instructional Operations, School Facilities, and Philosophy. Board Policy will be made available to the public either as a hard or electronic copy or both.

3. *Class Size*

In North Valley Academy’s initial school year we will have a cap of 216 students, kindergarten through eighth grade, with one class of 24 students per grade level. NVA plans to open offering grades K-8, adding grades 9-12 in fall 2009 depending upon total enrollment, facility and budget needs, surveyed parental support, and student pre-registration.

We believe that students benefit from a small school setting. Although our total population will be small, our classrooms may be considered large. The methods we will use benefit from

relatively large classrooms. The effectiveness of our character education plan makes it possible to turn what often is seen as negative (i.e. large, hard to control classrooms) into a more positive, energetic, and vibrant place in which to learn.

We anticipate drawing upon a large number of local students enrolled in home school and private schools in neighboring communities. Market research conducted as of September 1, 2007, supports our belief that parents want educational options for their students. Persons attending the 2007 Gooding County Fair & Rodeo were given an opportunity to ask questions about NVA, and/or indicate in writing their interest in enrolling their student(s) in NVA. That initial effort gleaned the following information:

Grade*	K	1	2	3	4	5	6	7	8	9	10	11	12
Number of Prospective Enrollees	6	8	10	8	9	7	9	9	10	(6)	(5)	(2)	(5)

*Five students were listed as pre-school

4. *Maximum North Valley Academy Face-to-Face School Enrollment Capacity*

NVA seeks to increase face-to-face enrollment as follows: K-1, remain the same at 24; 2-3 to 26; 4-6 to 28; and 7-12 to 30.

Year	Grades	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
2011-12	K-12	24	24	26	26	28	28	28	30	30	30	30	30	30	364
2012-13	K-12	24	24	26	26	28	28	28	30	30	30	30	30	30	364

5. *Maximum NVA Blended Program Enrollment Capacity*

NVA wishes to establish an enrollment cap of no more than six (6) students per grade in a blended program, which is by definition:

Enrollment in the minimum number of online courses required to meet the hourly ADA requirements for half-day attendance set forth by the Idaho State Department of Education, **and** a requirement to participate in courses and activities at school.

Proposed Maximum Blended Program Student Capacity		
All Grades	Maximum Enrollment Per Grade	Total Students
K-12	6	↓
Total Blended Program Students		78
Total Proposed Maximum Enrollment Cap, Including Blended Program Students		442

NVA has budgeted for an anticipated ten (10) blended students for the second half of FY12, or beginning January 2012, and twenty (20) blended students for FY13 and FY14 each (See

Appendix AE). These numbers represent NVA’s best guestimate as to the number of students who may enroll in our blended program.

NVA Anticipated Blended Enrollment FY12*					
	Grades				Total
	1-3	4-6	7-8	9-12	
No. of Students	1	3	2	4	10
*Enrollment per grade is a guestimate. Actual enrollment may vary across the grades, but will not exceed the approved cap.					

D. Resumes of Directors

(See Appendix L)

E. Financial Plan

(See Appendix O)

F. Start-up Budget with Assumptions

(See Appendices X and AE)

G. Three-Year Operating Budget Form

(See Appendix X and AE)

H. First Year Month-by-Month Cash Flow Form

(See Appendix X)

II. Transportation: Ref. Idaho Code § 33-5205(3)(t) & 33-5208(4)

A. Transportation Services

NVA will provide transportation services to students within our primary attendance area (Gooding School District) when they live more than one and one-half (1 ½) miles from the facility. In accordance with Idaho Code, students who live less than one and one-half (1 ½) miles from the nearest established bus stop must provide their own transportation to such bus stop. That distance shall be determined by the nearest and best route from the junction of the driveway of the student’s home and the nearest public road, to the nearest door of the building he attends, or to the bus stop, as the case may be. NVA may transport any student a lesser distance when in its judgment the age or health or safety of the student warrants.

A day care center, family day care home, or a group day care facility, as defined in section 39-1102, Idaho Code, may substitute for the student’s residence for student transportation to and

from school. NVA will not transport students between child care facilities and home in accordance to 33-1501, Idaho Code.

B. Student Travel To or From an Extracurricular or Co-Curricular Activity

Unless other travel arrangements are authorized, students will board the contracted bus at the school designated as point of origin for the trip and will return to the point of origin in the bus. There will be no stops along the designated route to pick up or discharge students.

The only variation allowed in this regulation is the release of students to parents in a face-to-face situation at the close of the activity before buses begin the return trip. Such release will require a signed, dated note from the parent.

III. School Lunch Program

A. Student Nutrition

NVA is offering hot lunch that qualifies under the guidelines of the local health district and follow the guidelines of the National School Lunch Program.

B. Free and Reduced Lunch

The Board will approve policies for determining eligibility of students for free and reduced prices for meals, verification reporting, and record keeping before the implementation of such program. Any such policies will be consistent with guidance from the Idaho State Department of Education.

C. Lunchroom Climate

NVA will provide an environment that provides students with a place where they have adequate space to eat.

D. Meal Times and Scheduling

NVA will provide:

1. Students with at least 20 minutes to eat after sitting down for lunch.
2. Meal periods scheduled at appropriate times, e.g., lunch will be scheduled between 11 a.m. and 1 p.m.
3. Lunch periods scheduled to follow recess periods (for grades kindergarten through sixth).
4. Access to water during mealtimes, at least through water fountains.
5. Access to hand washing or hand sanitizing before students eat meals or snacks.
6. Reasonable accommodations of the tooth-brushing regimens of students with special oral health needs (e.g., orthodontia or high tooth decay risk.)

TAB 9: BUSINESS PRACTICES

I. Cooperative Business Arrangements

A. Professional-Technical Education Courses Offered In Conjunction With Bliss School District

North Valley Academy is offering a professional-technical education (PTE) Information Technology program. NVA is partnering with Bliss School District to offer additional PTE classes.

1. *Curriculum*

The curriculum is offered under the Agricultural, Business, and Family Consumer Science State of Idaho PTE programs.

2. *Transportation*

Since the classes NVA students will be able to utilize are PTE classes, the State of Idaho pays for the busing between Bliss and North Valley Academy.

3. *Special Education*

The needs of students requiring special education services will be met as outlined in Tab 3, Section V.

4. *School Lunch*

If needed to save time, NVA will serve a sack lunch to their students who choose to enroll in Bliss classes.

5. *ADA*

The ADA being earned at Bliss School District is going to be collected by North Valley Academy because Bliss needs more students to be able to justify class offerings for their students.

II. Additional Information

A. State Compliance

NVA will comply with the Idaho State Board of Education and State Department of Education as they relate to Charter Schools and all state statutes applying to public education unless exempt through charter legislation.

B. Right to Evaluate Contract Compliance

The Public Charter School Commission will retain the right at any time to evaluate the degree to which NVA is meeting the terms of the charter. The Board (or Designee) may choose to have a district representative(s) or an independent evaluator(s):

1. visit NVA;
2. review NVA's records and data;
3. directly survey NVA's parents, students, or employees;
4. audit the books of NVA;
5. pursue other reasonable means of determining accountability for NVA contract.

III. Plan for Termination: Ref. Idaho Code § 33-5205(3)(u) & 5206(8)

It is the responsibility of the Board of NVA to maintain communications with the Authorized Chartering Entity regarding any changes, problems, or difficulties in the operations of the school.

The Authorized Chartering Entity and NVA will resolve disputes relating to provisions of the Charter following the procedures set forth in section 33-5209, Idaho Code, and the applicable rules of the Idaho State Board of Education and the Authorized Chartering Entity for notice of defect and submission of a corrective action plan.

Copies of any complaints filed against NVA, including lawsuits, will be provided to the Authorized Chartering Entity within five (5) business days of receipt by NVA.

A. Dissolution

Dissolution of NVA Corporation will be conducted by NVA's Board and will follow the NVA Amended Articles of Incorporation as stated under Tab 1, Item A, Article XI.

In the event of dissolution of the school, all parents will be notified in writing. NVA will offer advice in the placing of students in alternate education settings.

B. Disposal of Assets

“Upon the winding up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of the Corporation, pursuant to Sections 30-3-114 and 30-3-115 of Idaho Code, the remaining assets will be distributed as outlined in NVA's Amended Articles of Incorporation, Article XI. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for public charitable or educational purposes.” (Reference Amended Articles of Incorporation, Tab 1, Item A, Article XI. Items purchased with federal money will be turned over to the authorizer for distribution.

C. Payment of Creditors

The Corporation will pay or adequately provide for the debts and obligations of the Corporation, pursuant to Sections 30-3-114 and 30-3-115 of Idaho Code.

D. Transfer of Student Records

In the event of dissolution of the school, all parents will be notified in writing. NVA will offer advice in the placing of students in alternate education settings. It will be the responsibility of the President of the Board to ensure that all student school records will be forwarded to the local school district or to the school where the student will be attending. Parents will be given instructions on how to request a transfer of student records to a specific school.

E. Transfer of Personnel Records to the Employees

Personnel records will be mailed to employees at the address on file upon termination of the charter.

TAB 10:

NVA BLENDED EDUCATIONAL PROGRAM: Ref. Idaho Code § 33-5202(a)(6)

I. Introduction to NVA Blended Educational Program: Ref. Idaho Code 33-5202(a)(6)

A. Statement of Purpose

North Valley Academy plans to extend the free, rigorous, patriotic education offered to our current face-to-face students to students in a blended program, which is by definition:

Enrollment in the minimum number of online courses required to meet the hourly ADA requirements for half-day attendance set forth by the Idaho State Department of Education, **and** a requirement to participate in courses and activities at school.

NVA’s blended program will move North Valley Academy Charter School forward in our vision to “Create Patriotic and Educated Leaders,” and evidences our stated belief in James Madison’s statement that... “The advancement and diffusion of knowledge is the only guardian of true liberty.”

NVA’s mission—in part—is to strive “to provide an excellent educational choice where students have the opportunity to become an informed and involved citizenry.” We are eager to embrace technology in our delivery as a means to fulfill our vision and mission.

We believe NVA’s blended program will make North Valley Academy Charter School more financially sound and will give the parents of students more educational choices. The target population remains the residents of Gooding School District.

We believe that being able to offer North Valley Academy’s “free, rigorous, and patriotic education” online, in combination with required classes and activities at school, supports the goals of the State of Idaho to offer innovation and choice in education! As a school of choice, we must look to the future.

North Valley Academy seeks to be the 21st Century School model where technology and the human touch come together to move education forward to the highest possible level!

B. Background

In the summer of 2010, the administration and members of the NVA Board attended the *National Charter School Conference*. Additionally, the administrator attended a *High Schools That Work Conference* as supported by Federal Charter School Grant funds. Warned at that time of looming budgetary cuts, NVA administrators and supporters began looking for ways to save money and still offer a well-developed program. “Student’s Come First” legislation necessitates the most expeditious method of making online courses available to students. The most viable and responsible solution is blended course offerings.

The NVA administrator created online courses during employment for previous employers, which were utilized by students during the course of their regular school day. Additionally, the administrator served as co-creator of a dual credit IDLA course, and has taught an online IDLA course.

The Technology Director for NVA created courses to be accessed electronically as another teaching method in the classroom, and this prompted a decision to create online course content for secondary course offerings.

Current face-to-face students at NVA in grades 7-12 are already taking advantage of assignments and content available online during the course of the class. Teachers 7-12 prepare all of their lessons online on Moodle currently. When it is appropriate in the classroom, as determined by the teacher, NVA students login to the class on Moodle. The approach was conceived so students have the opportunity of learning at their own speed, and yet, have the benefit of the teacher's presentations. NVA will be using BrainHoney beginning fall of 2011 instead of Moodle.

C. Definitions

1. "Online education coursework" shall meet the criteria as provided for in Section 33-5205(6)(a) through (h), Idaho Code.
2. "Online teacher" means a person who holds a teaching credential as provided for in Sections 33-1201 and 33-1207, Idaho Code, and who is separated from students by distance and/or time. Teachers of online courses for NVA will receive training which incorporates the ten standards for online teaching outlined by the State Department of Education (see Tab 10).
3. "Online instruction" in the blended program context shall mean a course taught at a distance by a teacher who is separate from students by distance and/or time. Online instruction shall meet the criteria as provided for in Section 33-5205(6)(a) through (h), Idaho Code. This is not to be confused with face-to-face students accessing coursework or assignments over the Internet during the course of a class.

D. Terms and Conditions for Online Courses in Blended Program: Ref. Idaho Code 33-5202(a)(8), 33-5205 (6)(a through h)

As determined by school policy, NVA students applying for permission to take online courses may only do so as participants in the blended program and must meet the following conditions:

1. Students choosing to enroll in NVA blended program courses must enroll in the minimum number of courses required to meet the hourly ADA requirements for half-day attendance set forth by the State Department of Education **and** participate in required activities and courses at the school.

2. Students will complete prerequisites and provide teacher/counselor recommendations to confirm the student possesses the maturity level needed to function effectively in an online learning environment.
3. The express approval of the Principal/Designee will be obtained before a student enrolls in online courses. The student may only switch from face-to-face to blended program participation (or vice-versa) with approval from the principal and the parent(s). The classroom cap will apply.
4. The school must receive an official record of the final grade before credits earned for coursework completed through online instruction will be recognized.

II. NVA Blended Program Plan

North Valley Academy may use an existing online program to supplement the coursework offered to blended program students to offer a continuum of curriculum and services to help educators with their core mission – to serve all students.

NVA’s blended model requires participation at our school, which may include additional Core Knowledge curriculum for K-8, “We the People” patriotism program, and others of our unique programs under the direction of our onsite teachers in cooperation with the parent and online instructor as needed.

A. Program Overview

1. The offerings will be pre-packaged courses with electives purchased from a provider to be delivered online in a synchronous and asynchronous manner. NVA will also supply our blended program students with textbooks as needed and access to appropriate technology. Face-to-face time for the blended program student will vary according to the program chosen by the parent, but will be required as part of the NVA blended program student’s grade.
2. NVA blended program students will have equal access to necessary hardware, software, and internet connectivity required for participation in online coursework onsite from 8:00 a.m. to 4:00 p.m. Monday through Friday when school is in session. (Ref. 33-5205(6)(g), Idaho Code.) NVA will not provide any hardware for online courses taken offsite.
3. Teachers will post and maintain virtual office hours for synchronous interaction with NVA blended program students to provide guidance with course material via phone, e-mail, and face-to-face. (Ref. section 33-5205(6)(b), Idaho Code.) These, and frequent, required interactions, in addition to receipt of required coursework, will be the means whereby teachers will verify student attendance. (See Appendix AG for a comprehensive list of interactions).

4. NVA blended program students will be assessed, graded, and awarded course credit in the same manner and by the same standards as face-to-face students (Ref. section 33-5205(6)(e), Idaho Code and Tab 10.II.I.6).
5. NVA blended program students will receive appropriate teacher-to-student interaction, including timely, frequent feedback about student progress, in accordance with Idaho Code 33-5205(6)(d), through: E-mail, class discussion board, announcements, chat room, IdahoLive, Web logs; an activity log sheet that will be maintained by the student to be turned in as assigned; weekly posting of grades, and regularly required attendance at school (See also, Appendix AG).
6. NVA blended program students needing technical support relevant to the delivery of online courses will contact their teacher at NVA who will coordinate efforts between the student and content provider. Students participating in online courses onsite will receive technical support as needed from staff. (Ref. 33-5205(6)(f), Idaho Code.)
7. Special education services will be provided to all blended program students who are eligible for services pursuant to the federal Individuals with Disabilities Education Act (IDEA). All requirements for IDEA, as well as Idaho's Special Education Manual Guidance will be followed and implemented as appropriate. Delivery of process, such as meetings or consented assessments, will allow for accommodations to parents and students regarding meeting times and places, including: Face-to-face meetings on- or off-campus at arranged meeting places, telephone conference calls, live meetings online, or a combination thereof to provide student access to all services.

For example: Students enrolled in NVA's blended program may access speech services as delivered over the Internet in a live session with a speech language pathologist. Another option for delivery of speech services to blended program students may include a meeting in the student's home or an arranged meeting place between the student and NVA's contracted onsite speech language pathologist.

Disciplinary procedures will be as directed by IDEA process and Idaho SDE guidelines for students eligible for special education services. Necessary communication with parents and students will be facilitated as directed with a combination of methods, such as: meetings on- and off-campus as arranged, online, or telephone conference calls.

If special education students are in 100% attendance at NVA, all special education requirements per IDEA are provided. If students are not attending NVA 100%, the district in which they reside/enrolled will provide special education services as required by IDEA. NVA will deliver services toward goals and accommodations as directed by IEP for the courses delivered by NVA. (See Tab 3.V.A for additional information about services for Special Education Services).

8. NVA's principal in conjunction with the director of technology will monitor the satisfaction of parents and students with the provider of the online core curriculum. Parent-teacher conferences will be held with blended program students who are enrolled

in online courses at the school face-to-face with the principal/designee three times a year during our regularly scheduled parent-teacher conferences. The required onsite visits will also provide opportunities for interaction with administration and staff. NVA will insist that our provider posts grades and updates to parents with acceptable frequency. All complaints will come to NVA, who will work with the online provider to remedy the situations as they arise.

B. NVA Blended Program Marketing Plan

NVA will not be doing extensive marketing as we are not trying to compete with the five state-wide virtual schools for students. Our population will self-select by having a desire to participate onsite as required.

1. In accordance with Idaho Code § 33-5205(3)(s), all advertising and promotion processes for NVA's blended program will include the dissemination of enrollment information, in both English and other languages as required by the demographics of the area, at least three (3) months in advance of the enrollment deadline established by the public charter school each year, to be posted in highly visible and prominent locations within the area of attendance of the public charter school.
2. In addition, NVA will ensure that such process includes the dissemination of press release and/or public service announcements to media outlets that broadcast within and/or disseminate printed publications within the area of attendance of the public charter school. NVA will ensure that such announcements are broadcast and/or published by such media outlets on not less than three (3) occasions, beginning not later than fourteen (14) days prior to the enrollment deadline each year.
3. Finally, such enrollment information will advise that all prospective blended program students will be given the opportunity to enroll in courses, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs.
4. Advertising for North Valley Academy may actively recruit students for enrollment in blended program courses using, but not limited to, the following methods:
 - a. Advertising with public schools located within the target area using flyers upon administrative approval.
 - b. North Valley Academy website that will introduce information about the school.
 - c. Brochures promoting the curriculum and methods used by NVA's blended program.
 - d. Public informational meetings about NVA's blended program held in accordance with Idaho Statute § 67-23.
 - e. Other methods that may include: news releases, newspapers, news conferences, and newsletters.

f. Web, e-newsletters, and social media.

C. Admissions Procedures: Ref. Idaho Code § 33-5205(3)(j)

1. *Admission Procedures*

NVA blended program offerings will be open to all students, on a space available basis within each grade level as established by the Board. The school will not discriminate based on race, creed, color, gender, national origin, or ancestry. Special needs of students will not be a factor in admission decisions. The school will not charge tuition for students residing in the state of Idaho, levy taxes, or issue bonds. The Board may choose to charge student fees as allowed by state law.

2. *Enrollment Deadline*

NVA will establish an enrollment deadline by which date all requests for admission to enroll in blended program courses for the next school year must be received. Late applications will be accepted for admission for slots remaining open and/or in addition to waiting lists at any time.

3. *Requests for Admission*

A parent, guardian, or other person with legal authority to make decisions regarding school attendance on behalf of a student in Idaho, may make a request in writing for such student to participate in NVA's blended program courses. The request for admission will contain the name(s) and grade(s) of student(s) seeking enrollment in blended program courses, address, and telephone number of each prospective family. In the case of a family with more than one student seeking to enroll in blended program courses, a single request for admission must be submitted on behalf of all siblings.

If the initial capacity of NVA is insufficient to enroll all prospective blended program students, then an equitable selection process, such as a lottery or other random method, will be utilized to determine which prospective students will be enrolled in NVA blended program courses, as described in IDAPA 08.02.04.203.09. Only those written requests for admission submitted on behalf of prospective students that are received prior to the enrollment deadline established for enrollment in blended program courses will be permitted to participate in the equitable selection process.

4. *Admissions Preference*

NVA will establish admission preferences for blended program participation as authorized by Section 33-5205(3)(j), Idaho Code, for students returning to NVA blended program courses, students of founders, siblings of students already participating in blended program courses, and those in the primary attendance area. Founders have already been identified as set forth in Tab 7.

5. *Priority of Preferences for Initial Enrollment*

a. Selection Hierarchy

Admission preferences for initial enrollment of students in NVA blended program courses will have the selection hierarchy as described in Section 33-5205 of the Idaho Code and IDAPA 08.02.04.203.

b. Attendance Areas

The primary attendance area for students participating in NVA's blended program courses will be Gooding School District boundaries.

c. Re-enrollment

Once enrolled in NVA's blended program, students will not be required to reapply each year thereafter. Hence, once admitted, a student will not be removed because another student seeks admission.

6. *Priority Preferences for Subsequent Enrollment Periods*

NVA will have admission preferences for enrollment of students in blended program courses in subsequent school years, with the selection hierarchy with respect to such preferences outlined in Section 33-5205 of the Idaho Code:

- a. First priority group: students returning to NVA's blended program;
- b. Second priority group: (1) children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of the public charter school, followed by: (2) children of full-time employees of NVA, and finally: (3) children who attended NVA within the previous three school years, but who withdrew as a result of the relocation of a parent or guardian due to an academic sabbatical, employer or military transfer or reassignment;
- c. Third priority group: siblings of pupils already selected by the lottery or other random method;
- d. Fourth priority group: applicants in primary attendance area; and
- e. Fifth priority group: applicants outside of primary attendance area

7. *Proposed Attendance List*

Each year NVA will maintain a proposed blended program attendance list containing the names of all prospective students on whose behalf a timely request for admission was received, separated by grade level. The proposed attendance list may contain columns next to the name of each student, in which NVA will designate admission preferences applicable to each prospective blended program student. The columns might designate "A" for returning preference; "B" for founders preference; "C" for sibling preference, with a corresponding cross-reference to each of the siblings of the prospective student; and "D" for attendance area preference.

8. *Provision for Over Enrollment: Equitable Selection Process*

If the initial capacity of NVA is insufficient to enroll all prospective blended program students, or if capacity is insufficient to enroll all prospective blended program students in subsequent school years, then NVA will determine who will be offered admission to NVA blended program courses by conducting a fair and equitable lottery selection process.

9. *Final Selection List*

The names of the persons in highest order on the final selection list will have the highest priority for admission to NVA blended program courses in that grade, and will be offered admission to NVA blended program courses in such grade until all seats for that grade are filled.

a. Notification and Acceptance Process

- i. Within seven days after conducting the selection process, NVA will send an offer letter to the parent who submitted an admission request in the blended program on behalf of the student, advising the person that the student has been selected for admission to NVA. The offer letter must be signed by the student's parent, and returned to NVA by the date designated in the offer letter from NVA.
- ii. Within seven days after conducting the selection process, NVA will send a letter to the parent, or other person who has submitted an admission request for the blended program on behalf of the student, advising them that the perspective student is not eligible for admission, but will be placed on a waiting list and may be eligible for admission at a later date if a seat becomes available. Ref. Idaho Code § 33-5205(3)(j)
- iii. If a parent receives an offer letter on behalf of a student and declines admission, or fails to sign and return the offer in a timely manner by the date designated in the offer letter, then the name of that student will be stricken from the final selection list, and that seat will be made available to the next eligible student on the final selection list.
- iv. If a student withdraws from NVA blended program courses during the school year for any reason, then the seat that opens in that grade will be made available to the next eligible student on the final selection list.

10. *Subsequent School Years*

The final selection list for a given school year will not roll over to the next subsequent school year. If the capacity of NVA is not sufficient to enroll all prospective blended program students during the next subsequent school year, then a new equitable selection process will be conducted by NVA for that year.

All prospective blended program students who miss the enrollment deadline will be placed at the bottom of the final selection list in the order in which they are received. They will only receive admittance to NVA when all prospective blended program students on the final selection list have been given the option of acceptance and there are still vacancies in the grade level needed.

11. *Amendments*

NVA has the right to amend these blended program admission procedures as needed with the approval of the Authorized Chartering Entity. Any changes will conform to the laws of the State of Idaho and applicable rule of the Idaho State Board of Education.

D. Secondary Blended Program Offerings, Grades 7-12

In addition to online course offerings by the provider(s) selected by NVA, onsite teachers will prepare online lessons using BrainHoney LMS. Professional development will be administered by IDLA (See Appendix AH).

E. Supplemental Secondary Blended Program Requirements: Ref. Idaho Code § 33-5205(6)(g)

1. NVA blended program secondary students will be expected to attend school in NVA uniform to participate in the “Above and Beyond” secondary program where they will join students in like grades for recitation of patriotic poetry and readings, as well as, singing of patriotic songs.
2. NVA blended program secondary students will be required to attend at least one, all-school activity per trimester. Some of the current all school activities offered at NVA are drama productions, sports, academic fair, invention convention, winter holiday program, graduation ceremony and production, school sanctioned dances, Project Rudolph Military Support, etc.
3. NVA blended program secondary students will also be required to participate in our all-school service opportunities and/or an approved family/community service opportunity every trimester.

F. Elementary Blended Program Offerings, Grades K-6

1. The online portion of the blended program looks somewhat different for students K-6 than it does for the students 7-12. In grades K-6, North Valley Academy plans to purchase courses that are already created. Our teachers will add charter-driven coursework, which will be delivered with regular textbooks and online support in the form of lesson plans related to the added program.
2. NVA K-6 blended program students will be required to attend the weekly “Rise and Shine” ceremony where they (in full dress code compliance) and NVA full-time, face-to-face students will join together in activities such as: recitation of patriotic poetry and readings, as well as, singing of patriotic songs. Programs such as the Great Expectations Character Education program is reinforced in this setting. This can include the Word-of-the-Week, a Hero of the Month, and recitation of the school creed.

3. NVA K-6 blended program students will be required to participate in all-school activities and all-school/family/community service opportunities per year. Age-appropriate activities are offered several times each semester, such as: Academic Fair, Invention Convention, drama productions, monthly Hero nights, Veteran’s Program, Project Rudolph Veteran Support, etc.

G. Class Size

NVA anticipates a minimum enrollment of ten, full-time, blended program students in grades K-12 no sooner than January 2012. NVA seeks a cap of no more than six (6) students per grade.

NVA Anticipated Blended Program Enrollment 2011-2012 School Year					
*Student enrollment at specific grade levels is a guesstimate. The actual enrollment may vary, but will not exceed the cap.					
	Grades				Total
	1-3	4-6	7-8	9-12	
No. of Students	1	3	2	4	10

H. Transportation Services

The State Department of Education indicated in the sufficiency review completed 5/27/2011, “NVA will not be eligible for the on-line transportation reimbursement.”

I. Operating Procedures

Upon approval of the PCSC, NVA will partner with an accredited provider of online content as we grow into offering our current curriculum (offered to our full-time, face-to-face students) to NVA blended program students. At that time NVA will start advertising by print and word of mouth the addition of NVA blended program course offerings. The response will determine in part the method of delivery.

1. Vendors

NVA will utilize an online vendor with experience in Idaho for the online course portion of its blended program. NVA is still investigating options, but may be using IDLA and either Connections Academy or K-12 to fill the need of K-6 synchronous and asynchronous online curriculum and possibly 7-12 classes. Both providers include textbooks and NVA will add the Core Knowledge Sequence for grades K-8 that will be monitored by NVA’s site coordinator for progress. Attendance in courses and activities at the school will be a graded requirement.

- a. *Connections* is the most economical provider of a full deal including the teacher. They will allow NVA to pay monthly for their service and adjust the fee if students drop out of the program. *Connections* also has a reputation for making AYP. If NVA uses *Connections*, we would need to hire a site coordinator or use one of our current staff.
- b. *K-12* offers training for local teachers to monitor the class or they will supply the teacher for an additional cost. NVA will hire teachers as needed depending on the delivery

method chosen. *K-12* also offers a payment plan spaced over 10 months on a month-to-month basis to reflect fluctuating enrollment. Again, NVA will need to hire a site coordinator or use a current staff member.

- c. *IDLA* is the most economical program without a teacher. NVA would provide the certified teacher under this option.

2. *Character Education*

We may also incorporate the character education programs currently in use at NVA, i.e. “Great Expectations”, Ron Clark’s “Essential 55”, “Excellent 11”, and James Owens’ “Cowboy Ethics.” This will be accomplished in part by attendance at the K-6, “Rise and Shine” ceremony or the 7-12, “Above and Beyond” ceremony.

3. *Personnel Standards*: Ref. Idaho Code § 33-5205(6)(c)

Upon approval of the PCSC, NVA will sign a contract with a provider and start advertising by print and word of mouth the addition of NVA blended program courses. The response will determine in part the method of delivery.

The online teachers will be employees of the curriculum provider the first year. These teachers will teach the “core” classes. NVA certified onsite teachers will teach some electives during the required onsite attendance. NVA staff and teachers will be the ones to communicate and teach our specific mission/values during the onsite attendance. These values are instilled by everything NVA does at our school, from the uniforms, to the character education, to the rooms themselves. That is why NVA has decided that only a blended program will work for us. We believe in education through online courses as a solid choice for some parents and kids, but NVA needs to see them often to really do a thorough job of “creating patriotic and educated leaders”. By the second year of offering blended program courses, NVA hopes to have its teachers trained to take over “some” of the online classes offered in the blended program. All teachers of core curriculum will be required to be certified as required.

NVA’s online teachers will be trained to meet the ten standards as recommended by the State Board of Education as well as being Idaho Certified teachers. (Onsite teachers who will be teaching or supervising delivery of online courses will be trained to meet the ten standards identified by the State Board of Education as needed.) Teachers will either take professional development which addresses the standards or show proof of having taken such a course or have experience in online teaching. Those standards are:

- a. **Standard #1: Knowledge of Online Education** - The online teacher understands the central concepts, tools of inquiry, and structures in online instruction and creates learning experiences that take advantage of the transformative potential in online learning environments.

- b. Standard #2: Knowledge of Human Development and Learning - The online teacher understands how students learn and develop, and provides opportunities that support their intellectual, social, and personal development.
- c. Standard #3: Modifying Instruction for Individual Needs - The online teacher understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to learners with diverse needs.
- d. Standard #4: Multiple Instructional Strategies - The online teacher understands and uses a variety of instructional strategies to develop students' critical thinking, problem solving, and performance skills.
- e. Standard #5: Classroom Motivation and Management Skills - The online teacher understands individual and group motivation and behavior and creates a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.
- f. Standard #6: Communication Skills, Networking, and Community Building - The online teacher uses a variety of communication techniques including verbal, nonverbal, and media to foster inquiry, collaboration, and supportive interaction in and beyond the classroom.
- g. Standard #7: Instructional Planning Skills - The online teacher plans and prepares instruction based upon knowledge of subject matter, students, the community, and curriculum goals.
- h. Standard #8: Assessment of Student Learning - The online teacher understands, uses, and interprets formal and informal assessment strategies to evaluate and advance student performance and to determine program effectiveness.
- i. Standard #9: Professional Commitment and Responsibility - The online teacher is a reflective practitioner who demonstrates a commitment to professional standards and is continuously engaged in purposeful mastery of the art and science of online teaching.
- j. Standard #10: Partnerships - The online teacher interacts in a professional, effective manner with colleagues, parents, and other members of the community to support students' learning and well-being.

4. *Proposed Partnerships*

See Appendices AA-AD

5. *Financial Statement*

See Appendix AE

6. *ADA (Blended Program Funding and Accountability for Funding)*

Students choosing to enroll in NVA blended program courses must enroll in the minimum number of courses required to meet the hourly ADA requirements for half-day attendance set forth by the State Department of Education **and** participate in activities and courses at school as required.

NVA will receive ADA based on coursework completion:

- a. Since the classes at NVA are delivered in trimesters, blended program courses will be delivered in trimester sections.
- b. A trimester equates with three months of our school calendar.
- c. One-third (1/3) of the course must be completed each month. The teacher of the course **WILL** keep records recording student success and a monthly cumulative grade report. If the student has completed 100% of the coursework due for each month, NVA receives full ADA seat time. If the student completes 75% of the coursework due each month, NVA receives 75% of the ADA.
- d. The teacher will keep the monthly documentation and that documentation will be given to the school clerk at the end of the month to include in the ISEE report.
- e. ISEE information is uploaded to the State Department of Education monthly.

This school's Charter Appendices are on file with the Idaho Public Charter School Commission.

Appendix C: Pre-Opening Requirements

Idaho Public Charter School Commission
Pre-Opening Requirements for Newly Approved Public Charter Schools

Requirement	Description	Submit To	Deadline	Notes
New Charter School Bootcamp	Attend training session with SDE; provide proof of attendance.	PCSC	May 31	The bootcamp will generally be held in March or April. Proof of attendance is due by May 31.
Pre-Opening Dashboard	Complete the dashboard; include in Pre-Opening Update materials.	PCSC	May 31	All Pre-Opening Update items will be due according to the meeting materials deadline, but no later than May 31.
Enrollment Report	Report of students who have accepted enrollment, per grade and total. Include in the Pre-Opening Dashboard as a part of the Pre-Opening Update materials.	PCSC	May 31	
Facilities Report	Update the Facility Template; include in Pre-Opening Update materials.	PCSC	May 31	
Updated Pre-Opening Timeline	Update the Pre-Opening Timeline; include in Pre-Opening Update materials.	PCSC	May 31	
School Calendar	Prepare school calendar for SDE; provide copy for PCSC.	SDE, PCSC	May 31	
Charter School Advance Payment Request		SDE	June 1	
Advance Payment Request - Transportation		SDE	June 15	
Consolidated Federal and State Grant Application	If the school intends to have a Title I program or receive Title I, II, or III funds, this application must be submitted to the SDE.	SDE	June 30	Not applicable for schools not intending to have a Title I program
Budget	Finalize the year-one budget and submit to SDE per SDE instructions and format; provide a copy to the PCSC.	SDE, PCSC	July 15	
Updated 1 st Year Cash Flow	Update the 1 st Year Cash Flow based on the finalized budget.	PCSC	July 15	
Facilities Confirmation	Update the Facility Template for the school's confirmed facility and submit documentation.	PCSC	July 15	This final facilities update should demonstrate the school's ability to open per its proposed schedule.
Education Directory Updates		SDE	July 30	
School Policies – LEP & GT	Submit updated plans to provide services to Limited English Proficient (LEP / ELL) and Gifted and Talented (GT) students.	SDE, PCSC	July 31	Plans should be detailed and well-tailored to the school and its educational program.
Policy Manual	School should submit a draft policy manual that outlines critical policies and procedures for the board and school operations.	PCSC	July 31	
Special Education Assurances	Details available from the SDE and/or in the Charter School Special Ed Primer	SDE	Before 1 st day of instruction	
Final Board & Staff Roster	A final roster of board and staff with names, titles, and contact information should be submitted.	PCSC	August 31	

In addition to the above requirements, the school must submit applicable information / documents as outlined in the ID State Department of Education's Data Acquisition Calendar.

Appendix D: Articles of Incorporation and Bylaws

I. Articles of Incorporation

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2006 JUL -7 PM 1:06

**ARTICLES OF INCORPORATION
OF
NORTH VALLEY ACADEMY, INC.**

SECRETARY OF STATE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned incorporators being of the age of twenty-one (21) years or more, desiring to organize a corporation under the laws of the State of Idaho, do hereby make, sign and verify these Articles of Incorporation.

ARTICLE I

The name of the corporation shall be NORTH VALLEY ACADEMY, INC., an Idaho Nonprofit Corporation, hereinafter the "Corporation."

ARTICLE II

The Corporation shall not have members and shall exist perpetually, or until dissolved according to law.

ARTICLE III

The Corporation shall be a nonprofit corporation, created and existing under the Idaho Nonprofit Corporate Act, Idaho Code ' 30-3-1, et seq. The Corporation shall have all powers lawful and necessary to direct, operate, and maintain a nonprofit, public charter school within the State of Idaho and to deal generally therein. The Corporation is organized and shall be operated solely and exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation

IDAHO SECRETARY OF STATE
07/07/2006 05:00
OK: 979 CT: 155656 BH: 363662
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C167790

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1969 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE IV

The business of the Corporation shall be conducted for the benefit of students, faculty, administration and patrons of the Corporation. The Corporation shall not issue certificates of stock and no dividends or pecuniary profits shall be declared or paid, nor shall any part of the net earnings of the corporation inure to the benefit of, or be distributable to its incorporators, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

ARTICLE V

The Corporation shall not endorse candidates for public office, distribute or publish statements for or against candidates, raise funds for or donate to candidates, or become involved in any activity on behalf of or in opposition to any candidate. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation. However, the Corporation may, as a part of its educational activities, sponsor debates or forums to educate students and/or voters, so long as the debate or forum evidences no preference for or against a certain candidate or political position.

ARTICLE VI

The provisions for the regulation of internal affairs of the Corporation shall be set forth within the Bylaws and the Charter.

ARTICLE VII

The address of the initial registered office of the Corporation shall be 2190 East 1850 South, Gooding, Idaho, 83330. The name of the initial registered agent at such address shall be DANIELLE LOFGRAN.

ARTICLE VIII

The number of directors which shall constitute the Board of Directors of the Corporation shall be fixed by the Bylaws, but in any event shall not be less than three (3) nor more than seven (7). The number of directors constituting the initial Board of Directors of the Corporation shall be three (3) and the names and addresses of the persons who shall serve as directors until their successors are elected and shall qualify are:

Name	Address
Danielle Lofgran	2190 East 1850 South, Gooding, Idaho 83330
Debra Infanger	1800 East 1821 South, Gooding, Idaho 83330
Fineas Hughbanks	1925 South 2000 East, Gooding, Idaho 83330

ARTICLE IX

The names and addresses of the incorporators are:

Name	Address
Debra Infanger	1800 East 1821 South, Gooding, Idaho 83330
Danielle Lofgran	2190 East 1850 South, Gooding, Idaho 83330
Gayle DeSmet	2006 East 1850 South, Gooding, Idaho 83330

ARTICLE X

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, but only upon the majority vote of all Directors.

ARTICLE XI

Upon the winding up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of the Corporation, pursuant to Sections 30-3-114 and 30-3-115 of Idaho Code, the remaining assets shall be distributed to a non-profit fund, foundation, or corporation which is organized and operated exclusively for charitable, educational, and/or scientific purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code. If no such suitable organization is found or if the Directors then serving cannot agree on a distribution, the remaining assets shall be distributed to the Gooding School District #231, as organized under the laws of the State of Idaho, for exempt, public educational

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

purposes. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for public charitable or educational purposes.

DATED this 30th day of June, 2006.


DANIELLE LOFGRAN


DEBRA INFANGER


GAYLE DESMET

"Incorporators"

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

STATE OF IDAHO)
County of Blaine)
ss:

On this 30th day of June, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GAYLE DESMET, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Delta Prince
NOTARY PUBLIC for Idaho
Residing at Blaine, Idaho
Commission Expires: 9-13-2010

ARTICLES OF AMENDMENT
OF
NORTH VALLEY ACADEMY, INC.

The Directors of the North Valley Academy, Inc., an Idaho non-profit corporation, adopted by resolution and majority vote of the Directors these Articles of Amendment. By such resolution and pursuant to the Idaho Non-Profit Corporation Act, Title 30, Chapter 3 of Idaho Code, the Directors set forth the Articles of Incorporation to be amended as herein stated, and declare:

That the undersigned are natural persons over the age of twenty-one (21), acting as all of the Directors of a non-profit corporation under Idaho law, approved by unanimous vote on the 15th day of August, 2007, a resolution adopting the following Amendment to the Articles of Incorporation for such non-profit corporation:

That Article XI of the Articles of Incorporation, be, and the same is hereby amended to read as follows:

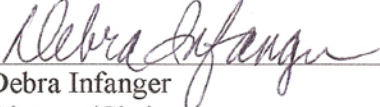
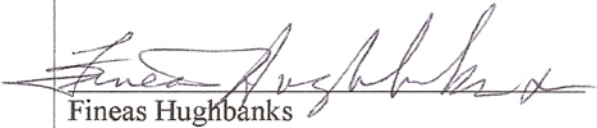
ARTICLE XI

Upon the winding up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of the Corporation, pursuant to Sections 30-3-114 and 30-3-115 of Idaho Code, the remaining assets shall be distributed to the Authorized Chartering Entity as defined by Idaho law, in accordance with the requirements of Idaho Code and the Idaho administrative rules governing Public Charter Schools, and in full compliance with Section 501(c)(3) of the Internal Revenue Code. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for public charitable or educational purposes.

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

DATED this 15th day of August, 2007.

The Directors of North Valley Academy, Inc.

 Debra Infanger Director/Chairman	 Danielle Lofgran Director/Vice-Chairman
 Jennifer Andrus Director/Secretary	 Fineas Hughbanks Director/Treasurer
 Mary Belle Anderson Director	

II. Bylaws: Ref. Idaho Code § 33-5204(1) & 30-3-21(1)

BYLAWS

OF

NORTH VALLEY ACADEMY, INC.

KNOW ALL MEN BY THESE PRESENTS: that *NORTH VALLEY ACADEMY, INC.* (hereinafter the “Corporation”), an Idaho non-profit corporation duly organized and existing under and by virtue of the laws of the State of Idaho, has adopted, and by these presents does adopt, its Bylaws for the conduct and control of its business affairs:

ARTICLE I: OFFICES

The principal office of the Corporation shall be located in the County of Gooding, Idaho. The Corporation may have such other offices as the Board of Directors, hereafter referred to as “Board,” may determine or as the affairs of the Corporation may require from time to time.

The Corporation shall have and continuously maintain in Idaho a registered office, and a registered agent whose office is identical with such registered office, as required by the Idaho Nonprofit Corporation Act. The registered office in Idaho and the address of the registered office may be, but need not be, identical with the principal office; and may be changed from time to time by the Board.

ARTICLE II: BOARD OF DIRECTORS

SECTION 1. General Powers.

The affairs of the Corporation shall be managed by its Board.

SECTION 2. Number, Tenure, and Qualifications.

The number of Directors shall be five (5). All members of the Board shall be residents of Idaho. Except as otherwise provided by these Bylaws, each Director shall hold office for a term of three (3) years, or until his successor shall have been elected and qualified. No Director may serve for more than a total of three terms, or nine (9) years, whichever is longer.

SECTION 3. Regular Meetings.

A regular annual meeting of the Board shall be held without other notice than this bylaw, on the 1st Tuesday of February, of each year, or if a holiday, on the next succeeding business day. The Board may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION 4. Special Meetings.

Special meetings of the Board may be called by or at the request of the Chairman of the Corporation or any Director. The person or persons authorized to call special meetings of the

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

Board may fix any site within Gooding County, Idaho, as the place for holding any special meeting of the Board called by them.

SECTION 5. Notice.

The Secretary shall give public notice of the date, time and place of any meeting of the Board in accordance with Idaho Law. Notice of any special meeting of the Board must include shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail, facsimile, or electronic mail to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with first class postage thereon prepaid. If notice is given by facsimile or electronic mail, such notice shall be deemed to be delivered when the facsimile or electronic mail is received by the Director.

Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

SECTION 6. Quorum.

A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 7. Manner of Acting.

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these bylaws.

SECTION 8. Order Of Business.

At meetings of the Board, business shall be transacted in such order as from time to time the Board may, by resolution, determine. At all meetings of the Board, the Chairman, or, in his absence, the Vice Chairman, or, in the absence of both, a member of the Board to be selected by the members present, shall preside. The Secretary of the Corporation shall act as Secretary at all meetings of the Board, and in case of his absence, the Chairman of the meeting may designate any person to act as Secretary.

SECTION 9. Vacancies.

Any vacancy occurring in the Board and any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 10. Compensation.

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Directors as such shall not receive any stated salaries for their services, but by resolution of the Board a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.

SECTION 11. Informal Action by Directors.

Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

SECTION 12. Initial Terms.

Directors elected or appointed in the first year of incorporation shall serve terms as follows:

Fineas Hughbanks	(Seat One)	-	1 years
Mary Belle Anderson	(Seat Two)	-	2 years
Debra Infanger	(Seat Three)	-	2 years
Danielle Lofgran	(Seat Four)	-	3 years
Jennifer Andrus	(Seat Five)	-	3 years

ARTICLE III: OFFICERS

SECTION 1. Officers.

The officers of the Corporation shall be Chairman, a Vice Chairman, a Secretary, and a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, except the offices of Chairman and Secretary. All officers, except the Secretary and Treasurer must be members of the Board.

SECTION 2. Election and Term of Office.

The officers of the Corporation shall be elected annually by the Board at the regular annual meeting of the Board. IF the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. The offices of Secretary and Treasurer may be held by one and the same person.

SECTION 3. Removal.

Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

SECTION 4. Vacancies.

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

SECTION 5. Chairman.

The Chairman shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He shall preside at all meetings of the Board. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these bylaws or by statute to some other officer or agent of the Corporation; and in general he shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board from time to time.

SECTION 6. Vice Chairman.

In the absence of the Chairman or in the event of his inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Any Vice Chairman shall perform such other duties as from time to time may be assigned to him by the Chairman or by the Board.

SECTION 7. Treasurer.

The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or to her depositories as shall be selected in accordance with the provisions of Article VI of these bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chairman or by the Board. If required by the Board, the Treasurer shall give bond for the faithful performance of his duties in such sum as the Board of directors may require.

SECTION 8. Secretary.

The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairman or by the Board.

SECTION 9. Assistant Treasurers and Assistant Secretaries.

If required by the Board, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine. The

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the Chairman or Board.

ARTICLE IV: COMMITTEES

SECTION 1. Parent-Faculty Association.

The Board shall establish or recognize an official Parent-Faculty Association (PFA). Members of that committee will be elected annually by parents of students enrolled in the North Valley Academy charter school according to policy to be set by resolution of the Board. The PFA shall be authorized to make recommendations regarding any aspect of the school. The PFA shall assist and counsel the Board in the creation, implementation, and evaluation of school policy.

SECTION 2. Other Committees.

The Board may from time to time appoint such standing or special committees as, in their judgment, may be deemed expedient, and refer to any such committee or committees any corporate matter, with or without power to act, and subject to such limitations as may be prescribed by the Board. In the event any matter be referred to any such committee with power to act, the reference shall be made by resolution entered of record in the Minutes of the meeting making such reference, and such power shall continue until revoked by the Board.

ARTICLE V: CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. Contracts.

The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. Checks, Drafts, etc.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the Chairman or a Vice Chairman of the Corporation.

SECTION 3. Deposits.

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

SECTION 4. Gifts.

The Board may accept on behalf of the Corporation any grant, contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VI: BOOKS AND RECORDS

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees having any of the authority of the Board, and shall keep at its registered or principal office a record giving the names and addresses of the Directors entitled to vote. All books and records of the Corporation may be inspected by any Director or Officer, or any person authorized or required by law, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE VII: FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June in each year.

ARTICLE VIII: INDEMNIFICATION OF OFFICERS, DIRECTORS, & EMPLOYEES

SECTION 1. Indemnification.

This Corporation shall indemnify any Director who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this Corporation) by reason of the fact that such Director is or was a Director of this Corporation, against expenses, judgments, fines and settlements actually and reasonably incurred in connection with such proceeding.

This Corporation shall indemnify any Director who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this Corporation to procure a judgment in its favor by reason of the fact that that Director is or was a Director of this Corporation, against expenses actually or reasonably incurred by that Director in connection with the defense or settlement of that action. This indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by law, agreement, vote or shareholders of disinterested directors, or otherwise, both as to an action in his official capacity and as to an action in another capacity while holding such office, and shall continue as to a Director who has ceased to be a Director and shall inure to the benefit of the heirs and Personal Representative of such a Director.

A Director will only be indemnified under this Article VIII if:

- (a) The Director has disclosed to the Board of Director all other materials activities and relationships, other than professional, confidential relationships, relating or similar to those of this Corporation, and the decisions, policies or resolutions giving rise to or creating the need for indemnification;
- (b) All past, present or potential conflicts of interest between the Director and this Corporation relating to the transaction for which indemnification is sought; and
- (c) The Director has provided or disclosed to the Board all information known to the Director regarding the policy, decision, resolutions or transactions for which indemnification is sought. This includes all information obtained by the Director

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

after the transaction occurred or after adoption of the policy, decision or resolution.

SECTION 2. Continuity of Protection.

The indemnification provided by this Article shall not be deemed exclusive and shall continue as to a person who has ceased to be a Director, officer or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 3. Insurance.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation has the authority or obligation to indemnify him against such liability under the provisions of this Article.

ARTICLE IX: SEAL

The Board shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed hereon the name of the Corporation and the words "Corporate Seal" and "Idaho". The Seal shall be in charge of the Secretary.

ARTICLE X: WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Idaho Nonprofit Corporation Act or under the provisions of the articles of incorporation or the bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI: GOVERNING LAW AND DOCUMENTS

In addition to the Articles of Incorporation and these Bylaws, pursuant to Idaho Law regulating Public Charter Schools, the Corporation shall adopt and maintain a Charter, which shall include a mission statement, goals, policies, procedures, standards, rules, curricula, and any and all statements which may be necessary for the operation of a Charter School or which may be required by Idaho or Federal Law. The provisions of the Charter shall govern the affairs of the Corporation to the extent that they do not conflict with these Bylaws or the Articles of Incorporation. The Bylaws shall be effective only to the extent that they do not conflict with the Articles of Incorporation. The Board may adopt and publish additional policies and procedures provided that any such policies and procedures are not inconsistent with the Articles of Incorporation, these Bylaws, or the Charter. In all matters, the Corporation shall be governed by Idaho Law.

ARTICLE XII: AMENDMENTS TO THE GOVERNING DOCUMENTS

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

These Bylaws, the Articles of Incorporation of the Corporation, and the Charter may be altered, amended or repealed and new provisions may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend or repeal or to adopt new provisions at such meeting.

CERTIFICATE OF ADOPTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being all the Directors and the Secretary of **NORTH VALLEY ACADEMY, INC.**, also being all the members of said Corporation, do hereby certify that the above and foregoing By-Laws were duly and legally adopted as the By-Laws of said Corporation at the first meeting of the members and the first meeting of the Directors, of said Corporation, on the 15 day of August, 2007, and that the same does now constitute the By-Laws of the said Corporation.

IN WITNESS WHEREOF, We have hereunto set our hands as Directors, and Secretary, respectively, of the said Corporation, and affixed hereto the Corporate Seal thereof, this 15th day of August, 2007.

 Debra Infanger Director/Chairman	 Danielle Lofgran Director/Vice-Chairman
 Jennifer Andrus Director/Secretary	 Fineas Hughbanks Director/Treasurer
 Mary Belle Anderson Director	

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

STATE OF IDAHO)

:SS

County of Gooding)

I, Jennifer Andrus, the duly and regularly elected, qualified, and acting Secretary of **NORTH VALLEY ACADEMY, INC.**, do hereby certify that the above and foregoing By-Laws were regularly adopted by the Directors of said Corporation at a regular meeting of the Directors of said Corporation, duly and regularly held and called on the 15 day of August, 2007, and were also adopted by the majority vote of the members of the Corporation, at a duly and regularly called and held meeting of the Corporation, on the 15 day of August, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand this 15 day of August, 2007.

Jennifer Andrus
Secretary of the Corporation



**BEFORE THE DIRECTORS OF THE
NORTH VALLEY ACADEMY, INC.**

Resolution 2007-02

PROVIDING FOR AMENDMENT TO THE BYLAWS

Be It Resolved by the Directors of the North Valley Academy, Inc.:

WHEREAS, the Directors have petitioned the Idaho Public Charter School Commission and the State Board of Education for approval of a Charter to establish the North Valley Academy, Inc. as a public charter school; and

WHEREAS, the staff of the State Board of Education has recommended certain changes to the Bylaws of the Corporation to ensure compliance with state law governing Public Charter Schools; and

WHEREAS, the Directors desire to comply with state law and secure State approval of the proposed Charter and petition for the North Valley Academy, Inc. to become a public charter school under Idaho law; and

WHEREAS, the Directors have reviewed the proposed changes and believe that they are in the best interest of the Corporation;

NOW THEREFORE, BE IT RESOLVED by the Directors of the North Valley Academy, Inc.:

Section 1. That Article II, Section 3 of the Bylaws, be, and the same is hereby amended to read as follows:

SECTION 3. Regular Meetings.

A regular annual meeting of the Board shall be held without other notice than this bylaw, on the 1st Tuesday of February, of each year, or if a holiday, on the next succeeding business day. The Board may provide by resolution the time and place for the holding of additional regular meetings of the Board, with notice as required by Section 5 of this Article, and Idaho Code § 67-2343.

Section 2. That Article II, Section 10 of the Bylaws, be, and the same is hereby amended to read as follows:

SECTION 10. Compensation.

Directors shall not receive or accept any reward or compensation for their services, but by resolution of the Board expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other volunteer and non-compensated capacity. Directors shall

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

comply with and be bound by the provisions of Idaho Code §§ 33-5204(5)(a) and 33-5204A.

Section 3. That Article II, Section 11 of the Bylaws, be, and the same is hereby repealed and shall be deleted in its entirety.

Section 4. That Article II, Section 12 of the Bylaws, be, and the same is hereby redesignated and renumbered as Article II, Section 11.

Section 5. That Article IV, Section 1 of the Bylaws, be, and the same is hereby amended to read as follows:

ARTICLE IV: COMMITTEES

SECTION 1. Parent-Faculty Association.

The Board shall establish or recognize an official Parent-Faculty Association (PFA). All parents of students enrolled in the North Valley Academy charter school and full-time faculty shall be members of the PFA. Officers of that committee shall be elected annually by the members according to policy to be set by resolution of the Board. The PFA shall be authorized to make recommendations regarding any aspect of the school. The PFA shall assist and counsel the Board in the creation, implementation, and evaluation of school policy.

Section 6. That Article XI of the Bylaws, be, and the same is hereby amended to read as follows:

ARTICLE XI: GOVERNING LAW AND DOCUMENTS

In addition to the Articles of Incorporation and these Bylaws, pursuant to Idaho Law and the rules of the State Board of Education and Public Charter School Commission regulating Public Charter Schools, the Corporation shall adopt and maintain a Charter, which shall include a mission statement, goals, policies, procedures, standards, rules, curricula, and any and all statements which may be necessary for the operation of a Charter School or which may be required by Idaho or Federal Law. The provisions of the Charter shall govern the affairs of the Corporation to the extent that they do not conflict with these Bylaws or the Articles of Incorporation. The Bylaws shall be effective only to the extent that they do not conflict with the Articles of Incorporation. The Board may adopt and publish additional policies and procedures provided that any such policies and procedures are not inconsistent with the Articles of Incorporation, these Bylaws, or the Charter. In all matters, the Corporation shall be governed by Idaho Law.

Section 6. That Article XII of the Bylaws, be, and the same is hereby amended to read as follows:

ARTICLE XII: AMENDMENTS TO THE GOVERNING DOCUMENTS

SECTION 1. Amendment to the Bylaws and Articles of Incorporation.

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

These Bylaws and the Articles of Incorporation of the Corporation may be altered, amended or repealed and new provisions may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend or repeal or to adopt new provisions at such meeting.

SECTION 2. Charter Amendments Require State Authorization.

(a) The Board may reasonably request that its Authorized Chartering Entity revise its Charter, as authorized by Idaho Code § 33-5209(1).

(b) Board Approval. The Board may vote to recommend altering, adding, repealing or otherwise amending a provisions of the Charter, only by a majority of the Directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend or repeal or to adopt new provisions at such meeting.

(c) Request for Revision. Upon majority approval to revise the Charter, the Board must submit a written request describing the proposed revisions with the Authorized Chartering Entity. The Board shall submit six (6) copies of the proposed revisions to the State Department of Education, for consideration.

(d) Approval of Proposed Charter Revision. If the Authorized Chartering Entity approves the proposed charter revision, a copy of such revision shall be executed by each of the parties to the charter contract and shall be treated as either a supplement to, or amendment of, the final approved petition, as the case may be. The Board shall be responsible for sending a copy of the charter revision to the State Board of Education, as required by Idaho law (see IDAPA 08.02.04.100.02).

(e) Denial of Proposed Charter Revision. If the proposed revision is denied, then after receiving written notice of the decision denying the request for charter revision, the Board may, with majority approval of the Board, appeal the decision denying the request for charter revision to the State Board of Education, pursuant to Idaho law (see IDAPA 08.02.04.403).

BE IT FURTHER RESOLVED that these changes shall take effect immediately upon approval by a majority of the Directors; and

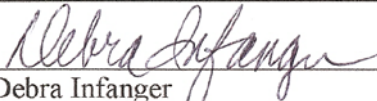
BE IT FURTHER RESOLVED that the Secretary of the Corporation shall incorporate such changes into a published copy of the Bylaws, which Bylaws shall be kept in the Corporate records and made available to the public upon request.

Tab 1: Articles of Incorporation, Bylaws, Signatures, and Mission Statement

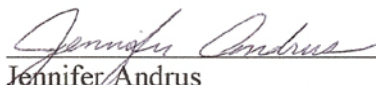
STATE OF IDAHO)
 :SS
County of Gooding)

We, the undersigned, the duly and regularly elected, qualified, and acting President and Secretary of NORTH VALLEY ACADEMY, INC., do hereby certify that the above and foregoing Resolution was regularly adopted by a majority of the Directors of said Corporation at a duly and regularly called and held meeting of the Board of Directors, on the 15th day of August, 2007.

IN WITNESS WHEREOF, we have hereunto set our hand this 15th day of August, 2007.



Debra Infanger
Director/Chairman



Jennifer Andrus
Director/Secretary

III. Signatures and Proof of Qualification of Electors of the Attendance Area: Ref. 33-5205(1)(a) & 33-5205(3)

STATE OF IDAHO
SS
COUNTY OF GOODING

To Idaho Public Charter School Commission, I, Denise M. Gill, County Clerk of Gooding County, hereby certify that **** 15 **** signatures on this petition are those qualified electors.

Signed: *Denise M. Gill*
County Clerk or Deputy

Appendix E: Board Roster

North Valley Academy
October 10, 2013

Board Member Name	Office and Term	Skill Set(s)	Email	Phone
Debra A. Infanger (seat three)	Chairman (9/02/08-9/02/16)	Business, Insurance	debyinfanger@yahoo.com	208-539-7271
Mary Belle Anderson (seat two)	Vice Chair (9/02/08-9/02/16)	Medical, Artec Board	manderson@phd5.idaho.gov	208-358-2918
Michele Elliott (seat five)	Treasurer, 1 year (9/02/08-9/02/15)	Budget, School Finance	michelle.elliott@bliss.234.org	208-352-4447
Tonya Boyer (seat four)	Secretary (9/02/08-9/02/14)	Medical, parent seat	mtdsboyer@yahoo.com	208-539-9993
Al Cox (seat one)	Director (9/02/08-9/02/15)	Sports, Military, parent	alc@ssmidamerica.com	208-358-1071

Appendix F: School Performance Framework

PUBLIC CHARTER SCHOOL COMMISSION - PERFORMANCE FRAMEWORK

Name of School: North Valley Academy Year Opened: 2008 Operating Term: 10/10/13 - 6/30/18 Date Executed: 10/10/2013

Introduction

Idaho's charter school legislation requires each public charter school authorizer to develop a Performance Framework on which the provisions of the Performance Certificate will be based. Performance Frameworks must clearly set forth the academic and operational performance indicators, measures, and metrics that will guide the authorizer's evaluations of each public charter school, and must contain the following:

- Indicators, measures, and metrics for student academic proficiency;
- Indicators, measures, and metrics for student academic growth;
- Indicators, measures, and metrics for college and career readiness (for high schools); and
- Indicators, measures, and metrics for board performance and stewardship, including compliance with all applicable laws, regulations and terms of the performance certificate.

The measurable performance targets contained within the framework must require, at a minimum, that each school meet applicable federal, state, and authorizer goals for student achievement. This Performance Framework was adopted by the Public Charter School Commission (PCSC) on [date] and is intended for use with non-alternative public charter schools authorized by the PCSC.

Performance Framework Structure

The Performance Framework is divided into four sections: Academic, Mission-Specific, Operational, and Financial. The Academic and Mission-Specific sections comprise the primary indicators on which most renewal or non-renewal decisions will be based. The Operational and Financial sections contribute additional indicators that will, except in cases of egregious failure to meet standards, be considered secondary.

Academic:

A high percentage (60%) of a school's total score for the Academic & Mission Specific Accountability Designation reflects the school's performance on a set of academic measures. These measures are the same for all non-alternative schools. The "Meets Standard" rating for each measure is designed to align closely with state minimum standards as established in Idaho's ESEA waiver and Star Rating System.

Mission-Specific:

A significant portion (40%) of a school's total score for the Academic & Mission Specific Accountability Designation reflects the school's performance on a set of mission-specific measures. These measures may be academic or non-academic in nature, but must be objective and data-driven. The number and weighting of mission-specific measures should be established during one-on-one negotiations between the school and authorizer.

During their first Performance Certificate term only, schools authorized to open in or before Fall 2014 may choose to opt-out of the Mission-Specific section of the framework. Schools choosing to opt out of Mission-Specific measures for their first term agree that the weight of those measures will be placed instead on the Academic section, which then becomes the single, primary factor considered for purposes of renewal or non-renewal.

Operational:

Operational indicators comprise a secondary element for consideration during the renewal process. While each school will receive a score in the operational section, this score should not be used as the primary rationale for non-renewal unless the non-compliance with organizational expectations is severe or systemic. Particularly for a school whose academic performance meets or exceeds standards, poor results in this area are more likely to lead to a conditional renewal decision than to non-renewal.

Financial:

Financial indicators comprise a secondary element for consideration during the renewal process. While each school will receive a score in the financial section, this score should not be used as the primary rationale for non-renewal unless the school's financial state at the time of renewal is dire. Particularly for a school whose academic performance meets or exceeds standards, poor results in this area are more likely to lead to a conditional renewal decision than to non-renewal. The PCSC may also elect to renew a financially troubled school that is clearly providing a high quality education, but notify the SDE of the situation so that the payment schedule may be modified in order to safeguard taxpayer dollars.

Accountability Designations

Calculation of the percentage of eligible points earned for each school will guide the determination of that school's accountability designation: Honor, Good Standing, Remediation, or Critical. The accountability designation will, in turn, guide the PCSC's renewal or non-renewal decision-making. Measures for which a school lacks data due to factors such as grade configuration or small size will not contribute to that school's accountability designation. The PCSC will consider contextual factors affecting a school's accountability designation when making renewal or non-renewal decisions.

Honor:

Schools achieving at this level in all categories (academic, mission-specific, operational, and financial) are eligible for special recognition and will be recommended for renewal. Replication and expansion proposals are likely to succeed. The Framework places schools that earn 75-100% of the combined academic and mission-specific points possible in this accountability designation. It is possible for 5-star schools, high-range 4-star schools with solid mission-specific outcomes, and mid-range 4-star schools with strong mission-specific outcomes to receive an honor designation. Schools that fall into this point-percentage category but have poor operational and/or financial outcomes will not be eligible for an honor designation.

Good Standing:

Schools achieving at this level will be recommended for renewal; however, conditional renewal may be recommended if operational and/or financial outcomes are poor. Replication and expansion proposals will be considered. To be placed in this category, schools must receive the appropriate percentage of the combined academic and mission-specific points possible and have at least a 3-star rating. The Framework places schools that earn 55-74% of the combined academic and mission-specific points possible in this accountability designation. It is possible for 3-star or 4-star schools with solid mission-specific outcomes, or 5-star schools with poor mission-specific, financial, and/or operational outcomes to receive a good standing designation. Although 2-star schools with strong mission-specific outcomes could fall into this point-percentage range, they would not be eligible to receive a good standing designation due to their star ratings; the Framework is drafted thus in recognition of Idaho's statutory provision that the performance framework shall, at a minimum, require that each school meet applicable federal and state goals for student achievement.

Remediation:

Schools achieving at this level may be recommended for non-renewal or conditional renewal, particularly if operational and/or financial outcomes are poor. Replication and expansion proposals are unlikely to succeed. The Framework places schools that earn 31-54% of the combined academic and mission-specific points possible in this accountability designation. It is possible for 3-star schools with poor mission-specific outcomes, 2-star schools, or 1-star schools with strong mission-specific outcomes to receive a remediation designation.

Critical:

Schools achieving at this level face a strong likelihood of non-renewal, particularly if operational and/or financial outcomes are also poor. Replication and expansion proposals should not be considered. The Framework places schools that earn less than 30% of the combined academic and mission-specific points possible in this accountability designation. It is possible for 1-star schools or 2-star schools with poor mission-specific outcomes to receive a Critical designation.

INDICATOR 1: STATE AND FEDERAL ACCOUNTABILITY

		Result (Stars)	Points Possible			Points Earned
Measure 1a Overall Star Rating	Is the school meeting acceptable standards according to the existing state grading or rating systems?					
	Exceeds Standard: School received five stars on the Star Rating System	5	25			
	Meets Standard: School received three or four stars on the Star Rating System	4	20			
	Does Not Meet Standard: School received two stars on the Star Rating System	3	15			
	Falls Far Below Standard: School received one star on the Star Rating System	2	0			
		1	0			0.00
Notes						

		Result	Points Possible			Points Earned
Measure 1b State Designations	Is the school meeting state designation expectations as set forth by state and federal accountability systems?					
	Exceeds Standard: School was identified as a "Reward" school.	Reward	25			
	Meets Standard: School does not have a designation.	None	15			
	Does Not Meet Standard: School was identified as a "Focus" school.	Focus	0			
	Falls Far Below Standard: School was identified as a "Priority" school.	Priority	0			
						0.00
Notes						

INDICATOR 2: STUDENT ACADEMIC PROFICIENCY

		Result (Percentage)	Points Possible	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
Measure 2a ISAT / SBA % Proficiency Reading	Are students achieving reading proficiency on state examinations?						
	Exceeds Standard: 90% or more of students met or exceeded proficiency.		57-75	18	90-100	11	0.00
	Meets Standard: Between 65-89% of students met or exceeded proficiency.		38-56	18	65-89	25	0.00
	Does Not Meet Standard: Between 41-64% of students met or exceeded proficiency.		20-37	18	41-64	24	0.00
	Falls Far Below Standard: Fewer than 41% of students met or exceeded proficiency.		0-19	19	1-40	40	0.00
						0.00	
Notes							

		Result (Percentage)	Points Possible	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
Measure 2b ISAT / SBA % Proficiency Math	Are students achieving math proficiency on state examinations?						
	Exceeds Standard: 90% or more of students met or exceeded proficiency.		57-75	18	90-100	11	0.00
	Meets Standard: Between 65-89% of students met or exceeded proficiency.		38-56	18	65-89	25	0.00
	Does Not Meet Standard: Between 41-64% of students met or exceeded proficiency.		20-37	18	41-64	24	0.00
	Falls Far Below Standard: Fewer than 41% of students met or exceeded proficiency.		0-19	19	1-40	40	0.00
						0.00	
Notes							

		Result (Percentage)	Points Possible	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
Measure 3d Norm-Referenced Growth in Reading	Are students making expected annual academic growth in reading compared to their academic peers?						
	Exceeds Standard: The school's Median SGP in reading falls between the 66 th and 99 th percentile.		57-75	18	66-99	34	0.00
	Meets Standard: The school's Median SGP in reading falls between the 43 rd and 65 th percentile.		38-56	18	43-65	23	0.00
	Does Not Meet Standard: The school's Median SGP in reading falls between the 30 th and 42 th percentile.		20-37	18	30-42	13	0.00
	Falls Far Below Standard: The school's Median SGP in reading falls below the 30 th percentile.		0-19	19	1-29	29	0.00
							0.00
Notes							
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Measure 3e Norm-Referenced Growth in Math	Are students making expected annual academic growth in math compared to their academic peers?						
	Exceeds Standard: The school's Median SGP in math falls between the 66 th and 99 th percentile.		57-75	18	66-99	34	0.00
	Meets Standard: The school's Median SGP in math falls between the 43 rd and 65 th percentile.		38-56	18	43-65	23	0.00
	Does Not Meet Standard: The school's Median SGP in math falls between the 30 th and 42 th percentile.		20-37	18	30-42	13	0.00
	Falls Far Below Standard: The school's Median SGP in math falls below the 30 th percentile.		0-19	19	1-29	29	0.00
							0.00
Notes							
<hr/>							
Measure 3f Norm-Referenced Growth in Language	Are students making expected annual academic growth in language compared to their academic peers?						
	Exceeds Standard: The school's Median SGP in language arts falls between the 66 th and 99 th percentile.		57-75	18	66-99	34	0.00
	Meets Standard: The school's Median SGP in language arts falls between the 43 rd and 65 th percentile.		38-56	18	43-65	23	0.00
	Does Not Meet Standard: The school's Median SGP in language arts falls between the 30 th and 42 th percentile.		20-37	18	30-42	13	0.00
	Falls Far Below Standard: The school's Median SGP in language arts falls below the 30 th percentile.		0-19	19	1-29	29	0.00
							0.00
Notes							
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Measure 3g Subgroup Growth Combined Subjects	Is the school increasing subgroup academic performance over time?						
	Exceeds Standard: School earned at least 70% of possible points in SRS Accountability Area 3.		76-100	25	70-100	31	0.00
	Meets Standard: School earned 45-69% of possible points in SRS Accountability Area 3.		51-75	25	45-69	25	0.00
	Does Not Meet Standard: School earned 31-44% of possible points in SRS Accountability Area 3.		26-50	25	31-44	14	0.00
	Falls Far Below Standard: School earned fewer than 30% of possible points in SRS Accountability Area 3.		0-25	25	1-30	30	0.00
							0.00
Notes							

INDICATOR 4: COLLEGE AND CAREER READINESS							
Measure 4a Advanced Opportunity Coursework Notes	Are students participating successfully in advance opportunity coursework?	Result	Points Possible	Points Earned			
	Exceeds Standard: School earned 5 points in SRS Post-Secondary Content Area: Advanced Opportunity	5	50				
	Meets Standard: School earned 3-4 points in SRS Post-Secondary Content Area: Advanced Opportunity	3-4	30				
	Does Not Meet Standard: School earned 2 points in SRS Post-Secondary Content Area: Advanced Opportunity	2	10				
	Falls Far Below Standard: School earned 1 or fewer points in SRS Post-Secondary Content Area: Adv Oppty	1	0	0.00			
Measure 4b1 College Entrance Exam Results Notes	Does students' performance on college entrance exams reflect college readiness?	Result	Points Possible	Points Earned			
	Exceeds Standard: Effective in 2013-14, at least 35% of students met or exceeded the college readiness benchmark on an entrance or placement exam.	5	50				
	Meets Standard: Effective in 2013-14, between 25-34% of students met or exceeded the college readiness benchmark on an entrance or placement exam.)	3-4	30				
	Does Not Meet Standard: Effective in 2013-14, between 20-24% of students met or exceeded the college readiness benchmark on an entrance or placement exam.)	2	10				
	Falls Far Below Standard: Effective in 2013-14, fewer than 20% of students met or exceeded the college readiness benchmark on an entrance or placement exam.	1	0	0.00			
Measure 4b2 College Entrance Exam Results Notes	Does students' performance on college entrance exams reflect college readiness?	Result	Points Possible	Points Earned			
	Exceeds Standard: Effective in 2014-15 and thereafter, at least 45% of students met or exceeded the college readiness benchmark on an entrance or placement exam.	5	50				
	Meets Standard: Effective in 2014-15 and thereafter, between 35-44% of students met or exceeded the college readiness benchmark on an entrance or placement exam.	3-4	30				
	Does Not Meet Standard: Effective in 2014-15 and thereafter, between 30-34% of students met or exceeded the college readiness benchmark on an entrance or placement exam.	2	10				
	Falls Far Below Standard: Effective in 2014-15 and thereafter, fewer than 30% of students met or exceeded the college readiness benchmark on an entrance or placement exam.	1	0	0.00			
Measure 4c Graduation Rate Notes	Are students graduating from high school?	Result (Percentage)	Possible Overall	Possible in this Range	Percentile Targets	Percentile Points	Points Earned
	Exceeds Standard: At least 90% of students graduated from high school.		39-50	12	90-100	11	0.00
	Meets Standard: 81-89% of students graduated from high school.		26-38	13	81-89	9	0.00
	Does Not Meet Standard: 71%-80% of students graduated from high school.		14-26	13	71-80	10	0.00
	Falls Far Below Standard: Fewer than 70% of students graduated from high school.		0-13	13	1-70	70	0.00

MISSION-SPECIFIC GOALS				
Measure 1	Do the school's kindergarten students exhibit patriotism, respect, and high academic achievement in their individual portfolios?	Result	Points Possible	Points Earned
	Exceeds Standard: Students in kindergarten earned an average evaluation point total of 21 to 24 on the NVA Elementary Portfolio Reference Sheet		52	
	Meets Standard: Students in kindergarten earned an average evaluation point total of 15 to 20 on the NVA Elementary Portfolio Reference Sheet		50	
	Does Not Meet Standard: Students in kindergarten earned an average evaluation point total of 9 to 14 on the NVA Elementary Portfolio Reference Sheet		28	
	Falls Far Below Standard: Students in kindergarten earned an average evaluation point total of 0 to 8 on the NVA Elementary Portfolio Reference Sheet		0	0
Notes	Results will be reported by the school to the PCSC by June 15 of each year.			
Measure 2	Do the school's 1st grade students exhibit patriotism, respect, and high academic achievement in their individual portfolios?	Result	Points Possible	Points Earned
	Exceeds Standard: Students in 1st grade earned an average evaluation point total of 21 to 24 on the NVA Elementary Portfolio Reference Sheet		54	
	Meets Standard: Students in 1st grade earned an average evaluation point total of 15 to 20 on the NVA Elementary Portfolio Reference Sheet		50	
	Does Not Meet Standard: Students in 1st grade earned an average evaluation point total of 9 to 14 on the NVA Elementary Portfolio Reference Sheet		28	
	Falls Far Below Standard: Students in 1st grade earned an average evaluation point total of 0 to 8 on the NVA Elementary Portfolio Reference Sheet		0	0
Notes	Results will be reported by the school to the PCSC by June 15 of each year.			
Measure 3	Do the school's 2nd grade students exhibit patriotism, respect, and high academic achievement in their individual portfolios?	Result	Points Possible	Points Earned
	Exceeds Standard: Students in 2nd grade earned an average evaluation point total of 21 to 24 on the NVA Elementary Portfolio Reference Sheet		54	
	Meets Standard: Students in 2nd grade earned an average evaluation point total of 15 to 20 on the NVA Elementary Portfolio Reference Sheet		50	
	Does Not Meet Standard: Students in 2nd grade earned an average evaluation point total of 9 to 14 on the NVA Elementary Portfolio Reference Sheet		28	
	Falls Far Below Standard: Students in 2nd grade earned an average evaluation point total of 0 to 8 on the NVA Elementary Portfolio Reference Sheet		0	0
Notes	Results will be reported by the school to the PCSC by June 15 of each year.			

	Do the school's 3rd grade students exhibit patriotism, respect, and high academic achievement in their individual portfolios?	Result	Points Possible	Points Earned
Measure 4	<p>Exceeds Standard: Students in 3rd grade earned an average evaluation point total of 21 to 24 on the NVA Elementary Portfolio Reference Sheet</p> <p>Meets Standard: Students in 3rd grade earned an average evaluation point total of 15 to 20 on the NVA Elementary Portfolio Reference Sheet</p> <p>Does Not Meet Standard: Students in 3rd grade earned an average evaluation point total of 9 to 14 on the NVA Elementary Portfolio Reference Sheet</p> <p>Falls Far Below Standard: Students in 3rd grade earned an average evaluation point total of 0 to 8 on the NVA Elementary Portfolio Reference Sheet</p>		54	
			50	
			28	
			0	<u>0</u>
Notes	Results will be reported by the school to the PCSC by June 15 of each year.			
	Do the school's 4th grade students exhibit patriotism, respect, and high academic achievement in their individual portfolios?	Result	Points Possible	Points Earned
Measure 5	<p>Exceeds Standard: Students in 4th grade earned an average evaluation point total of 21 to 24 on the NVA Elementary Portfolio Reference Sheet</p> <p>Meets Standard: Students in 4th grade earned an average evaluation point total of 15 to 20 on the NVA Elementary Portfolio Reference Sheet</p> <p>Does Not Meet Standard: Students in 4th grade earned an average evaluation point total of 9 to 14 on the NVA Elementary Portfolio Reference Sheet</p> <p>Falls Far Below Standard: Students in 4th grade earned an average evaluation point total of 0 to 8 on the NVA Elementary Portfolio Reference Sheet</p>		54	
			50	
			28	
			0	<u>0</u>
Notes	Results will be reported by the school to the PCSC by June 15 of each year.			
	Do the school's 5th grade students exhibit patriotism, respect, and high academic achievement in their individual portfolios?	Result	Points Possible	Points Earned
Measure 6	<p>Exceeds Standard: Students in 5th grade earned an average evaluation point total of 21 to 24 on the NVA Elementary Portfolio Reference Sheet</p> <p>Meets Standard: Students in 5th grade earned an average evaluation point total of 15 to 20 on the NVA Elementary Portfolio Reference Sheet</p> <p>Does Not Meet Standard: Students in 5th grade earned an average evaluation point total of 9 to 14 on the NVA Elementary Portfolio Reference Sheet</p> <p>Falls Far Below Standard: Students in 5th grade earned an average evaluation point total of 0 to 8 on the NVA Elementary Portfolio Reference Sheet</p>		54	
			50	
			28	
			0	<u>0</u>
Notes	Results will be reported by the school to the PCSC by June 15 of each year.			

Measure 7	Do the school's 6th grade students exhibit patriotism, respect, and high academic achievement in their individual portfolios?	Result	Points Possible	Points Earned
	Exceeds Standard: Students in 6th grade earned an average evaluation point total of 21 to 24 on the NVA Elementary Portfolio Reference Sheet		54	
	Meets Standard: Students in 6th grade earned an average evaluation point total of 15 to 20 on the NVA Elementary Portfolio Reference Sheet		50	
	Does Not Meet Standard: Students in 6th grade earned an average evaluation point total of 9 to 14 on the NVA Elementary Portfolio Reference Sheet		28	
	Falls Far Below Standard: Students in 6th grade earned an average evaluation point total of 0 to 8 on the NVA Elementary Portfolio Reference Sheet		0	<hr/> 0
Notes	Results will be reported by the school to the PCSC by June 15 of each year.			
Measure 8	Do the school's 7th grade students exhibit patriotism, respect, and high academic achievement in their individual portfolios?	Result	Points Possible	Points Earned
	Exceeds Standard: Students in 7th grade earned an average evaluation point total of 21 to 24 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		54	
	Meets Standard: Students in 7th grade earned an average evaluation point total of 15 to 20 on the NVA Elementary Portfolio Reference Sheet		50	
	Does Not Meet Standard: Students in 7th grade earned an average evaluation point total of 9 to 14 on the NVA Elementary Portfolio Reference Sheet		28	
	Falls Far Below Standard: Students in 7th grade earned an average evaluation point total of 0 to 8 on the NVA Elementary Portfolio Reference Sheet		0	<hr/> 0
Notes	Results will be reported by the school to the PCSC by June 15 of each year.			
Measure 9	Do the school's 8th grade students exhibit patriotism, respect, and high academic achievement in their individual portfolios?	Result	Points Possible	Points Earned
	Exceeds Standard: Students in 8th grade earned an average evaluation point total of 21 to 24 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		54	
	Meets Standard: Students in 8th grade earned an average evaluation point total of 15 to 20 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		50	
	Does Not Meet Standard: Students in 8th grade earned an average evaluation point total of 9 to 14 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		28	
	Falls Far Below Standard: Students in 8th grade earned an average evaluation point total of 0 to 8 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		0	<hr/> 0
Notes	Results will be reported by the school to the PCSC by June 15 of each year.			

Measure 10	Do the school's 9th grade students exhibit patriotism, respect, and high academic achievement in their individual portfolios?	Result	Points Possible	Points Earned
	Exceeds Standard: Students in 9th grade earned an average evaluation point total of 21 to 24 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		54	
	Meets Standard: Students in 9th grade earned an average evaluation point total of 15 to 20 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		50	
	Does Not Meet Standard: Students in 9th grade earned an average evaluation point total of 9 to 14 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		28	
	Falls Far Below Standard: Students in 9th grade earned an average evaluation point total of 0 to 8 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		0	<hr/>
				0
Notes	Results will be reported by the school to the PCSC by June 15 of each year.			
Measure 11	Do the school's 10th grade students exhibit patriotism, respect, and high academic achievement in their individual portfolios?	Result	Points Possible	Points Earned
	Exceeds Standard: Students in 10th grade earned an average evaluation point total of 21 to 24 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		54	
	Meets Standard: Students in 10th grade earned an average evaluation point total of 15 to 20 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		50	
	Does Not Meet Standard: Students in 10th grade earned an average evaluation point total of 9 to 14 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		28	
	Falls Far Below Standard: Students in 10th grade earned an average evaluation point total of 0 to 8 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		0	<hr/>
				0
Notes	Results will be reported by the school to the PCSC by June 15 of each year.			
Measure 12	Do the school's 11th grade students exhibit patriotism, respect, and high academic achievement in their individual portfolios?	Result	Points Possible	Points Earned
	Exceeds Standard: Students in 11th grade earned an average evaluation point total of 21 to 24 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		54	
	Meets Standard: Students in 11th grade earned an average evaluation point total of 15 to 20 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		50	
	Does Not Meet Standard: Students in 11th grade earned an average evaluation point total of 9 to 14 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		28	
	Falls Far Below Standard: Students in 11th grade earned an average evaluation point total of 0 to 8 on the NVA 7th Grade - 11th Grade Portfolio Reference Sheet		0	<hr/>
				0
Notes	Results will be reported by the school to the PCSC by June 15 of each year.			

	Result	Points Possible	Points Earned
Measure 13 Do the school's 12th grade students exhibit patriotism, respect, and high academic achievement in their individual portfolios?			
Exceeds Standard: Students in 12th grade earned an average evaluation point total of 21 to 24 on the NVA 12th Grade Portfolio Reference Sheet		54	
Meets Standard: Students in 12th grade earned an average evaluation point total of 15 to 20 on the NVA 12th Grade Portfolio Reference Sheet		50	
Does Not Meet Standard: Students in 12th grade earned an average evaluation point total of 9 to 14 on the NVA 12th Grade Portfolio Reference Sheet		28	
Falls Far Below Standard: Students in 12th grade earned an average evaluation point total of 0 to 8 on the NVA 12th Grade Portfolio Reference Sheet		0	
Notes Results will be reported by the school to the PCSC by June 15 of each year.			<hr/> 0

INDICATOR 1: EDUCATIONAL PROGRAM				
Measure 1a Implementation of Educational Program	<p>Is the school implementing the material terms of the educational program as defined in the performance certificate?</p> <p>Meets Standard: The school implements the material terms of the mission, vision, and educational program in all material respects and the implementation of the educational program reflects the essential elements outlined in the performance certificate, or the school has gained approval for a charter modification to the material terms.</p> <p>Does Not Meet Standard: School has deviated from the material terms of the mission, vision, and essential elements of the educational program as described in the performance certificate, without approval for a charter modification, such that the program provided differs substantially from the program described in the charter and performance certificate.</p>	Result	Points Possible	
				Points Earned
			25	
			0	
Notes				0.00
Measure 1b Education Requirements	<p>Is the school complying with applicable education requirements?</p> <p>Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to education requirements, including but not limited to: Instructional time requirements, graduation and promotion requirements, content standards including the Common Core State Standards, the Idaho State Standards, State assessments, and implementation of mandated programming related to state or federal funding.</p> <p>Meets Standard: The school has exhibited non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the education requirements; however, matters of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p>Does Not Meet Standard: The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to education requirements; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	Result	Points Possible	
				Points Earned
			25	
			15	
			0	
Notes				0.00
Measure 1c Students with Disabilities	<p>Is the school protecting the rights of students with disabilities?</p> <p>Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to: Equitable access and opportunity to enroll; identification and referral; appropriate development and implementation of IEPs and Section 504 plans; operational compliance, including provision of services in the LRE and appropriate inclusion in the school's academic program, assessments, and extracurricular activities; discipline, including due process protections, manifestation determinations, and behavioral intervention plans; access to the school's facility and program; appropriate use of all available, applicable funding.</p> <p>Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the treatment of students with identified disabilities and those suspected of having a disability. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p> <p>Does Not Meet Standard: The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to the treatment of students with identified disabilities and those suspected of having a disability; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>	Result	Points Possible	
				Points Earned
			25	
			15	
			0	
Notes				0.00

		Result	Points Possible	Points Earned
Measure 1d English Language Learners	Is the school protecting the rights of English Language Learner (ELL) students?			
	<p>Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to requirements regarding ELLs, including but not limited to: Equitable access and opportunity to enroll; required policies related to the service of ELL students; compliance with native language communication requirements; proper steps for identification of students in need of ELL services; appropriate and equitable delivery of services to identified students; appropriate accommodations on assessments; exiting of students from ELL services; and ongoing monitoring of exited students. Matters of non-compliance, if any, are minor and quickly remedied, with documentation, by the governing board.</p>		25	
	<p>Meets Standard: The school has exhibited non-compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the treatment of ELL students; however, matters of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p>		15	
	<p>Does Not Meet Standard: The school exhibits frequent and/or significant non-compliance with applicable laws, rules, regulations, and provisions of the performance certificate relating to requirements regarding ELLs; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>		0	
				<hr/> 0.00
Notes				
INDICATOR 2: FINANCIAL MANAGEMENT AND OVERSIGHT				
Measure 2a Financial Reporting and Compliance	Is the school meeting financial reporting and compliance requirements?			
	<p>Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial reporting requirements, including but not limited to: Complete and on-time submission of financial reports including annual budget, revised budgets (if applicable), periodic financial reports as required by the PCSC, and any reporting requirements if the board contracts with and Education Service Provider; on-time submission and completion of the annual independent audit and corrective action plans (if applicable); and all reporting requirements related to the use of public funds.</p>		25	
	<p>Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to financial reporting requirements. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.</p>		15	
	<p>Does Not Meet Standard: The school exhibits frequent and/or significant failure to comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial reporting requirements; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>		0	
				<hr/> 0.00
Notes				
Measure 2b GAAP	Is the school following Generally Accepted Accounting Principles (GAAP)?			
	<p>Meets Standard: The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to: An unqualified audit opinion; an audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses; and an audit that does not include a going concern disclosure in the notes or an explanatory paragraph within the audit report.</p>		25	
	<p>Does Not Meet Standard: The school exhibits failure to comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to financial management and oversight expectations as evidenced by an annual independent audits; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>		0	
Notes				

GOVERNANCE AND REPORTING		Result	Points Possible	Points Earned
Measure 3a Governance Requirements	Is the school complying with governance requirements?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and provisions of the performance certificate relating to governance by its board, including but not limited to: board policies; board bylaws; state open meetings law; code of ethics; conflicts of interest; board composition; and compensation for attendance at meetings.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to governance by its board. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to governance by its board; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				<hr/> 0.00
Measure 3b Reporting Requirements	Is the school complying with reporting requirements?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to relevant reporting requirements to the PCSC, the SDE, and/or federal authorities, including but not limited to:		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to relevant reporting requirements to the PCSC, the SDE, and/or federal authorities. Instances of non-compliance		15	
	regulations, and provisions of the performance certificate relating to relevant reporting requirements to the PCSC, the SDE, and/or federal authorities; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				<hr/> 0.00
INDICATOR 4: STUDENTS AND EMPLOYEES		Result	Points Possible	Points Earned
Measure 4a Student Rights	Is the school protecting the rights of all students?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to the rights of students, including but not limited to: policies and practices related to recruitment and enrollment; the collection and protection of student information; due process protections, privacy, civil rights, and student liberties requirements; conduct of discipline.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or provisions of the performance certificate relating to the rights of students. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to the rights of students; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				<hr/> 0.00

		Result	Points Possible	Points Earned
Measure 4b Credentialing	Is the school meeting teacher and other staff credentialing requirements?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to state and federal certification requirements.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to state and federal certification requirements. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to state and federal certification requirements; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				<u>0.00</u>
Measure 4c Employee Rights	Is the school complying with laws regarding employee rights?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to employment considerations, including those relating to the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to employment considerations or employee rights. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to employment considerations; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				<u>0.00</u>
Measure 4d Background Checks	Is the school completing required background checks?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to background checks of all applicable individuals.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to background checks of all applicable individuals. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to background checks of all applicable individuals; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				<u>0.00</u>

INDICATOR 5: SCHOOL ENVIRONMENT		Result	Points Possible	Points Earned
Measure 5a Facilities and Transportation	Is the school complying with facilities and transportation requirements?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to the school facilities, grounds, and transportation, including but not limited to: American's with Disabilities Act, fire inspections and related records, viable certificate of occupance or other required building use authorization, documentation of requisite insurance coverage, and student transportation.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to the school facilities, grounds, or transportation. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to the school facilities, grounds, and transportation; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				0.00
Measure 5b Health and Safety	Is the school complying with health and safety requirements?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to safety and the provision of health-related services.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to safety or the provision of health-related services. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to safety and the provision of health-related services; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				0.00
Measure 5c Information Handling	Is the school handling information appropriately?			
	Exceeds Standard: The school materially complies with applicable laws, rules, regulations, and requirements of the performance certificate relating to the handling of information, including but not limited to: maintaining the security of and providing access to student records under the Family Educational Rights and Privacy Act and other applicable authorities; accessing documents maintained by the school under the state's Freedom of Information law and other applicable authorities; Transferring of student records; proper and secure maintenance of testing materials.		25	
	Meets Standard: The school largely exhibits compliance with applicable laws, rules, regulations, or requirements of the performance certificate relating to the handling of information. Instances of non-compliance are minor and quickly remedied, with documentation, by the governing board.		15	
	Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with applicable laws, rules, regulations, and provisions of the performance certificate relating to the handling of information; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.		0	
Notes				0.00

ADDITIONAL OBLIGATIONS		Result	Points Possible	Points Earned
Measure 6a Additional Obligations	<p>Is the school complying with all other obligations?</p> <p>Meets Standard: The school materially complies with all other material legal, statutory, regulatory, or contractual requirements contained in its charter contract that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources: revisions to state charter law; and requirements of the State Department of Education. Matters of non-compliance, if any, are minor and quickly remedied, with documentation, by the governing board.</p>		25	
	<p>Does Not Meet Standard: The school exhibits frequent and/or significant failure to materially comply with with all other material legal, statutory, regulatory, or contractual requirements contained in its charter contract that are not otherwise explicitly stated here; and/or matters of non-compliance are not quickly remedied, with documentation, by the governing board.</p>		0	
Notes				<hr/> 0.00

INDICATOR 1: NEAR-TERM MEASURES			25
Measure 1a Current Ratio Current Ratio: Current Assets divided by Current Liabilities Meets Standard: Current Ratio is greater than or equal to 1.1 OR Current Ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than last year's). <i>Note: For schools in their first or second year of operation, the current ratio must be greater than or equal to 1.1.</i> Does Not Meet Standard: Current Ratio is between 0.9 and 1.0 or equalis 1.0 OR Current Ratio is between 1.0 and 1.1 and one-year trend is negative. Falls Far Below Standard: Current ratio is less than or equal to 0.9.	Result 50 10 0	Points Possible 50 10 0	Points Earned <hr/> 0.00
Notes			
Measure 1b Unrestricted Days Cash Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expense / 365) Meets Standard: 60 Days Cash OR Between 30 and 60 Days Cash and one-year trend is positive. <i>Note: Schools in their first or second year of operation must have a minimum of 30 Days Cash.</i> Does Note Meet Standard: Days Cash is between 15-30 days OR Days Cash is between 30-60 days and one-year trend is negative. Falls Far Below Standard: Fewer than 15 Days Cash.	Result 50 10 0	Points Possible 50 10 0	Points Earned <hr/> 0.00
Notes			
Measure 1c Enrollment Variance Enrollment Variance: Actual Enrollment divided by Enrollment Projection in Charter School Board-Approved Budget Meets Standard: Enrollment Variance equals or exceeds 95 percent in the most recent year. Does Not Meet Standard: Enrollment Variance is between 85-95 percent in the most recent year. Falls Far Below Standard: Enrollment Variance is less than 85 percent in the most recent year.	Result 50 30 0	Points Possible 50 30 0	Points Earned <hr/> 0.00
Notes			
Measure 1d Default Default Meets Standard: School is not in default of loan covenant(s) and/ore is not delinquent with debt service payments. Does Not Meet Standard: Not applicable Falls Far Below Standard: School is in default of loan covenant(s) and/or is delinquent with debt service payments.	Result 50 0	Points Possible 50 0	Points Earned <hr/> 0.00
Notes			

INDICATOR 2: SUSTAINABILITY MEASURES																				
<p>Measure 2a Total Margin and Aggregated 3-Year Total Margin</p>	<p>Total Margin: Net Income divided by Total Revenue AND Aggregated Total Margin: Total 3-Year Net Income divided by Total 3-Year Revenues</p> <p>Meets Standard: Aggregated 3-year Total Margin is positive and the most recent year Total Margin is positive OR Aggregated 3-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive. <i>Note: For schools in their first or second year of operation, the cumulative Total Margin must be positive.</i></p> <p>Does Not Meet Standard: Aggregated 3-Year Total Margin is greater than -1.5 percent, but trend does not "Meet Standard"</p> <p>Falls Far Below Standard: Aggregated 3-Year Total Margin is less than or equal to -1.5 percent OR The most recent year Total Margin is less than -10 percent.</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td></td> <td>50</td> <td></td> </tr> <tr> <td></td> <td>10</td> <td></td> </tr> <tr> <td></td> <td>0</td> <td></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">0.00</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned		50			10			0				0.00			
Result	Points Possible	Points Earned																		
	50																			
	10																			
	0																			
		0.00																		
Notes																				
<p>Measure 2b Debt to Asset Ratio</p>	<p>Debt to Asset Ratio: Total Liabilities divided by Total Assets</p> <p>Meets Standard: Debt to Asset Ratio is less than 0.9</p> <p>Does Not Meet Standard: Debt to Asset Ratio is between 0.9 and 1.0</p> <p>Falls Far Below Standard: Debt to Asset Ratio is greater than 1.0</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td></td> <td>50</td> <td></td> </tr> <tr> <td></td> <td>30</td> <td></td> </tr> <tr> <td></td> <td>0</td> <td></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">0.00</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned		50			30			0				0.00			
Result	Points Possible	Points Earned																		
	50																			
	30																			
	0																			
		0.00																		
Notes																				
<p>Measure 2c Cash Flow</p>	<p>Cash Flow: Multi-Year Cash Flow = Year 3 Total Cash - Year 1 Total Cash AND One-Year Cash Flow = Year 2 Total Cash - Year 1 Total Cash</p> <p>Meets Standard (in one of two ways): Multi-Year Cumulative Cash Flow is positive and Cash Flow is positive each year OR Multi-Year Cumulative Cash Flow is positive, Cash Flow is positive in one of two years, and Cash Flow in the most recent year is positive. <i>Note: Schools in their first or second year of operation must have positive cash flow.</i></p> <p>Does Not Meet Standard: Multi-Year Cumulative Cash Flow is positive, but trend does not "Meet Standard"</p> <p>Falls Far Below Standard: Multi-Year Cumulative Cash Flow is negative</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td></td> <td>0</td> <td></td> </tr> <tr> <td></td> <td>50</td> <td></td> </tr> <tr> <td></td> <td>30</td> <td></td> </tr> <tr> <td></td> <td>0</td> <td></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">0.00</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned		0			50			30			0				0.00
Result	Points Possible	Points Earned																		
	0																			
	50																			
	30																			
	0																			
		0.00																		
Notes																				
<p>Measure 2d Debt Service Coverage Ratio</p>	<p>Debt Service Coverage Ratio: (Net Income + Depreciation + Interest Expense)/(Annual Principal, Interest, and Lease Payments)</p> <p>Meets Standard: Debt Service Coverage Ratio is equal to or exceeds 1.1</p> <p>Does Not Meet Standard: Debt Service Coverage Ratio is less than 1.1</p> <p>Falls Far Below Standard: Not Applicable</p>	<table border="1"> <thead> <tr> <th>Result</th> <th>Points Possible</th> <th>Points Earned</th> </tr> </thead> <tbody> <tr> <td></td> <td>50</td> <td></td> </tr> <tr> <td></td> <td>0</td> <td></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">0.00</td> </tr> </tbody> </table>	Result	Points Possible	Points Earned		50			0				0.00						
Result	Points Possible	Points Earned																		
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		0.00																		
Notes																				

NORTH VALLEY ACADEMY --- PERFORMANCE FRAMEWORK SCORING

ACADEMIC	Measure	Possible Elem / MS Points	% of Total Points	POINTS EARNED	Possible HS Points	% of Total Points	POINTS EARNED
State/Federal Accountability	1a	25	2%	0.00	25	1%	0.00
	1b	25	2%	0.00	25	1%	0.00
Proficiency	2a	75	5%	0.00	75	4%	0.00
	2b	75	5%	0.00	75	4%	0.00
	2c	75	5%	0.00	75	4%	0.00
	3a	100	7%	0.00	100	6%	0.00
Growth	3b	100	7%	0.00	100	6%	0.00
	3c	100	7%	0.00	100	6%	0.00
	3d	75	5%	0.00	75	4%	0.00
	3e	75	5%	0.00	75	4%	0.00
	3f	75	5%	0.00	75	4%	0.00
	3g	100	7%	0.00	100	6%	0.00
	4a				50	3%	0.00
College & Career Readiness	4b1 / 4b2				50	3%	0.00
	4c				50	3%	0.00
Total Possible Academic Points		900			1050		
- Points from Non-Applicable							
Total Possible Academic Points for This School		900			1050		
Total Academic Points Received				0.00			0.00
% of Possible Academic Points for This School				0.00%			0.00%

MISSION-SPECIFIC	Measure	Possible Points	% of Total Points	POINTS EARNED	Possible Points	% of Total Points	POINTS EARNED
Average Portfolio Score - K	1				52	3%	0.00
Average Portfolio Score - 1st	2				54	3%	0.00
Average Portfolio Score - 2nd	3				54	3%	0.00
Average Portfolio Score - 3rd	4				54	3%	0.00
Average Portfolio Score - 4th	5				54	3%	0.00
Average Portfolio Score - 5th	6				54	3%	0.00
Average Portfolio Score - 6th	7				54	3%	0.00
Average Portfolio Score - 7th	8				54	3%	0.00
Average Portfolio Score - 8th	9				54	3%	0.00
Average Portfolio Score - 9th	10				54	3%	0.00
Average Portfolio Score - 10th	11				54	3%	0.00
Average Portfolio Score - 11th	12				54	3%	0.00
Average Portfolio Score - 12th	13				54	3%	0.00
Total Possible Mission-Specific Points		600	40%		700	40%	
Total Mission-Specific Points Received				0.00			0.00
% of Possible Mission-Specific Points Received				0.00%			0.00%
TOTAL POSSIBLE ACADEMIC & MISSION-SPECIFIC POINTS		1500			1750		
TOTAL POINTS RECEIVED				0.00			0.00
% OF POSSIBLE ACADEMIC & MISSION-SPECIFIC POINTS				0.00%			0.00%

OPERATIONAL	Measure	Points Possible	% of Total Points	Points Earned
Educational Program	1a	25	6%	0.00
	1b	25	6%	0.00
	1c	25	6%	0.00
	1d	25	6%	0.00
Financial Management & Oversight	2a	25	6%	0.00
	2b	25	6%	0.00
Governance & Reporting	3a	25	6%	0.00
	3b	25	6%	0.00
Students & Employees	4a	25	6%	0.00
	4b	25	6%	0.00
	4c	25	6%	0.00
	4d	25	6%	0.00
School Environment	5a	25	6%	0.00
	5b	25	6%	0.00
	5c	25	6%	0.00
Additional Obligations	6a	25	6%	0.00
TOTAL OPERATIONAL POINTS		400	100%	0.00
% OF POSSIBLE OPERATIONAL POINTS				0.00%

FINANCIAL	Measure	Points Possible	% of Total Points	Points Earned
Near-Term Measures	1a	50	13%	0.00
	1b	50	13%	0.00
	1c	50	13%	0.00
	1d	50	13%	0.00
Sustainability Measures	2a	50	13%	0.00
	2b	50	13%	0.00
	2c	50	13%	0.00

NORTH VALLEY ACADEMY --- PERFORMANCE FRAMEWORK SCORING

	2d	50	13%	0.00
TOTAL FINANCIAL POINTS		400	100%	0.00
% OF POSSIBLE FINANCIAL POINTS				0.00%

NORTH VALLEY ACADEMY --- PERFORMANCE FRAMEWORK SCORING

ACCOUNTABILITY DESIGNATION	Academic & Mission-Specific		Operational		Financial	
	Range	% of Points Possible Earned	Range	% of Points Possible Earned	Range	% of Points Possible Earned
<p>Honor Schools achieving at this level in all categories are eligible for special recognition and will be recommended for renewal. Replication and expansion proposals are likely to succeed.</p>	75% - 100%	of points possible	90% - 100%	of points possible	85% - 100%	of points possible
<p>Good Standing Schools achieving at this level in Academic & Mission-Specific will be recommended for renewal; however, conditional renewal may be recommended if Operational and/or Financial outcomes are poor. Replication and expansion proposals will be considered. To be placed in this category for Academic & Mission-Specific, schools must receive the appropriate percentage of points and have at least a Three Star Rating.</p>	55% - 74%	of points possible	80% - 89%	of points possible	65% - 84%	of points possible
<p>Remediation Schools achieving at this level in Academic & Mission-Specific may be recommended for non-renewal or conditional renewal, particularly if Operational and/or Financial outcomes are also poor. Replication and expansion proposals are unlikely to succeed.</p>	31% - 54%	of points possible	61% - 79%	of points possible	46% - 64%	of points possible
<p>Critical Schools achieving at this level in Academic & Mission-Specific level face a strong likelihood of non-renewal, particularly if Operational and/or Financial outcomes are also poor. Replication and expansion proposals should not be considered.</p>	0% - 30%	of points possible	0% - 60%	of points possible	0% - 45%	of points possible

Appendix G: Authorizer Policies

Section I: (Reserved for General Governing Policies & Procedures)

Section II: Oversight Policies and Procedures (Adopted June 13, 2013)

A. Submission of Meeting Materials

1. **Regular Meeting Materials Deadline:** Materials to be considered at a regular meeting of the Public Charter School Commission (PCSC) must be received by the PCSC office no later than thirty (30) days prior to the meeting date. Additional or revised materials will be received after this deadline only upon the specific direction of PCSC staff.
2. **Fiscal Materials Deadline:** Updated materials related to fiscal information specifically requested by PCSC staff must be received by the PCSC office no later than 8:00 a.m. three (3) business days prior to a regular meeting date. This provision notwithstanding, fiscal information must also be provided in accordance with the 30-day deadline.
3. **Special Meeting Materials Deadline:** Materials to be considered at a special meeting of the PCSC must be received by the PCSC office no later than 48 hours prior to the meeting time. Additional or revised materials will be received after this deadline only upon the specific direction of PCSC staff.
4. **Meeting Materials Format:** Meeting materials must be submitted electronically via electronic mail, web-based file-sharing services, or portable data storage device. Documents must be combined into the smallest possible number of files and be submitted in Word or Adobe PDF. Materials submitted in hard copy or as more than ten (10) separate electronic files will not be accepted, except in rare cases as specifically directed, in advance, by PCSC staff.
5. **Additional Materials and Handouts:** No additional materials or handouts will be accepted at PCSC meetings. Rare exceptions will be made only as specifically directed by the Chairman.
6. **Audio/Visual Presentations:** Audio/visual presentation files must be submitted one (1) week prior to a regular meeting or 48 hours prior to a special meeting. Such files must be submitted to the PCSC office via electronic mail, web-based file-sharing services, or portable data storage device, and will be made available to presenters at the meeting site using PCSC computer and projection equipment.

Section II: Oversight Policies and Procedures

B. New Charter Petitions

1. Petition Consideration Timeline

- a. The PCSC shall consider new charter school petitions on a timeline in compliance with I.C. § 33-5205.
- b. New charter petitions shall be considered only at regularly scheduled PCSC meetings.
- c. The PCSC shall hold an initial hearing to consider the merits of the petition held within 75 days after a petition is “considered received” as defined in IDAPA 08.03.01.300.04.

2. Standards for Petition Approval

- a. In order to be eligible for approval, a charter petition must score at least a 2 on every indicator on the Petition Evaluation Rubric (PER). The PER shall be available to charter petitioners in advance of petition submission.
- b. Consideration shall be given to indicators receiving a score of 3 and thereby influencing the total points earned to demonstrate the overall strength of the petition, but such indicators shall not overrule Section II.B.2.a of this policy.
- c. Petitions shall be scored against the PER by PCSC staff in advance of the PCSC’s consideration of the petition. The PCSC may, at its discretion and by formal motion, modify the PER ratings recommended by PCSC staff.
- d. The PCSC may approve a new charter petition contingent upon minor, specific revisions that the petitioners are directed to make to PCSC staff’s satisfaction. The PCSC’s written notice of approval shall not be issued until the revisions are approved by PCSC staff. If not finalized by written notice, the PCSC’s contingent approval shall expire effective at 8:00 a.m. Mountain Time on the date of the PCSC’s next regularly scheduled meeting.

3. Petition Evaluation Process

- a. Petitions shall be submitted electronically via electronic mail, web-based file-sharing services, or portable data storage device. Documents must be combined into no more than two (2) files, one comprising the body of the petition and the other the combined appendices. The body of the petition must be submitted in Microsoft Word format.

Section II: Oversight Policies and Procedures

B. New Charter Petitions

3. Petition Evaluation Process

- b. Upon initial submission to the PCSC office, petitions shall be evaluated using the PER. Results shall be provided to the petitioning group within 30 days.
- c. One (1) petition revision shall be accepted by PCSC staff prior to the initial PCSC hearing, provided it is received no later than the meeting materials submission deadline described in Section II.A.1 of this policy.
 - i. Revised petitions shall show all changes in legislative format (see [The Idaho Rule Writer's Manual](#), section II.4, pg. 36), with the exception of changes to budget spreadsheets and PCSC templates. The "show changes" feature in Word shall not be considered an acceptable substitute for legislative format.
 - ii. Revised petitions shall clearly show the submission date of the revision on the title page.
 - iii. Petition revisions shall be submitted in accordance with Section II.B.3.a of this policy. The entire petition, including appendices, must be submitted with each revision.
 - iv. Petition revisions submitted out of compliance with this section shall be returned to the petitioners without further review.
 - v. Petition revisions that fail to substantially address concerns previously cited by the PCSC and PCSC staff shall be returned to the petitioners without further review.
 - vi. Petition revisions that are returned without review in accordance with this policy may be resubmitted, with relevant corrections made, within the initial deadlines imposed by this policy.
- d. The most recent, complete petition revision in the possession of PCSC staff by close of business (5:00 p.m. Mountain Time) on the meeting materials submission deadline will be the version provided to the PCSC.
- e. The petition revision provided to the PCSC shall be accompanied by a PER updated to reflect the merits of that revision. The petitioning group shall also be provided with the updated PER results.
- f. Additional revisions or supplementary documents submitted separately from the petition and/or after the materials submission deadline shall not be considered, except in rare cases by advance permission of PCSC staff. Public comment on the petition is excluded from this provision.

Section II: Oversight Policies and Procedures

B. New Charter Petitions

3. Petition Evaluation Process

- g. If, at the initial hearing, a decision regarding a petition is delayed, one (1) revision will be accepted by PCSC staff prior to the second PCSC hearing. If, in the opinion of PCSC staff, the revision demonstrates clear effort to resolve all previously identified concerns but still does not score all 2's or better on the PER, primarily for reasons beyond the petitioners' control, PCSC staff may offer the option of one (1) additional revision to the relevant section(s) of the petition, provided it is received no later than the meeting materials submission deadline and in accordance with Section II.B.3.c.i-iii of this policy.

C. Proposed Charter or Performance Certificate Amendments

1. Proposed Charter or Performance Certificate Amendment Consideration Timeline

- a. The PCSC will consider proposed amendments to a school's charter or performance certificate on a timeline in compliance with IDAPA 08.02.04.302.03.
 - i. Proposed amendments, other than those deemed appropriate for administrative approval per item (c.) of this section, must be submitted according to the meeting materials deadlines outlined in II.A.
- b. In accordance with IDAPA 08.02.04.302.03, the PCSC delegates to the Public Charter School Commission Director authority to approve minor revisions to a school's charter or performance certificate.
- c. Pursuant to I.C. §33-5206(8), proposals to increase enrollment by 10% or more of the public charter school's approved enrollment cap shall be considered by the PCSC during a public hearing.

2. Standards for Charter Amendment Approval

- a. When proposed charter amendments are closely aligned to a section of the Petition Evaluation Rubric (PER), PCSC staff will use the PER to evaluate the proposed charter amendment and make recommendations to the PCSC.
 - i. In order to receive a staff recommendation for approval, a proposed charter amendment must score at least a 2 on every relevant indicator on the Petition Evaluation Rubric (PER). The PER will be available to charter holders in advance of amendment submission.

Section II: Oversight Policies and Procedures

C. Proposed Charter or Performance Certificate Amendments

2. Standards for Charter Amendment Approval

- ii. Consideration shall be given to indicators receiving a score of 3 and thereby influencing the total points earned to demonstrate the overall strength of the proposed charter amendment, but such indicators shall not overrule Section II.C.2.b.i of this policy.
- b. Proposed charter amendments shall be scored against the PER by PCSC staff in advance of consideration of the proposed charter amendments. The PCSC may, at its discretion and by formal motion, modify the PER ratings recommended by PCSC staff.

3. Proposed Charter or Performance Certificate Amendment Process

- a. Proposed charter or performance certificate amendments shall be submitted electronically via electronic mail, web-based file-sharing services, or portable data storage device.
- b. Proposed charter or performance certificate amendments shall be accompanied by a cover letter explaining the nature of and rationale for the proposed amendment. Supporting documentation, including budgets, shall be provided when relevant.
- c. Documents associated with a proposed charter or performance certificate amendment must be combined into no more than two (2) files, one comprising the section(s) of the charter or performance certificate to be amended and the other comprising the cover letter and documentation described in Section II.C.3.b of this policy. The charter or excerpt(s) thereof must be submitted in Microsoft Word format.
- d. Proposed charter or performance certificate amendments must show all proposed changes in legislative format. Use of Microsoft Word's "show changes" feature shall not be considered an acceptable substitute for legislative format.
- e. One (1) revision of the proposed charter or performance certificate amendments will be accepted by PCSC staff prior to the PCSC hearing, provided it is received within the deadline established in writing by PCSC staff.
- f. The most recent, complete revision in the possession of PCSC staff by close of business (5:00 p.m. Mountain Time) on the deadline established in writing by PCSC staff shall be the version provided to the PCSC.

Section II: Oversight Policies and Procedures

C. Proposed Charter or Performance Certificate Amendments

3. Proposed Charter or Performance Certificate Amendment Process

- g. The revision provided to the PCSC will be accompanied by a PER or alternate evaluation document updated to reflect the merits of that revision. The charter holder will also be provided with the updated PER or evaluation document results.
- h. Additional revisions or supplementary documents submitted separately from the proposed charter or performance certificate amendment and/or after the deadline established in writing by PCSC staff shall not be considered, except in rare cases by advance permission of PCSC staff. Public comment on the proposed charter amendment is excluded from this provision.

4. PCSC Decisions Regarding Proposed Charter or Performance Certificate Amendments

- a. The PCSC shall approve or deny a proposed charter or performance certificate amendment at the time of consideration.

Appendix H: Enrollment Policy

Admission Procedures

NVA will be open to all students, on a space available basis within each grade level as established by the Board. The school will not discriminate based on race, creed, color, gender, national origin, or ancestry. Special needs of students will not be a factor in admission decisions. The school will not charge tuition for students residing in the state of Idaho, levy taxes, or issue bonds. The Board may choose to charge student fees as allowed by state law. The parameters and procedures set forth in the following Items A-I, are applicable to students wishing to enroll in both NVA and NVA's blended program courses. NVA will conduct a separate lottery for students wishing to enroll in NVA's blended program courses.

A. Enrollment Deadline

NVA will establish an enrollment deadline by which date all requests for admission to attend NVA for the next school year must be received. Late applications will be accepted for admission for slots remaining open and/or in addition to waiting lists at any time.

B. Requests for Admission

A parent, guardian, or other person with legal authority to make decisions regarding school attendance on behalf of a student in Idaho, may make a request in writing for such student to attend NVA. The request for admission will contain the name(s) and grade(s) of student(s) seeking enrollment in NVA, address, and telephone number of each prospective family. In the case of a family with more than one student seeking to attend NVA, a single request for admission must be submitted on behalf of all siblings.

If the initial capacity of NVA is insufficient to enroll all prospective students, then an equitable selection process, such as a lottery or other random method, will be utilized to determine which prospective students will be admitted to NVA, as described in IDAPA 08.02.04.203.09. Only those written requests for admission submitted on behalf of prospective students that are received prior to the enrollment deadline established by NVA will be permitted to participate in the equitable selection process.

C. Admissions Preference

NVA will establish admission preference as authorized by Section 33-5205(3)(j), Idaho Code, for students returning to NVA, students of founders, siblings of students already selected to attend NVA, and those in the primary attendance area.

1. Founders

Founders will be defined as those persons:

- a. involved in the initial writing of the petition for the Charter of NVA, by:

- i. researching start-up facilities sites
- ii. budget planning
- iii. writing policies and definitions

b. Those individuals who have made a significant contribution to the development and establishment of NVA as defined by the Board.

D. Priority of Preferences for Initial Enrollment

1. Selection Hierarchy

Admission preferences for initial enrollment of students for NVA will have the selection hierarchy as described in Section 33-5205 of the Idaho Code and IDAPA 08.02.04.203.

2. Attendance Areas

The primary attendance area for NVA will be Gooding School District boundaries.

3. Re-enrollment

Once enrolled in NVA, students will not be required to reapply each year thereafter. Hence, once admitted, a student will not be removed because another student seeks admission.

E. Priority Preferences for Subsequent Enrollment Periods

NVA will have admission preferences for enrollment of students in subsequent school years, with the selection hierarchy with respect to such preferences outlined in Section 33-5205 of the Idaho Code:

1. First priority group: students returning to NVA;
2. Second priority group: children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of the public charter school;
3. Third priority group: siblings of pupils already selected by the lottery or other random method;
4. Fourth priority group: applicants in primary attendance area; and
5. Fifth priority group: applicants outside of primary attendance area

Beginning with the 2010-2011 school year, North Valley Academy amends the priority preference as follows:

Children of full-time employees of the public charter school will be included within the first priority group, subject to the limitations therein. Otherwise, such children shall be included in the third priority group, subject to the limitations therein.

North Valley Academy will include the following children within the second priority group, subject to the limitations therein:

1. Children of full-time employees of NVA, and
2. Children who attended NVA within the previous three (3) school years, but who withdrew as a result of the relocation of a parent or guardian due to an academic sabbatical, employer or military transfer or reassignment.

F. Proposed Attendance List

Each year NVA will maintain a proposed attendance list containing the names of all prospective students on whose behalf a timely request for admission was received, separated by grade level. The proposed attendance list may contain columns next to the name of each student, in which NVA will designate admission preferences applicable to each prospective student. The columns might designate —A|| for returning preference; – B|| for founders preference; – C|| for sibling preference, with a corresponding cross-reference to each of the siblings of the prospective student; and —D|| for attendance area preference.

G. Provision for Over Enrollment: Equitable Selection Process

If the initial capacity of NVA is insufficient to enroll all prospective students, or if capacity is insufficient to enroll all prospective students in subsequent school years, then NVA will determine who will be offered admission to NVA by conducting a fair and equitable lottery selection process.

H. Final Selection List

The names of the persons in highest order on the final selection list will have the highest priority for admission to NVA in that grade, and will be offered admission to NVA in such grade until all seats for that grade are filled.

1. Notification and Acceptance Process

- a. Within seven days after conducting the selection process, NVA will send an offer letter to the parent, who submitted an admission request on behalf of the student, advising the person that the student has been selected for admission to NVA. The offer letter must be signed by the student's parent, and returned to NVA by the date designated in the offer letter from NVA.
- b. Within seven days after conducting the selection process, NVA will send a letter to the parent, or other person who has submitted an admission request on behalf of the student, advising them that the perspective student is not eligible for admission, but will be placed on a waiting list and may be eligible for admission at a later date if a seat becomes available. Ref. Idaho Code § 33-5205(3)(j)
- c. If a parent receives an offer letter on behalf of a student and declines admission, or fails to sign and return the offer in a timely manner by the date designated in the offer letter, then the name of that student will be stricken from the final selection list, and that seat will be made available to the next eligible student on the final selection list.

d. If a student withdraws from NVA during the school year for any reason, then the seat that opens in that grade will be made available to the next eligible student on the final selection list.

2. Subsequent School Years

The final selection list for a given school year will not roll over to the next subsequent school year. If the capacity of NVA is not sufficient to enroll all prospective students during the next subsequent school year, then a new equitable selection process will be conducted by NVA for that year.

All prospective students who miss the enrollment deadline will be placed at the bottom of the final selection list in the order in which they are received. They will only receive admittance to NVA when all prospective students on the final selection list have been given the option of acceptance and there are still vacancies in the grade level needed.

I. Amendments

NVA has the right to amend these admission procedures as needed with the approval of the Authorized Chartering Entity. Any changes will conform to the laws of the State of Idaho and applicable rule of the Idaho State Board of Education.

Appendix I: Public Charter School Closure Protocol



CLOSURE PROTOCOL

August 2013

Background

This Closure Protocol is aligned to Idaho statute and rule and is designed to reflect best practices for managing the school closure process in an organized manner that protects the state, students and the community.

The Idaho Public Charter School Commission Closure Protocol is based on the Colorado Charter School Sample Closure Framework released in 2011 and publicly available at www.charterschoolquality.org. The Colorado Sample Closure Framework was created through the collaborative work of the Colorado Department of Education, the Colorado League of Charter Schools, and the Colorado Charter School Institute.

The Colorado Charter School Sample Closure Framework incorporated information from the following sources:

1. *Accountability in Action: A Comprehensive Guide to Charter School Closure*. Edited by Kim Wechtenhiser, Andrew Wade, and Margaret Lin. National Association of Charter School Authorizers (2010).
2. Colorado Charter School Institute Closure Project Plan (2010).
3. *Charter Renewal*. Charter Schools Institute, The State University of New York (SUNY).
4. *Pre-Opening Checklist and Closing Checklist*. Office of Education Innovation, Office of the Mayor, City of Indianapolis.
5. *2010-2011 Charter Renewal Guidelines*. District of Columbia Public Charter School Board.

During the revision process, the following additional sources were integrated into the Idaho Public Charter School Commission Closure Protocol:

6. *Navigating the Closure Process*. Matthew Shaw. Authorizing Matters Issue Brief, May 2011. National Association of Charter School Authorizers (2011).

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Introduction

Charter school closures happen when a school’s charter is revoked, non-renewed, or relinquished. A number of factors can lead to closure of the school, including poor academic performance, finances, governance, or safety issues. Regardless of the reasons for closure, the board of directors of the public charter school is responsible for managing the closure and dissolution process.² Cooperation between the public charter school board and administrator, authorizer, and other state entities can allow for the facilitation of a smooth process that “minimize[s] disruption for students while ensuring that public funds are used appropriately.”³

The closure process should begin as soon as the authorizer or the charter school board takes initial action to close the school, regardless of whether an appeals process has been completed or the decision has been finalized. This allows the school and authorizer to discuss the potential closure, identify a tentative timeline for the final decision, and work together to establish a closure team and clear paths of communication with each other, stakeholders, and the community.

Whenever possible, the authorizer and public charter school should work together to ensure that the school is able to operate through the completion of the regularly-scheduled school year. Under most circumstances, this should allow adequate time to complete all closure tasks. More importantly, it minimizes instructional gaps for students. However, there are occasions when it is necessary for a school to close mid-year. In these cases, students’ educational transitions should be the highest priority. The school, authorizer, and other state entities must also identify the appropriate closure team and work closely together to prioritize closure tasks and manage their completion in as organized and efficient manner as possible.

Though individual schools should develop closure plans that are tailored to their situation, resources, and needs, all schools should keep the following primary goals in mind:

1. Providing educational services in accordance with the charter and performance certificate until the end of the school year, or the agreed upon date when instruction will stop.
2. Reassigning students to schools that meet their educational needs.
3. Addressing the school’s financial, legal and reporting obligations.

The closure process has many tasks, which are illustrated in the chart below. Based on the circumstances surrounding the closure, not all tasks in this protocol may apply. When the charter school, authorizer, and other state entities meet at the outset of the closure process, they should refer to the Closure Protocol and identify which tasks will be required or necessary. During this meeting, responsible parties and completion dates should be agreed upon to ensure a transparent and smooth closure. The template that follows includes the basic tasks that will usually need to be addressed to close a school; the format allows for the insertion of responsible parties and task deadlines.

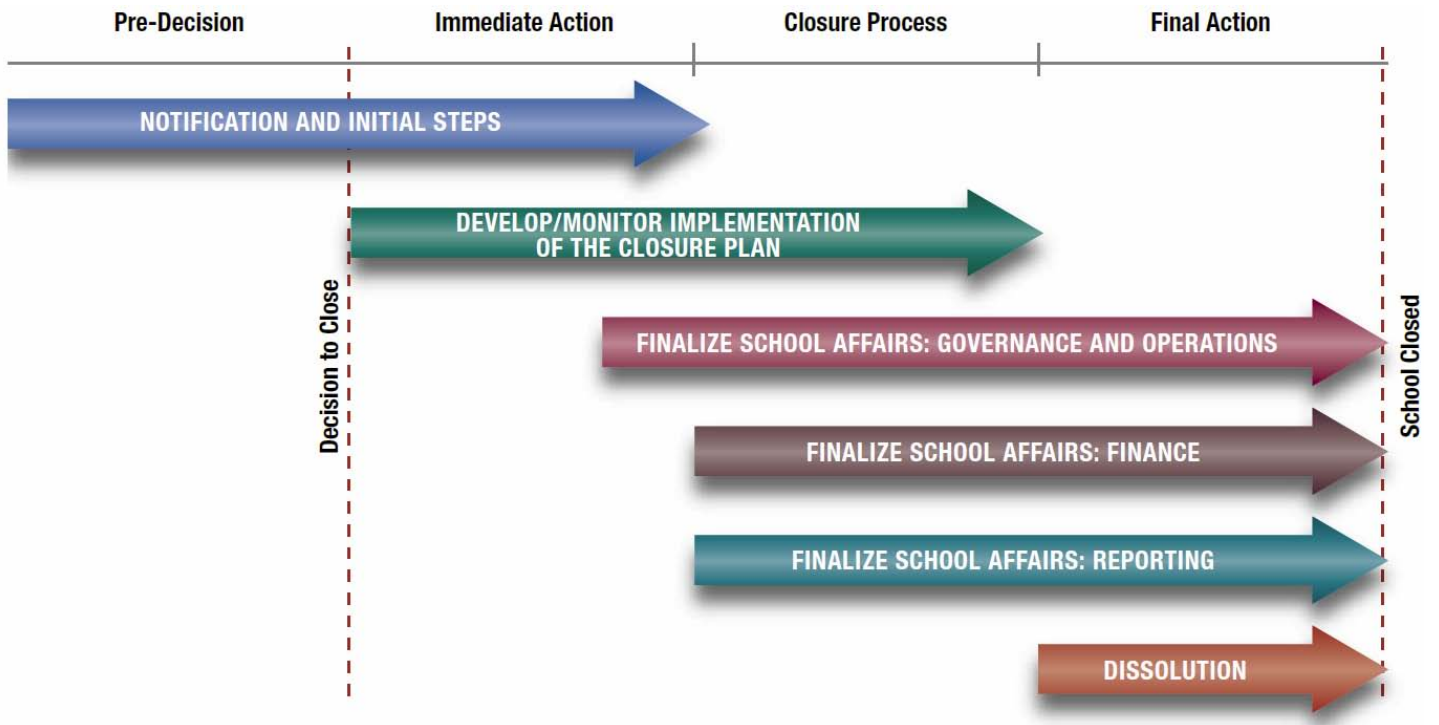
Endnotes

¹ Peyser, J. and Marino, M. “Why Good Authorizers Should Close Bad Schools.” *Accountability in Action: A Comprehensive Guide to Charter School Closure*. National Association of Charter School Authorizers (2010). Pages 6 and 9.

² I.C. § 33-5212

³ Shaw, M. “Navigating the Closure Process.” *Authorizing Matters Issue Brief*, May 2011. National Association of Charter School Authorizers (2011). Pages 2-3.

A Conceptual Timeline for Closure



Notification and Initial Steps

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
<p>Meet with PCSC and SDE staff</p> <p>Within 3 business days of the authorizer’s or school’s initial / intended closure decision, the charter school administrator and a representative of the school’s board will meet (in-person or via telephone or web conference) with staff representatives of the PCSC and SDE to:</p> <ol style="list-style-type: none"> 1. Review the remaining process for finalizing the closure decision as applicable 2. Review the Closure Protocol and tasks and clarify critical deadlines 3. Identify points of contact for media or community questions 4. Draft communication to staff, families, and affected districts 	School, PCSC, SDE			
<p>Notify Parents / Guardians of Potential Closure</p> <ol style="list-style-type: none"> 1. Within one week of the authorizer’s or school’s initial / intended closure decision, the charter school will send letters to enrolled families. Notification should include: <ul style="list-style-type: none"> • The reasons for closure. • If applicable, an explanation of the appeals process and likely timeline for a final decision. • Assurance that instruction will continue through the end of the school year or an estimation of when instruction will cease. • Assurance that after a final decision is reached, parents/students will be notified and assisted in the reassignment process. • Public Charter School Closure FAQ. • Contact information for parents/guardians with questions. 	School, PCSC			
<p>Notify School Districts Materially Impacted</p> <ol style="list-style-type: none"> 1. Within one week of the authorizer’s or school’s initial / intended closure decision, the charter school will send letters to districts materially impacted by the closure decision. Notification should include: <ul style="list-style-type: none"> • The reasons for closure. • If applicable, an explanation of the appeals process and likely timeline for a final decision. • Copy of the letter sent to parents. • Public Charter School Closure FAQ. • Contact information for questions. 	School, PCSC			
<p>Meet with Charter School Faculty and Staff</p> <p>Administrator and charter board chair meet with the faculty and staff to:</p> <ol style="list-style-type: none"> 1. Discuss reasons for closure, status of appeals process (if applicable), and likely timeline for a final decision. 2. Emphasize importance of maintaining continuity of instruction through the end of the school year. 3. Emphasize need to limit expenditures to necessities. 4. Discuss plans for helping students find new schools and need for teachers and staff to have organized student files prepared for transfer. 5. Identify date when last salary checks will be issued, when benefits terminate, and anticipated last day of work. 6. Describe assistance, if any, that will be provided to faculty and staff to find new positions. 	School			
<p>Review and Report on Finances</p> <ol style="list-style-type: none"> 1. Review budget to ensure that funds are sufficient to operate the school through the end of the school year, if applicable. Communicate with the PCSC and SDE regarding financial status and next steps. 2. Limit expenditures to only those in the approved budget and delay approving expenditures that might no longer be necessary until a revised budget is approved. 3. Communicate with the SDE regarding whether there are any anticipated changes to remaining disbursements from the state. 	School, PCSC, SDE			

<p>Send Additional and Final Notifications</p> <ol style="list-style-type: none"> 1. Notify parents and affected school districts in writing after key events (e.g., denial of an appeal) and when the closure decision is final. 2. The letters notifying staff, parents, and other districts of the final closure decision should include: <ul style="list-style-type: none"> • The last day of instruction. • Any end-of-the-year activities that are planned to make the transition easier for parents and students. • Assistance that will be provided to families in identifying new schools. This may include a list of school options; application deadlines or open house dates for traditional public, public charter, or private schools; or individual meetings with families. • Basic information about the process for access and transfer of student and personnel records. 	<p>School, PCSC</p>			
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Develop/Monitor Implementation of the Closure Plan

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
<p>Establish Transition Team, Develop Closure Plan, and Assign Roles</p> <ol style="list-style-type: none"> 1. Contact appropriate entities to establish a transition team, including: <ul style="list-style-type: none"> • A member of the PCSC staff • A member of the SDE staff • Charter school board chair • Lead administrator from the charter school • Lead finance person from the charter school • Additional members as deemed appropriate 2. Develop plan, review roles of primary entities, identify individuals responsible for closure tasks, and exchange contact information. 	School, PCSC, SDE			
<p>Establish a Schedule for Meetings and Interim Status Reports</p> <p>Agree on a meeting schedule to review progress and interim, written status reports to include:</p> <ol style="list-style-type: none"> 1. Reassignment of students and transfer of student records. 2. Identification of long-term storage location of student and personnel records; plan for access and communication to parents regarding access. 3. Notification to entities doing business with the school. 4. The status of the school's finances, including outstanding expenses and payment of creditors and contractors. 5. Sale, dissolution, or return of assets. 6. Submission of all required reports and data to the authorizer and/or state. 	School			
<p>Submit Final Closure Report</p> <p>Submit the completed closure Protocol document and appropriate final closure documents to the PCSC (see the Reporting section for more details).</p>	School			

Finalize School Affairs: Governance and Operations

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
<p>Maintain Identifiable Location</p> <p>Maintain the school’s current location through the winding up of its affairs or relocate its business records and remaining assets to a location with operational telephone service that has voice message capability.</p>	School			
<p>Protect School Assets</p> <p>Protect the school’s assets and any assets in the school that belong to others against theft, misappropriation and deterioration.</p> <ol style="list-style-type: none"> 1. Maintain existing insurance coverage on assets, including facility, until the disposal of such assets in accordance with the closure plan. 2. Negotiate school facility insurance with entities that may take possession of school facility – lenders, mortgagors, bond holders, etc. 3. Obtain or maintain appropriate security services. Action may include moving assets to secure storage after closure or loss of facility. 	School			
<p>Notify Commercial Lenders / Bond Holders (if applicable)</p> <p>If the school has existing loans - Within 10 days after the final decision to close the charter school (after appeals process is complete), notify banks, bond holders, etc., of the school’s closure and projected dates for the school’s last payment towards its debt and if/when default will occur.</p>	School			
<p>Terminate EMO /CMO Agreement (if applicable)</p> <p>Review the management agreement and take steps needed to terminate the agreement at the end of the school year or prior to the intended closure date.</p> <ol style="list-style-type: none"> 1. The management company should be asked for a final invoice and accounting, including an accounting of any retained school funds and the status of grant funds. 2. The school and the management company should agree upon how the company will continue to provide educational services until the last day of instruction. <p>The school and the management company agree when other services including business services will end.</p>	School			
<p>Notify Contractors and Terminate Contracts</p> <ol style="list-style-type: none"> 1. Notify all contractors, including food service and transportation, of school closure. 2. Retain records of past contracts and payments. 3. Terminate contracts for goods and services as of the last date such goods or services will be needed. 	School			
<p>Notify Employees and Benefit Providers</p> <ol style="list-style-type: none"> 1. Whenever possible, provide employees with formal, written notification of termination of employment at least 60 days before closure to include date of termination of all benefits in accordance with applicable law and regulations (i.e. WARN and COBRA) and eligibility for unemployment insurance pursuant to federal or state law or regulations of the Idaho Department of Labor. 2. Notify benefit providers of pending termination of all employees, to include: <ul style="list-style-type: none"> • Medical, dental, vision plans. • Life insurance. • PERSI, 403(b), or other retirement plans 3. Consult legal counsel as specific rules and regulations may apply to such programs. 	School			

Finalize School Affairs: Governance and Operations (continued)

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
<p>Maintain and Organize Records</p> <ol style="list-style-type: none"> Maintain all corporate records related to: <ul style="list-style-type: none"> Loans, bonds, mortgages and other financing. Contracts. Leases. Assets and their sale, redistribution, etc. Grants -- records relating to federal grants must be kept in accordance with 34 CFR 80.42. Governance (minutes, bylaws, policies). Accounting/audit, taxes and tax status, etc. Employees (background checks, personnel files). Employee benefit programs and benefits. Any other items listed in the closure plan. Determine where records will be stored after dissolution. 	School			
<p>Transfer Student Records and Testing Material</p> <ol style="list-style-type: none"> Ensure that all student records are organized and complete Within 10 days of receiving a records request, send student records, including final grades and evaluations, to the students' parent or new district and/or school, including: <ul style="list-style-type: none"> Individual Education Programs (IEPs) and all records regarding special education and supplemental services. Student health / immunization records. Attendance record. Any testing materials required to be maintained by the school. Student transcripts and report cards. All other student records. Document the transfer of records to include: <ul style="list-style-type: none"> Date of transfer (for each individual student file transferred). Signature and printed name of the charter school representative releasing the records. Name and contact information of the receiver's representative. The total number and percentage of general and special education records transferred. 	School			
<p>Inventory Assets and Prepare Federal Items for Pick-up</p> <ol style="list-style-type: none"> Inventory school assets, and identify items: <ul style="list-style-type: none"> Loaned from other entities. Encumbered by the terms of a contingent gift, grant or donation, or a security interest. Belonging to the EMO/CMO, if applicable, or other contractors. Purchased with federal grants or funds (ie. ID Charter Start grant) <ul style="list-style-type: none"> Items purchased with federal funds should be listed on the Federal Items Inventory spreadsheet provided by the PCSC. The list should be very detailed and complete, and items should not be sold or re-distributed. Return assets not belonging to school where appropriate documentation exists. Keep records of assets returned. Organize and pack items purchased with federal funds and arrange for PCSC walk-through and pick-up. <ul style="list-style-type: none"> Boxes should be packed, closed, taped, and <i>clearly</i> labeled with name(s) and/or number(s) corresponding to the inventory. PCSC walk-through must be scheduled in advance and must be at least 2 days prior to the scheduled move day. At the time of the walk-through, all federal items must be prepared and distinctly separate from other school assets. If the school's items are not adequately prepared for moving, the PCSC will delay the date for pick-up of federal items. 	School, PCSC			

Finalize School Affairs: Finance

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
Maintain IRS 501(c)(3) Status Maintain IRS 501(c)(3) status until final dissolution. Notify IRS regarding any address change(s) and file required tax returns and reports.	School			
Notify Funding Sources / Charitable Partners Notify all funding sources, including charitable partners of school closure. Notify state and federal agencies overseeing grants / programs of school closure.	School			
Review and Revise School Budget <ol style="list-style-type: none"> Review the school's budget and overall financial condition. Make revisions, taking closure expenses into account closure while prioritizing continuity of instruction. Submit budget to PCSC and SDE. Identify acceptable use of reserve funds. 	School, PCSC, SDE			
List all Creditors and Debtors Formulate a list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. Not that the creditor list is not the same as the contractor list (above), but should include any contractors with whom the school owes money (based on a contract or invoice). <ol style="list-style-type: none"> Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. Debtors include persons who owe the school fees or credits, any lessees or sub-lessees of the school, and any person holding property of the school. 	School			
Notify Debtors and Process Payments Contact debtors to request payment. Process and document received payments.	School			
Determine PERSI Obligations Contact PERSI to determine remaining liabilities for employee retirement program.	School			
Notify and Pay Creditors <ol style="list-style-type: none"> Notify all creditors of the school's closure and request final invoices. Sell appropriate assets. Prioritize and pay creditors in accordance with I.C. § 33-5212(2). Document payments made. 	School			
Itemize Financials Review, prepare and make available the following: <ol style="list-style-type: none"> Fiscal year-end financial statements. Cash analysis. Bank statements for the year, investments, payables, unused checks, petty cash, bank accounts, and payroll reports including taxes. Collect and void all unused checks and destroy all credit and debit cards. Close accounts after transactions have cleared. 	School			
Close Out All State and Federal Grants Close out state, federal, and other grants. This includes filing any required expenditure reports or receipts and any required program reports, including disposition of grant assets.	School, SDE, Fed			
Prepare Final Financial Statement Retain an independent accountant to prepare a final statement of the status of all contracts and obligations of the school and all funds owed to the school, showing: <ol style="list-style-type: none"> All assets and the value and location thereof. Each remaining creditor and amounts owed. Statement that all debts have been collected or that good faith efforts have been made to collect same. Each remaining debtor and the amounts owed. 	School			
Complete Final Financial Audit Complete a financial audit of the school in accordance with statute by a date to be determined by the authorizer. Submit final audit to the PCSC and SDE.	School, PCSC, SDE			
Reconcile with State Reconcile state billings and payments. If the school owes the state money, it should list the SDE as a creditor and treat it accordingly.	School, SDE			

Finalize School Affairs: Reporting

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
Prepare and Submit End-of-Year Reports <ol style="list-style-type: none"> 1. Communicate with the PCSC regarding necessary end-year or annual data or reporting that needs to be submitted and identify deadlines. 2. Prepare and submit annual reports to the authorizer. 	School, PCSC			
Prepare Final Report Cards and Student Records Notice Provide parents / guardians with copies of final report cards and notice of where student records will be sent along with contact information.	School			
Prepare and Submit Final ISEE Report Within 10 days of final closure, submit a final ISEE report to the SDE.	School, SDE			
Prepare and Submit Final Budget and Financial Reporting Within 120 days of final closure, submit a final budget and financial reporting, including final financial audit, to the SDE.	School, SDE			
Prepare and Submit All Other Required State and Federal Reports <ol style="list-style-type: none"> 1. Communicate with the SDE and the federal government to identify any outstanding or final reports required for federal, state, or special programs (special education, Title I, etc.) and confirm deadlines. 2. Prepare and submit reports to the SDE and/or federal government. 	School, SDE			
Prepare and Submit Final Closure Report to the PCSC Submit the completed closure Protocol document and a narrative and/or attachments that outline the following: <ol style="list-style-type: none"> 1. The name and contact information of the individual(s) with whom the PCSC can follow-up after closure if there are questions or issues to be addressed 2. The school's final financial status, including the final independent audit 3. The status of the transfer and storage of student records, including: <ul style="list-style-type: none"> • The school's total enrollment at the start of the final semester • The number and percentage of student records that have been transferred prior to closure • The plan for storage and access to student records after closure, including the signature of the person / entity that has agreed to be responsible for transferring records after closure • A copy of public communication to parents regarding how to access student records after closure 4. The status of the transfer and storage of personnel records, including: <ul style="list-style-type: none"> • The school's total number of staff at the beginning of the final semester • The number and percentage of personnel records that have been distributed to staff and/or new employers • If necessary, the plan for storage and access to personnel records after closure, including the signature of the person / entity that has agreed to be responsible for transferring records after closure • A copy of communication to staff regarding how to access personnel records after closure 5. Additional documentation (inventories, operational info, etc.) may be included with the report 	School, PCSC			

Dissolution

DESCRIPTION OF REQUIRED ACTIONS	ENTITIES INVOLVED	INDIVIDUALS RESPONSIBLE	DEADLINE	STATUS
<p>Dissolve the Charter School (I.C. § 30-3-110)</p> <ol style="list-style-type: none"> 1. Give appropriate notice of the meeting per Open Meeting law and statute, including the intention to vote on the dissolution of the corporation. 2. The charter school board adopts a plan of dissolution indicating to whom the assets of the non-profit corporation will be distributed after all creditors have been paid. (I.C. § 33-5206(9)) 3. Unless otherwise provided in the bylaws, the board of directors votes on the resolution to dissolve. A non-profit corporation is dissolved upon the effective date of its articles of dissolution. (I.C. § 30-3-112) 	School			
<p>Notify the Secretary of State (I.C. § 30-3-112)</p> <ol style="list-style-type: none"> 1. After the resolution to dissolve is authorized, dissolve the corporation by delivering to the Secretary of State for filing articles of dissolution setting forth: <ul style="list-style-type: none"> • The name of the non-profit corporation. • The date dissolution was authorized. • A statement that dissolution was approved by sufficient vote of the board. • If approval of members was not required (commonly true for public charter schools), a statement to that effect and a statement that dissolution was approved by a sufficient vote of the board of directors or incorporators • Such additional information as the Secretary of State determines is necessary or appropriate. 	School			
<p>Notify Known Claimants (I.C. § 30-3-114)</p> <p>Give written notice of the dissolution to known claimants after the effective date of the dissolution. Claimants have 120 days from the effective date of the written notice to submit a claim.</p>	School			
<p>End Corporate Existence (I.C. § 30-3-113)</p> <p>A dissolved non-profit corporation continues its corporate existence, but may not carry on any activities except as is appropriate to wind up and liquidate its affairs, including:</p> <ol style="list-style-type: none"> 1. Preserving and protecting its assets and minimizing its liabilities. 2. Discharging or making provision for discharging its liabilities. 3. Disposing of its properties that will not be distributed in kind. 4. Returning, transferring or conveying assets held by the corporation upon a condition requiring return, transfer or conveyance, which condition occurs by reason of dissolution, in accordance with such condition. 5. Transferring, subject to any contractual or legal requirements, its assets as provided in or authorized by its articles of incorporation or bylaws. 6. Doing every other act necessary to wind up and liquidate its assets and affairs. 	School			
<p>Notify IRS</p> <p>Notify the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to the authorizer.</p>	School			

“If charter schools are to have any hope of transforming public education, they cannot settle for simply being pretty good or just above average – especially when that average is well below what students need to succeed in the world. From this perspective, charter schools need to be about excellence. Specifically, they need to prove that excellence is possible and achievable at scale and under difficult circumstances, even with students whom others may have given up on.”

“All of those who embark on this perilous journey of hope deserve our deepest gratitude and respect for embracing this challenge with courage, persistence and good faith. But these virtues alone are not enough. Charter schools are not supposed to rest on good intentions and earnest effort; they are supposed to achieve meaningful results demonstrated by a sound body of evidence over the charter term. Charter schools that cannot deliver on that promise, either to their students or the broader public, need to be closed. This is the unpleasant, but imperative responsibility of authorizers.”

-- James A. Peyser and Maura Marino. “Why Good Authorizers Should Close Bad Schools.”¹