

SUBJECT

Summit Public Charter School New Charter Petition (Second Hearing)

APPLICABLE STATUTE, RULE, OR POLICY

I.C. § 33-5205

IDAPA 08.02.04.205.06

BACKGROUND

Summit Public Charter School (Summit) is a proposed new public charter school to be located in Pocatello, Idaho. The petition was referred to the Public Charter School Commission (PCSC) by Pocatello/Chubbuck School District 25.

Summit's petition was first submitted to the PCSC office in July 2011, but due to administrative incompleteness and missed deadlines, it was not considered received until October 20, 2011. The petition was presented for a first hearing in December 2011 at which time the Commission held a decision until a future meeting so outstanding concerns could be addressed by the petitioners.

In January 2012, the Summit petitioners received a letter notifying them that their proposed school would infringe on the Harbor Method trademark owned by Ms. Rebecca Stallcop. Summit and PCSC staff mutually agreed to delay the next petition hearing in accordance with statute, permitting time for the petitioners to amend the petition to avoid trademark infringement. At this time, Summit believes the issue to have been resolved; confirmation of Ms. Stallcop's agreement with this perspective has not yet been received.

The delay in holding this hearing places Summit at the end of the statutory timeline for consideration of new charter petitions. This indicates that the PCSC must make a final decision with regard to the petition without further delay.

DISCUSSION

Summit's petition is for the establishment of a new public charter school serving Pocatello/Chubbuck area students in grades K-8, with no intention to add classrooms or expand into high school grades. The proposed school will endeavor to enable students to become successful citizens who contribute to their communities. Summit will focus on high expectations, consistent reflection on student learning, data driven decision making, and purposeful contribution to an environment of safety, accountability, engagement, and responsibility.

April 5, 2012

Staff has reviewed Summit's petition and notes the following, primary concerns:

1. Affordability of Summit's facility options remains unclear. With regard to the primary facility option, Westwood Mall, costs associated with necessary renovations are undocumented. The Albertson's Charter Start Grant budget includes \$80,000 for remodeling and relocation costs; relocation of the existing tenant is estimated to be \$65,000, leaving \$15,000 for remodel expenses. The petitioners report that the Westwood Mall lessor continues to express interest in reaching a lease agreement with Summit.

Uncertainty remains regarding whether the budget can support the backup facility options. In accordance with staff direction, Summit has based budget scenarios on the most likely facility option. However, reserves projected in these scenarios may not be adequate to make the backup options viable.

2. Adequate enrollment may be difficult to achieve. Summit's budgets are based on enrollment of 231 or more students. Market research indicates that as many as 209 students have expressed interest in attending Summit; however, these results predate Summit's separation from the Harbor Method and rely heavily on The Academy's waiting list. It is unclear whether these families will remain interested in Summit given recent changes to the petition. The petitioners do have a plan for extensive marketing and report that they are publicizing their independence from The Academy and the Harbor Method.

Additional concerns are cited in the petition review memo and embedded in the petition text.

IMPACT

If the Public Charter School Commission (PCSC) approves the petition, Summit will be responsible for notifying the State Board of Education of such approval, seeking authorization to begin operations for the 2012-2013 school year, and seeking authorization for LEA status. The PCSC will be responsible for the general oversight of the school.

If the PCSC denies the petition, the petitioners could appeal to the State Superintendent of Public Instruction, or they could decide to not proceed further.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends that the PCSC consider whether the Summit petitioners are likely to overcome potential enrollment and facility challenges in order to operate a fiscally viable school. The petitioners are highly motivated and

April 5, 2012

passionate, but have at times taken slow or incomplete action in response to recommendations from state agencies.

COMMISSION ACTION

A motion to approve the petition for Summit Public Charter School.

OR

A motion to deny the petition for Summit Public Charter School based on item(s) _____.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

April 5, 2012

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**PUBLIC CHARTER SCHOOL COMMISSION STAFF REVIEW
OF PUBLIC CHARTER SCHOOL PETITION**

Name of Proposed Public Charter School: **Summit Public Charter School**

Date: **3-26-12 (additional reviews dated 7/7/11, 8/22/11, 10/27/11, 12/8/11, 1/18/12, 3/7/12)**

Petition Delivered to Commission Staff: **original draft submitted 7-7-11; petition considered received on 10-20-11**

File Number: **2011-02**

Proposed school year: **2013-2014**

Proposed grades to begin operations: **K-7 or K-8 depending on interest; expanding to K-8 in Year 2 if grade 8 enrollment is insufficient to open all grades in Year 1**

Proposed attendance area: **Pocatello/Chubbuck School District #25 boundaries**

Means by which petition came to Commission:

Virtual school

Referred by school district

Reason for referral: **Failure of petition to address Common Core State Standards; dissatisfaction with measurable student educational standards; failure of petition to address continuous school improvement planning; dissatisfaction with petition contents related to special education services; determination that the population does not need a replication school; lack of district resources for adequate oversight.**

Filed by petitioner after withdrawal from school district

Date of filing with board of trustees:

SBOE re-directed petition for consideration by commission?

Reason for referral:

Transfer of district-authorized charter school

Reason for request:

Documentation of district agreement to proposed transfer, including any charter revisions, has been provided

**REQUIRED ELEMENTS OF THE PETITION IN FORMAT REQUIRED
BY THE PUBLIC CHARTER SCHOOL COMMISSION
IDAPA 08.03.01.401**

COVER PAGE & TABLE OF CONTENTS

- X Name of proposed charter school
- X School year petitioning to open the school
- X Name of the school district(s) affected by the attendance area
- X Where the public charter school building will be physically located or the physical location of the main office of a virtual school
- X Name, address, telephone number, fax number, and email address of the petitioner's authorized representative
- X Table of contents

Comments:

TAB 1

- X Articles of Incorporation, file-stamped by Secretary of State's Office *I. C. § 33-5204(1)*
- X Adopted Bylaws *I. C. § 30-3-21(1)*
- X Signatures of at least 30 qualified electors of designated service area? *I. C. § 33-5205(1)(a)*
- X Mission and vision statements

Comments:

- ***Article VII – It is commonly recommended that the minimum number of board members be 5. This has been changed in some places throughout the petition but there remains discrepancy. Please edit so all sections refer to the same minimum number of directors.***
- ***Bylaws III Why have you removed language that allows for parent election of some board member seats? It appears that all board members will be elected by the board. The PCSC has historically encouraged public charter school boards to accommodate stakeholder influence with regard to board membership. (The petitioners responded, but the intent of the response was unclear. They do not allow for parent elected board seats.)***

TAB 2

- X Proposed operation and potential effects of the public charter school *I.C. § 33-5205(4)*
 - X Facilities to be used by the public charter school
 - X The manner in which administrative services will be provided
 - X Potential civil liability effects upon the public charter school and the authorized chartering entity
 - X Commitment to secure property and liability insurance. *I. C. § 33-5204(4)*

Errors and Omissions insurance is not required by statute but is recommended.

Comments:

TAB 3

- X Proposed educational plan and goals, including how each of the educational thoroughness standards defined in I.C. 33-1612 shall be fulfilled *I.C. 33-5205 (4)(a)*
- X Description of what it means to be an “educated person” in the 21st century and how learning best occurs *I.C. 33-5205 (4)(a)*
- X The manner by which special education services will be provided to students with disabilities who are eligible pursuant to the federal individuals with disabilities education act. *I.C. § 33-5205(3)(q)*
- X Plan for working with parents of dually-enrolled students and the manner by which eligible students from the public charter school shall be allowed to participate in dual enrollment in non-charter schools within the same district as the public charter school, as provided for in section 33-203(7), Idaho Code. *I.C. § 33-5205(3)(r)*
- X The manner in which gifted and talented students will be served.

Comments:

TAB 4

- X Measurable student educational standards, which means the extent to which all students demonstrate they have attained the skills and knowledge specified as goals in the school’s educational program. *I.C. § 33-5205(3)(b)*
- X The method by which student progress in meeting the student educational standards is to be measured. *I.C. § 33-5205(3)(c)*
- X Provision by which students will be tested with the same standardized tests as other Idaho public school students. *I.C. § 33-5205(3)(d)*
- X A provision which ensures that the public charter school shall be state accredited as provided by rule of the state board of education. *I.C. § 33-5205(3)(e)*
- X A provision describing the school’s plan if it is ever identified as an “in need of improvement” school as outlined in the No Child Left Behind Act

Comments:

TAB 5

- X The governance structure of the school including, but not limited to, the person or entity that shall be legally accountable for the operation of the public charter school? *I.C. § 33-5205(3)(f)*
- X The process to be followed by the school to ensure parental involvement? *I.C. § 33-5205(3)(f)*
- X The manner in which an annual audit of the financial operations of the public charter school is to be conducted. *I.C. § 33-5205(3)(k)*

Comments:

TAB 6

- X The qualifications to be met by individuals employed by the public charter school. Instructional staff shall be certified teachers, or may apply for a waiver or any of the limited certification options as provided by rule of the state board of education. *I.C. § 33-5205(3)(g)*
- X The procedures that the public charter school will follow to ensure the health and safety of students and staff. *I.C. § 33-5205(3)(h)*
- X A provision which ensures that all staff members of the public charter school will be covered by the public employee retirement system, federal social security, unemployment insurance, and workers compensation insurance? The budget should reflect consideration of these provisions. *I.C. § 33-5205(3)(m)*
- X A description of the transfer rights of any employee choosing to work in a public charter school and the rights of such employees to return to any non-charter school in the school district after employment at a public charter school. *I.C. § 33-5205(3)(o)*
- X A provision which ensures that the staff of the public charter school shall be considered a separate unit for purposes of collective bargaining. *I.C. § 33-5205(3)(p)*
- X A statement that all teachers and administrators will be on written contract. *I.C. § 33-5206(4)*

Comments:

TAB 7

- X Admission procedures, including provision for over-enrollment. Such admission procedures shall provide that the initial admission procedures for a new public charter school, including provision for over-enrollment, will be determined by lottery or other random method, except as otherwise provided by this provision. *I.C. § 33-5205(3)(j)*
- X The disciplinary procedures that the public charter school will utilize, including the procedure by which students may be suspended, expelled, and re-enrolled. Disciplinary procedures for Special Education Students should also be included. *I.C. § 33-5205(3)(l)*
- X The governing board of the charter school shall ensure that procedures are developed for contacting law enforcement and the student's parents, legal guardian or custodian regarding a student reasonably suspected of using or being under the influence of alcohol or a controlled substance. Charter school policies formulated to meet the provisions of Section 37-2732C, Idaho Code, and this section shall be made available to each student, parent, guardian or custodian by August 31, 2002, and thereafter as provided by Section 33-5126, Idaho Code. *I.C. § 33-210(3)*
- X The public school attendance alternative for students residing within the school district who choose not to attend the public charter school. *I.C. § 33-5205(3)(n)*

- X The process by which the citizens in the area of attendance shall be made aware of the enrollment opportunities of the public charter school. I.C. § 33-5205(3)(s)
- X A plan for the requirements of section 33-205, Idaho Code, for the denial of school attendance to any student who is a habitual truant, or who is incorrigible, or whose conduct, in the judgment of the board of directors of the public charter school, is such as to be continuously disruptive of school discipline, or of the instructional effectiveness of the school, or whose presence in a public charter school is detrimental to the health and safety of other pupils, or who has been expelled from another school district in this state or any other state. I.C. § 33-5205(3)(i)
- X The student handbook that describes the school rules and the procedure ensuring a student's parent or guardian has access to this handbook.

Comments:

TAB 8

- X A detailed business plan including:
 - i. Business description
 - ii. Marketing Plan
 - iii. Management plan
 - iv. Resumes of the directors of the nonprofit corporation
 - v. The school's financial plan
 - vi. Start-up budget with assumptions form
 - vii. Three year operating budget form
 - viii. First year month-by-month cash flow form
- X A proposal for transportation services. The budget should reflect estimated cost. I.C. § 33-5205(3)(t)
- X Plans for a school lunch program, including how a determination of eligibility for free and reduced price meals will be made

Comments:

TAB 9 -- VIRTUAL SCHOOLS

- If the petition is for a virtual school, a brief description of how the school meets the definition of a virtual school as defined by I.C. § 33-5202A(6)
- The learning management system by which courses will be delivered;
- The role of the online teacher, including the consistent availability of the teacher to provide guidance around course material, methods of individualizing learning in the online course, and the means by which student work will be assessed;
- A plan for the provision of professional development specific to the public virtual school environment;
- The means by which public virtual school students will receive appropriate teacher-to-student interaction, including timely, frequent feedback about student progress;

- The means by which the public virtual school will verify student attendance and award course credit. Attendance at public virtual schools shall focus primarily on coursework and activities that are correlated to the Idaho State Thoroughness Standards.;
- A plan for the provision of technical support relevant to the delivery of online courses;
- The means by which the public virtual school will provide opportunity for student-to-student interaction; and
- A plan for ensuring equal access to all students, including the provision of necessary hardware, software, and internet connectivity required for participation in online coursework.

Comments: *N/A*

TAB 10

- X A description of any business arrangements or partnerships with other schools, educational programs, businesses, or nonprofit organizations, and copies of any contracts or lease agreements.

Services identified as being contracted:

Curriculum	<input type="checkbox"/> YES	X NO
Special education	X YES	<input type="checkbox"/> NO
Transportation	<input type="checkbox"/> YES	X NO
Meals	X YES	<input type="checkbox"/> NO
Legal	X YES	<input type="checkbox"/> NO
Accounting	X YES	<input type="checkbox"/> NO

- X Copies of contracts/estimates/letters of intent included in appendices
- X Additional information the petitioners want the authorized chartering entity to consider as part of the petition
- X A plan for termination of the charter by the board of directors, to include:
 - (i) Identification of who is responsible for dissolution of the charter school;
 - (ii) A description of how payment to creditors will be handled;
 - (iii) A procedure for transferring all records of students with notice to parents of how to request a transfer of student records to a specific school; and
 - (iv) A plan for the disposal of the public charter school's assets. *I.C. § 33-5205(3)(u)*

Comments:

APPENDICES

- X State Department of Education sufficiency review. *I.C. §33-1612 ; IDAPA 08.02.04.200.03*
- X Written response to the findings of the sufficiency review.
- X Written comments from an authorized representative of the school district.

April 5, 2012

Comments:

Many of the concerns stated in earlier reviews do not appear to have been addressed. Some of these were addressed in an email that is included with the April 5 meeting materials. However, revised appendices have not been submitted.

Appendix H, I & J: These documents refer to "Summit Charter School," while the rest of the petition refers to "Summit Public Charter School." Please edit for consistency.

Appendix K – Albertson's Start-up Grant:

Since Appendix AA is a revised Albertson's Start-up budget, the original budget in Appendix K should be replaced with it.

The revised Albertson's budget appears to possibly allocate insufficient amounts to certain expenditures such as food service equipment, audio visual equipment, and science room equipment.

The Albertson's grant budget still shows \$20,000 being paid to The Academy for professional development. It also shows purchasing curriculum from The Academy. Is this accurate?

Appendix L – Budgets:

According to the proposed lease agreement for Westwood Mall, the tenant will pay all remodel costs. \$15,000 is allocated as part of the Albertson's start-up grant. Is this enough to cover costs associated with wall changes, code requirements, electrical wiring, smoke alarms, restroom renovations, and other potential issues? Please provide documentation, such as contractor estimates, to show what remodeling is needed and how much it will cost.

Why have gas/electric and water/sewer/garbage expenses been reduced from Summit's previous estimates in the three year budgets?

Why are operating costs reduced in the worst and most-likely-case budget scenario (by \$3,300) and the best-case scenario (by \$7,500)? Are these amounts adequate for all facility options?

Are the budget scenarios sufficient to support all of the proposed facility options? Some concerns remain as to the fiscal viability of all facility options.

April 5, 2012

Why is the special education salary reduced by about \$43,000 from the worst-case budget submissions in December? (It appears that the Bonus Special Education salary has been deleted. Why?)

Richard Kirkham appears to be the agent of the land for the modular option and the lessor for both the Cre-Act and Roosevelt Centers. If these options are pursued, he may not remain on the board of directors. Please refer to I.C. 33-5204A(2), which states that a member of a board of directors is prohibited from receiving a personal pecuniary benefit, directly or indirectly, pertaining to a contractual relationship with the public charter school.

Summit indicates that all renovations needed for the Cre-Act facility would be handled by the property owner prior to occupancy. However, it is not clear whether any of these expenses will fall on Summit. Will rent for the facility increase to cover the renovation costs?

The “most likely” 3-year budget shows enrollment as being 263 for the first year. This number reflects about 30 students per grade in grades K-6 and 25 in 7 and 8. Are these realistic numbers? Survey results indicate that fewer than 30 students are interested in attending Summit in all grades except for K and 1. Additionally, only 12 are interested in attending 7th grade and 14 in 8th grade.

Survey results indicate that 209 students may be interested in attending Summit. The worst case budget relies on 231 students. It appears that obtaining sufficient enrollment may be a problem.

Are the survey results still accurate, considering Summit is no longer affiliated with The Academy or the Harbor Method? Do the enrollment estimates still rely on The Academy’s waiting list? How do you know these students are still interested in attending Summit?

It appears the special education budget allocation may be insufficient to cover all associated costs including contracted services.

The budget does not appear to include sufficient expenditures for all activities to which the board is committed, such as those included in meeting the goals in Appendix T.

Appendix M: This section appears to reflect lack of understanding of the term “dual enrollment.” It seems that part time enrollment at Summit is being confused with dual enrollment. Dual enrollment allows students at Summit to enroll in schools within the local district where they reside (not necessarily vice versa). Please refer to I.C. 33-203.

April 5, 2012

Appendix N & X: Most of these documents demonstrate inputs (that is, efforts made by the petitioners) rather than outcomes (that is, quantifiable results of those efforts). This is not particularly useful to the PCSC's purpose of determining the likelihood that Summit will be able to enroll a sufficient number of students to ensure fiscal viability.

Appendix S: The facility description sheets require proofreading.

Appendix X: Please report the results of the open house that was held in December.

Appendix Z: This appendix shows results of The Academy's parent survey. These do not appear to be relevant considering Summit is no longer affiliated with The Academy.

GENERAL COMMENTS

As requested previously, please add tab numbers to headers or footers for ease of navigation.

Please make sure all information in the petition and appendices are updated to reflect Summit's position of no longer being a companion school to The Academy or having any Harbor Method ties. Our staff is still awaiting confirmation from Ms. Rebecca Stallcop that she is comfortable with the changes to Summit's petition as they relate to the Harbor Method or replication of The Academy.

IMPORTANT: *Remember that all changes to your petition must be submitted in legislative (or "redline") format. That is, text to be removed should be shown as stricken, and text to be added should be underscored. Legislative formatting from prior revisions should be removed so that only the most recent revisions are shown. Note that use of your word processing software's "show edits" feature is NOT an acceptable substitute for legislative formatting. Color and font should NOT be used to emphasize or replace legislative formatting.*

Please note that only the most recent changes should be shown in legislative format. Legislative formatting need not be used on budget spreadsheets or when entire appendices are simply re-ordered but not changed. Entirely new or moved sections within the body of the petition should be marked as such.

**PUBLIC CHARTER SCHOOL COMMISSION STAFF REVIEW
OF PUBLIC CHARTER SCHOOL PETITION**

Name of Proposed Public Charter School: **Summit Public Charter School**
Date: **1-18-12 (additional reviews dated 7/7/11, 8/22/11, 10/27/11, 12/8/11)**

(Summit responses to PCSC staff comments and questions are shown in red.)

TAB 1

- X Articles of Incorporation, file-stamped by Secretary of State's Office *I. C. § 33-5204(1)*
- X Adopted Bylaws *I. C. § 30-3-21(1)*
- X Signatures of at least 30 qualified electors of designated service area? *I. C. § 33-5205(1)(a)*
- X Mission and vision statements

Comments:

- **Article III – In the past PCSC Commissioners have suggested that the minimum number of directors be 5. Article III section 2 changed to 5 directors**
- **Bylaws III Why have you removed language that allows for parent election of some board member seats? It appears that all board members will be elected by the board. How will your stakeholders feel about not having a voice in the elections? The process of creating an election by parents previously proposed in the bylaws was cumbersome and impractical. Any parent who wants to be involved as a board member can nominate themselves and be placed on the slate for the board to elect. School choice prevails and it is incumbent on the board to and parents__**
- **Bylaws III.5: Is there a means by which stakeholders may initiate the removal of a board member? Yes. Parents can lobby the board and the board can remove a board member for any reason at anytime.**
- **Bylaws III.20: Review I.C. 33-5204A (2) and edit accordingly. Note that “a member of the board of directors of a public charter school is prohibited from receiving a personal pecuniary benefit, directly or indirectly, pertaining to a contractual relationship with the public charter school.” This paragraph in the bylaws was taken directly from Idaho code. We will add the words outlined above.**
- **Bylaws V.4: To what contract rights is this section intended to refer? Contract language above.**

Mission/Vision: Has Summit adequately dealt with the possible legal issues surrounding replication of The Academy and Becky Stallcop's copyrights to the Harbor Method ? Yes. On February 3, 2012, The Board of Directors sent a letter to Ken Pedersen, legal counsel for Rebecca Stallcop, outlining the steps the Board has taken to disavow any relationship and philosophical connection The Harbor Method™ and The Academy ARC. On February 8, 2012, the Board sent a revised copy of the Summit charter to Mr. Pedersen for his review and for Ms. Stallcop's review. Said version of the charter had been revised to eliminate any reference to The Academy ARC, and any vocabulary connection that could be misconstrued as related to The Harbor Method™. This act of submitting our charter to them for their review was done as a measure of good faith. On March 5, 2012, Mr. Petersen, counsel for Becky Stallcop, contacted Mr. Braack by phone, and provided a "courtesy tutorial" regarding the status of Ms. Stallcop's concerns. and his interpretation of copyright law. He assured us that we have resolved all concerns that were raised by his client. He made the points that he does not see any need to pursue this any further, and he made comment that as long as we do the following, we will be free and clear of any potential copyright infringement:

- **Eliminate any perception among the community, parents, students, and staff, that we have any legal, contractual, or philosophical connection to The Harbor Method**
- **Eliminate any perception among the community, parents, students, and staff, that we have any legal, contractual, or philosophical connection to The Academy at Roosevelt Center with respects to trademarked and copyrighted materials of The Harbor Method currently used by The Academy, ARC**
- **Summit Public Charter School may contract with any entity to work on items which are considered public domain, best instructional or management practices, or which carry copyrights independent of The Harbor Method™, and have legally sound and independent processes for purchase and contracting (i.e. A certified trainer of The Spalding Method, legal purchase of The Shurley Method, Math Connects curriculum, etc.**
- **Provide a disclaimer in the text of the Charter document to be authorized stating no contractual or philosophical relationship exists between Summit Public Charter School and the copyright or trademark of The Harbor Method or Rebecca Stallcop's business entity BMED, Inc.**
- **Again, Mr. Pedersen indicated we are clear of concerns and even expressed his wishes for our success in our charter approval and in our education of students. He stated he cannot provide legal counsel to us, but cordially offered to answer questions about any remaining or future copyright questions as they relate to his client, if we have any arise. For**

confirmation of his clearance of our petition as it currently exists, PCSC staff may contact him directly at 208-343-6355.

TAB 2

- X Proposed operation and potential effects of the public charter school *I.C. § 33-5205(4)*
 - X Facilities to be used by the public charter school
 - X The manner in which administrative services will be provided
 - X Potential civil liability effects upon the public charter school and the authorized chartering entity
 - X Commitment to secure property and liability insurance. *I. C. § 33-5204(4)*
Errors and Omissions insurance is not required by statute but is recommended.

Comments:

Why is the Roosevelt Center no longer included in the facility options as part of Appendix S. The Roosevelt Center was withdrawn by the offerer.

Comments:

Your petition states that you will contract out special education. No contract or letter of intent is provided for this service. Additionally, the letter of intent for professional development assistance by The Academy fails to specify cost. The Letter of Intent with The Academy is null and void due to the change in circumstances.

APPENDICES

- X State Department of Education sufficiency review. *I.C. §33-1612 ; IDAPA 08.02.04.200.03*
- X Written response to the findings of the sufficiency review.
- X Written comments from an authorized representative of the school district.

Comments:

Appendix H, I & J: These documents refer to “Summit Charter School,” while the rest of the petition refers to “Summit Public Charter School.” Please edit for consistency.

Appendix K – Albertson’s Charter-Start Grant:

Since Appendix AA is a revised Albertson’s Start-up budget, the original budget in Appendix K should be replaced with it.

The revised Albertson’s budget appears to possibly allocate less than adequate amounts to certain expenditures such as food service equipment, audio visual equipment, and Science room equipment.

*When does Summit anticipate that Albertsons grant funds will be available? Typically, these funds are not disbursed until non-profit status is confirmed, but it appears Summit is relying on the funds for pre-opening activities beginning early in 2012. **Non profit status is expected within the next month. Funds from Albertsons's grant are expected by July of 2012. This timing was confirmed with a phone conversation to the Albertson's Foundation.***

Appendix L – Budgets:

According to the lease agreement for Westwood Mall , the tenant will pay all remodel costs. \$15,000 is allocated as part of the Albertson's start-up grant. Is this enough to cover costs associated with wall changes, code requirements, electrical wiring, smoke alarms, restroom renovations, and other potential issues? Please provide documentation, such as contractor estimates etc. to show what remodeling is needed along with related costs.

*The budgeted amount set for Gas/Electric costs seem to be viable for all facility options except the Cre-Act option. Similarly, the property insurance allocation is not adequate for the Cre-Act facility. **Keelie advised us to include numbers in the budget that would support the Westwood option since this option is near certain to be the option chosen. Numbers for gas and electric are actual numbers from the landlord.***

Richard Kirkham appears to be the agent of the land for the modular option and the lessor for both the Cre-Act and Roosevelt Centers. If these options are pursued, he may not remain on the board of directors. Please refer to I.C. 33-5204A(2) which states that a member of a board of directors is prohibited from receiving a personal pecuniary benefit, directly or indirectly, pertaining to a contractual relationship with the public charter school.

*What renovations are needed for the Cre-Act facility? They could be extensive if there is water damage among other issues such as parking, administration facilities, kitchen facilities, multipurpose facilities, etc. Can your budget support the necessary renovations if this facility must be utilized? **All renovations for this option would be handled by the property owner prior to us occupying.***

The "most likely" 3-year budget shows enrollment as being 263 for the first year. This number reflects about 30 students per grade in grades K-6 and 25 in 7 and 8. Are these realistic numbers? The Academy wait list shows only 45 total students in grades 5-8, and it should not be assumed that all of them will choose to enroll at Summit. Survey results indicate that fewer than 30 students are interested in attending Summit in all grades except for

K and 1. Additionally, only 12 are interested in attending 7th grade and 14 in 8th grade.

Summit appears to rely heavily on The Academy's and PCCS's waiting lists to fill the new school's enrollment. Have families on these waiting lists been surveyed to assess their level of interest?

***The petition refers to the probability of using contracted services to provide special education; where is this expense reflected in the budget?
Included in line item marked "Special Education".***

The budget does not appear to include sufficient expenditures for all activities to which the board is committed, such as those included in meeting the goals in Appendix T.

April 5, 2012

Petition



Proposed Opening Date:

August 2013

Within the Boundaries of:

Pocatello/Chubbuck School District #25

Revised:

March 1, 2012

Most recent revision date was March 22, 2012

Facilities to be Utilized:

West Wood Mall

Authorized Representative:

Jonathan Braack, M.Ed, Chairman of the Board

4739 Kimmi Court, Chubbuck, Idaho 83202

307-840-4668/mr.gmoneyyo@gmail.com

Table of Contents

Appendixes.....5

TAB 1.....7

1. ARTICLES OF INCORPORATION.....7

2. BYLAWS.....7

3. SIGNITURES OF QUALIFIED ELECTORS.....7

4. STATEMENTS OF MISSION, VISION, PHILOSOPHY.....7

a. OUR MISSION.....7

b. OUR VISION.....7

c. OUR PHILOSOPHY.....8

TAB 2.....9

1. JUSTIFICATION FOR SUMMIT PUBLIC CHARTER SCHOOL.....9

2. TARGET STUDENT POPULATION *I.C. 33-5205(4)9*.....10

3. POTENTIAL IMPACT ON DISTRICT #25.....10

4. FACILITIES TO BE UTILIZED.....12

5. ADMINISTRATIVE SERVICES.....13

6. CIVIL LIABILITY.....16

TAB 3.....17

1. EDUCATIONAL PROGRAM *I.C.33-5205(3)(A)*.....17

2. A 21ST CENTURY EDUCATED PERSON *I.C. 33-5205(3)(A)*.....27

3. HOW DOES LEARNING BEST OCCUR? *I.C. 33-5205(3)(a)*.....29

4. EDUCATION THOUROUGHNESS STANDARDS *I.C. 33-5205(3)(B)*.....34

5.. SPECIAL NEEDS STUDENTS *I.C. 33-5205(3)(Q)*.....38

6. DUAL ENROLLMENT *I.C. 33-203(7) & 33-5205(3)(R)*.....38

7. LIMITED ENGLISH PROFICIENCY.....40

8. STUDENTS WHO QUALIFY AS GIFTED AND TALENTED.....40

TAB 4.....41

1. MEASURABLE STUDENT EDUCATIONAL STANDARDS *I.C. 33-5205 (3)(b)* 41

2. STUDENASSESSMENT.....42

3. STANDARDIZED TESTS *I.C. 33-5205(3)(D)*46

4. ACCREDITATION *I.C. 33-5205(3)(E) & IDAP 08.02.02.140*.....47

5. MIDDLE LEVEL CREDIT AND ADVANCEMENT REQUIREMENTS.....47

6. SCHOOL IMPROVEMENT PLANNING48

TAB 5.....54

1. GOVERNANCE STRUCTURE *I.C. 33-5205(3)(F)*54

2. PARENT INVOLVEMENT.....60

3. ANNUAL PROGRAMMATIC AND FINANCIAL AUDITS *I.C. 33-5205(3)(k)*61

4. ANNUAL INDEPENDENT FISCALAUDIT *I.C. 33-5205(3)(k)*.....62

5. DISPUTE RESOLUTION62

6. REVIEW, RESPONSE, AND DISPOSITION63

7. APPEALS.....63

TAB 6.....64

1. EMPLOYEE QUALIFICATIONS *I.C. 33-130 & 33-5205(3)(G)*.....64

2. EMPLOYEE HEALTH AND SAFETY. *33-5205(3)(H)*.....66

3. EMPLOYEE BENEFITS *I.C. 33-5205(3)(M)*67

4. TRANSFER RIGHTS *I.C. 33-5205(3)(O)*67

5. COLLECTIVE BARGAINING *I.C. 33-5205(3)(P)*.....67

6. WRITTEN CONTRACT67

TAB 7 68

1. ADMISSION PROCEDURES *I.C. 33-5205(3)(i)*68

2. DISCIPLINE PROCEDURES *I.C. 33-5205(3)(l)*.....71

3. ALCOHOL OR CONTOLLED SUBSTANCES74

4. PUBLIC SCHOOL ATTENDANCE OPTION/ALTERNATIVE *I.C. 33-5205 (3)(n)*75

5. DENIAL OF SCHOOL ATTENDANCE *I.C. 33-205 & 33-5205(3)(i)*76

6. PUBLIC NOTICE OF ENROLLMENT OPPORTUNITIES.....76

7. STUDENT HANDBOOK.....76

8. SUICIDE PREVENTION AND RESPONSE POLICY.....77

TAB 8.....79

1. BUSINESS PLAN.....79

2. BUDGETS.....80

3. TRANSPORTATION I.C. 33-5205(3)(t) & 33-5208(4).....82

4. FOOD SERVICES FOR STUDENTS83

TAB 9.....85

1. VIRTUAL CHARTER SCHOOL85

TAB 10.....85

1. STRATEGIC PLAN FOR PRE-OPENING OPERATIONS.....85

2. BUSINESS PARTNERSHIPS AND ARRANGEMENTS86

3. TERMINATION AND DISSOLUTION..... 87

APPENDICES

Appendix A: Articles of Incorporation

Appendix B: Updated Bylaws

Appendix C: Signatures of Qualified Electors

Appendix D: Summit Brochure

Appendix E. Letter of Intent for Legal Services Summit Public Charter School Interest Survey

Appendix F. Certificates of Attendance of Charter Start! 101

Appendix G. Resumes

Appendix H. Computer/Network Acceptable Use Policy

Appendix I. Focused, Relevant, and Ongoing Professional Development

Appendix J. Student Handbook Prototype

Appendix K. Updated Albertsons Start Up Budget

Appendix L. Updated-Revised Budget Pro-Formas: 3 Year Best Case, 3 Year Most Likely Case, 3 Year Worst Case; Year 1 Cash Flow Best Case, Year 1 Cash Flow Most Likely Case, Year 1 Cash Flow Worst Case

Appendix M. Dual Enrollment Policy

Appendix N. Bart Ward Letters: Letter of Discount/Donation for Supplies and Equipment, Letter of Fundraiser Event Planned for August 11-13; Letter Describing Future Fundraising

Appendix O. Greg Smith Letters: Letter of Donation of Funds upon Authorization; Letter of Fundraising Consultant Seminar

Appendix P. Food Service Contract

Appendix Q. Updated Letter of Intent and Lease for West Wood Mall The Academy Replication Documentation

Appendix R. Letter of Intent Regarding Board Governance Training

Appendix S. Updated ~~Four~~ Complete Facilities Plans

Appendix T. Nine Strategic Goals and Phases

Appendix U. Tables as of October 2011 for Interest Surveys and Waiting List for The Academy as of September October 2011

April 5, 2012

Appendix V. Letter of Intent for Professional Development Contract with The Academy

Appendix W. Draft of Lottery Notice

Appendix X. Open House #2 Plans for December 6, 2011

Appendix Y. Introduction and Narrative of the Board of Directors

Appendix Z. Parent Survey Data Collected November 2011

Appendix AA: Updated Albertsons Start Up Budget

Appendix BB: Updated Marketing and Fundraising Plans

TAB 1

1. ARTICLES OF INCORPORATION

See Appendix A.

2. BYLAWS

See Appendix B.

3. SIGNITURES OF QUALIFIED ELECTORS

See Appendix C.

4. STATEMENTS OF MISSION, VISION, PHILOSOPHY

OUR MISSION

The mission of Summit Public Charter School is to enable students, within a safe learning environment, to become competent citizens able to contribute to their various life communities and to succeed in their lives. Educators at Summit Public Charter School will fulfill this mission by:

- Holding students to clear and consistent high expectations for learning and behavior, and making learning *personal* to and *important* to students
- Consistently reflecting on student learning, teaching practices, and research driven high-yield strategies
- Making intentional data-driven decisions using multiple forms of assessment without creating anxiety for either students or staff
- Purposely contributing to and safeguarding an environment of safety, accountability, engagement, participation, and responsibility of and for children

OUR VISION

We envision a safe environment where *all* children are capable of learning, developing, and succeeding. We envision students gaining and refining all skills necessary to be productive and conversant in a “knowledge economy,” *because* they attend Summit Public Charter School.

OUR PHILOSOPHY

Every child has the right to attend free public school where he/she will be taught using research-driven best practices. Parents have the right to expect a safe, research-friendly, and respectful school learning environment for his/her child. Each staff member has the right to teach without fear of physical violence, gossip, bullying, professional isolation, or lack of administrative support in the classroom. Students, parents, and teachers deserve peace of mind and will engage in *meaningful* and *measurable* learning in the setting of Summit Public Charter School.

DISCLAIMER: Summit Public Charter School holds no interest in or legal, contractual, or collaborative relationship with The Academy at Roosevelt Center or with BMED, Inc. for purposes of utilizing The Harbor School Method trademark.

TAB 2

1. JUSTIFICATION FOR SUMMIT PUBLIC CHARTER SCHOOL

Students face a variety of influences which do not promote *child-centered* education in public schools. Such prevailing examples include: not being challenged by curriculum, not being treated as equals by their peers and teachers, not feeling safe to explore their ideas and creativity publicly, and especially not feeling physically or emotionally safe in their school environment. Paramount to other influences are the lack of preparation many students receive in mathematics, solid reading skills and comprehension, language usage, and inadequate communication and life skills. It is the plan and competence of the Summit founders to provide a daily experience that offers rigorous instruction towards these skills, with a research-based ‘checks and balances’ system using student data.

Preliminary polling shows a large number of community parents will enroll their students at Summit Public Charter School, and get on the waiting list if needed. Consistent feedback from members of the greater Pocatello community includes a sense of frustration that there are not more innovative choices for education in the local community. The Board of Directors, with the help of committed Founders, is gathering interest data by virtue of a concise survey. Such data is demonstrating the need and desire for Summit Public Charter School to be authorized, and to begin operation. Summit Founders are providing a booth at the Annual Southeast Idaho Spring Fair, held in Pocatello, Idaho. The event spans from Thursday, March 29, 2012 through Saturday, March 31, 2012. 20,000+ people have been documented to have attended the fair over the three days in previous years and consecutive years. Founders are confident they will reach a wide spectrum of community members, gain their interest in the school, and obtain robust enrollment interest data from the three day event. The data will be new and ready to deliver as an “update” of data less than 5 days old, upon being heard during the petition hearing on April 5. Further, upon approval, founders will continue to advertise for open enrollment, during the span of at least a full calendar year to do so before operations begin in August ~~od~~ 2013.

Please see Appendix U for documentation of interest by grade level, of community members ~~not~~. The “pie table” shows where these students come from.

Appendix U has not been updated. It is unclear if these families are still interested in attending Summit since it is no longer affiliated with The Academy or the Harbor concept.

The pie table cannot be read due to the dark print.

2. TARGET STUDENT POPULATION *I.C. 33-5205(4)*

PRIMARY ATTENDANCE AREA

Summit Public Charter School will be located within the community of Pocatello, Idaho. The primary attendance area will incorporate all residences within the current established boundaries of Pocatello/Chubbuck School District #25.

The goal of The Board of Directors is to open the School in August 2012. Summit Public Charter School will provide grades kindergarten through 8th, with only one class of students per grade level. If fewer than 15 students apply, for 8th grade prior to a date to be specified for the spring of 2013,

Summit Public Charter School will not offer 8th grade during the 2012-2013 school year. Instead, 8th grade will be available starting the 2013-2014 school year. The enrollment ceiling of Summit Public Charter School will be 288-students. There is no plan to increase the enrollment cap through the addition of more kindergarten through 8th grade classes or with the addition of a high school.

ENROLLMENT CAP

Each grade shall be made up of one class per grade level kindergarten through eighth grade and the total enrollment capacity for the school will be **288** students. The enrollment cap for each grade level shall be:

- Kindergarten: 32 students
- First Grade: 32 students
- Second Grade: 32 students
- Third Grade: 32 students
- Fourth Grade: 32 students
- Fifth Grade: 32 students
- Sixth Grade: 32 students
- Seventh Grade: 32 students
- Eighth Grade: 32 students

Because our model provides strict and consistent structure, procedures for, and positive and constructive consequences for behavior, founders are confident in the ability of the school to operate larger class sizes. Both existing charter schools in Pocatello operate large class sizes and are very successful with classroom management. In addition, many charter schools in the United States operate larger than normal class sizes and have success. Further, the kindergarten teacher will operate a morning kindergarten class for 16 students, and a separate afternoon kindergarten class for 16 separate kindergarteners. The 32 students comprise the first grade class for each subsequent year.

3. POTENTIAL IMPACT ON DISTRICT #25

The founders of Summit Public Charter School recognize the school's opening and operation will have a potential impact on Pocatello/Chubbuck School District #25.

The following factors lessen the impact of Summit Public Charter School on the local School District. The 288 students enrolled with Summit Public Charter School will have *a minimal impact* on the 12,411 student enrollment of District #25 *because*:

- The enrollment cap will not exceed 288 students now, or in subsequent years, and the Pocatello/Chubbuck School District #25 will not be affected by an expansion of Summit Public Charter School
- Students who attend the several private schools in the community may opt to attend Summit Public Charter School as a free, public, high quality alternative
- Home-schooled students may enroll and attend Summit Public Charter School

April 5, 2012

- Based on historical enrollment at The Academy, students from Marsh Valley School District, American Falls School District, and Fort Hall School District may opt to attend Summit Public Charter School

As indicated earlier, the following shows enrollment by grade for Summit Public Charter School. In conjunction with this enrollment below, the most recent and available enrollment numbers of District 25 are provided to show the minimal effect of the enrollment of Summit on District 25:

SUMMIT: Kindergarten: 32 students
DISTRICT 25 2010-2011 Kindergarten: 1123 students

SUMMIT: First Grade: 32 students
DISTRICT 25 2010-2011 First Grade students: 1002

SUMMIT: Second Grade: 32 students
DISTRICT 25 2010-2011 Second Grade students: 1000

SUMMIT: Third Grade: 32 students
DISTRICT 25 2010-2011: Fourth Grade students: 921

SUMMIT: Fourth Grade: 32 students
DISTRICT 25 2010-2011 Fourth Grade students: 957

SUMMIT: Fifth Grade: 32 students
DISTRICT 25 2010-2011 Fifth Grade students: 922

SUMMIT: Sixth Grade: 32 students
DISTRICT 25 2010-2011 Fifth Grade students: 837

SUMMIT: Seventh Grade: 32 students
DISTRICT 25 2010-2011 Seventh Grade student: 901

SUMMIT: Eighth Grade: 32 students
DISTRICT 25 2010-2011 Eighth Grade students: 913

According to the Idaho Charter School Network in November 2011, only 5% of Idaho students are in Idaho charter schools. The Academy educates 2.2% of the total student population of District #25. Summit Public Charter School will educate approximately 2.3% of the total District 25 student population. The impact of enrollment at Summit Public Charter School on the enrollment of District 25 is minimal.

The Enrollment Interest Survey data, last gathered in October 2011, demonstrate that 57% of parents who have indicated they will enroll their children in Summit have children enrolled in District 25. 30% of the students from the survey will be new in Kindergarten in August 2012. The remaining 13% represents students who are currently home schooled, attend private schools, or other education options.

Please see Appendix U for a bar graph representing the number of students by grade, and a pie chart representing student percentages and from what location.

POTENTIAL ENROLLMENT BOOST FROM POCATELLO COMMUNITY CHARTER SCHOOL

Parents of students on the waiting list of Pocatello Community Charter School may enroll at Summit Public Charter School, especially if their child/children have been on the PCCS waiting list for an extended period of time. This is consistent with The Academy, and several students gaining a seat at The Academy from the PCCS waiting list. Because District #25 authorizes PCCS, the ISAT report for 2010-2011 of District 25 represents PCCS as influencing the AYP status of the overall District. The reading, language, and math scores for PCCS are included in grades 3-8 in their AYP performance report. By potentially having students from the PCCS waiting list enroll in Summit Public Charter School, the influence of PCCS on the AYP performance of District 25 could potentially be affected.

Summit Public Charter School will receive money as an individual LEA (Local Education Agency), and will receive dollars from the State for each student enrolled, just as any LEA receives such funds. According to the Center for Education Reform, "Charter Schools *are* public schools. When a child leaves for a charter school the money *follows that child*. This benefits the public school system by instilling a sense of accountability regarding its services to the students and parents, and its fiscal obligations" (www.edreform.com/fast_facts). Hence, if a student left a local school district for another traditional school district, the state funded dollars would follow that student just the same. Summit Public Charter School will be another "public" school. In addition, Summit Public Charter School will not have the benefit of receiving additional public funds through supplemental tax levies and other funding sources.

According to the Idaho State Department of Education (2008), only 4% of the state's total public education budget goes towards charter schools. Districts, including Pocatello/Chubbuck School District, are able to acquire additional funding through levies and bonds, regardless of the student population. While District #25 will not receive the Average Daily Attendance (ADA) funding for students enrolled full-time at Summit Public Charter School, they will avoid the costs associated with meeting the demands of growth in their coverage areas.

4. FACILITIES TO BE UTILIZED

The Board of Directors assumes the obligation to provide facilities which are functional, safe, and conducive to a learning environment. The board has secured 4 facilities which could adequately meet such needs. The options are as follows:

- The West Wood Mall
- Temporary Modular School with Available Land
- The Cre-Act School
- The Roosevelt School (The Roosevelt building may be available for use for Summit in subsequent years, but, due to the unknown housing future of the current tenant, Summit founders cannot present Roosevelt as an option for use for beginning operations in August 2013; because the owner of the Roosevelt building holds a seat on the Summit Board, the Board and founders are updated regularly on the future possibilities of Roosevelt building as it relates to Summit Public Charter School) (~~As noted in the Appendices, this option will not be mobilized unless The Academy is able to comfortably vacate the premises by July 1, 2013~~)

Please see Appendix S for complete documentation for the above mentioned facilities options.

5. ADMINISTRATIVE SERVICES

PRINCIPAL

The school Principal is the leader of culture and research-based best practices in the organization. He/she sets the tone, the expectation, and the models for executing the school program. Further, the focus on students' academics and development of character, and staff adherence to the principle of "what is most effective for students" is a constant focus of the building leader. The leader of the day-to-day operations must embrace a commitment to establishing, living, and modeling for others, an accountability culture to all stakeholders of the school. With respects to culture, a visitor can visit the classrooms of Summit Public Charter School on any given day at any given time, and be able to observe a culture of learning, and a culture of With respects to climate, the Principal ensures that each student is experiencing the school day safely with peers and adults. Further, the Principal ensures that each staff member feels safe to work around one another in a relationship of respect, trust, and working out problems and differences, directly. Thus, the Principal of Summit Public Charter School ensures that when conflict arises, staff members are held to expectations of resolving conflict with respect, patience, transparency, openness, and with proactive solutions in mind. The Principal understands that human beings approach conflict in three basic ways: Avoidance, Aggression, and Collaboration. The Principal ensures staff members and parents engage in a collaborative approach to conflict, as dictated by leading research.

The Principal also has a sincere, observable commitment to monitoring both effective teaching, *and* the elements responsible for students' abilities to learn. The school leader considers teaching a privileged and sacred profession. He/she hires, and then honors his/her teachers as the experts of learning. Because of this, the Principal of Summit Public Charter School must know when to be each of the following types of leader:

- Directive leader
- Non-directive leader
- Collaborative leader
- Informational leader

The Principal utilizes the talent and abilities of staff to assist him/her in coaching and guiding each other towards best practices. Utilizing the philosophy and practice of the Professional Learning Community, staff members benefit from a collaborative leader. They are trained in the direction they are to pursue regarding curriculum and instructional practices, and then allowed to systematically assist each other in those efforts. The Principal is revered and respected as the person who "pilots the ship," but does so taking into consideration the expertise, talent, and skills of the school staff. This leader is focused on and cognoscente of the talents of staff members, and how to support those staff members to be the most effective for students.

The first requirement for employment consideration as Principal will be possession of a valid Idaho Administrator Certificate (an endorsement for "Principal") or the equivalent. The Principal for Summit Public Charter School must be a highly principled, experienced educator with the following characteristics at minimum:

- significant experience developing and managing budgets
- experience writing and implementing curriculum, technology, and training/professional development
- a record of leadership and sound management

April 5, 2012

- a passion for helping students attain high standards
- strong interpersonal skills and experience in building and leading teams
- an understanding of the diversity and unique character of the school's community
- consistent and exceptional professional evaluations
- outstanding references from peers, former colleagues, parents, and members of the school community
- commitment and passion for student achievement, parent involvement, and innovation in education
- strong academic credentials, interpersonal skills, and work ethic
- strong positive professional references
- experience in special education and related issues

The Principal reports to The Board of Directors, and is the employee of The Board of Directors and is the Chief Executive Officer of the school organization. Further, the Principal is responsible for implementing the school's education program, attaining the school's objectives for high student achievement, managing, evaluating, promoting, and releasing school personnel, creating a school culture that is disciplined, orderly, and conducive to learning, and nurturing a strong relationship among and with the stakeholders of Summit Public Charter School.

The Principal is expected to keep apprised of the latest educational research and to be involved in local, regional or state boards, committees, and organizations to further the mission of Summit Public Charter School and increase his/her academic leadership expertise.

BUSINESS MANAGER/CLERK OF THE BOARD OF DIRECTORS

Under the supervision of the Principal, the Business Manager assists in Human Resource management, student record and attendance compliance, managing the public lottery process and maintaining sufficient school enrollment. Responsibility shall further include ISEE management, executing payroll documentation and accounts receivables/payables, and assist the Principal and other school programs with timely and accurate reporting per the SDE "data acquisition" calendar.

Human Resource & Record Management

- Assure all new employee hires have proper documentation for state/federal reporting, complete SDE required background checks, obtaining official transcripts and certifications, and assure all testing is completed if necessary for the hired position assuring compliance.
- Monitor and record all completion of continued education credits and professional testing.
- Conduct a new hire orientation which includes the following: Explain pay period and time card process, give a brief overview of the parent handbook and employee dress code (employee receives copy of each). Schedule ~~for~~ a background check, email set-up, health insurance paperwork if applicable and discuss any further testing requirements such as a Paraprofessional Praxis.
- Insurance and Risk Coordinator with the Principal oversight which includes the following: liaison between school and Mutual Insurance, Cobra compliance, file workers' compensation claims and follow-up, communicate with staff applicable information as deems necessary,

Student Record Management and Attendance

- Oversee the student registration procedures and assure all student records are recorded in Power School verifying absences via parent phone calls, Doctor notes, etc.
- Request student CUM file from previous school and verify birth certificate is on file, immunizations are up to date and testing documentation is included.
- Oversee and record daily attendance in PowerSchool. As per the parent handbook, mailing 3 or 5 day letters to parents of students that have missed applicable days. Monitor and advise the Principal of excess truancies and conduct follow up procedures-scheduling parents with the Principal/ Board of students and assuring proper documentation.
- Manage student transfers and records communicating with staff when a student withdraws.
- Fill any vacant seats upon the Principal's approval and scheduling families for a school tour and meeting with the Principal.
- Maintain accurate student documentation in PowerSchool including but not limited to: personal, demographics, attendance and medical.
- Maintaining accurate enrollment and attendance statistics.

School Lottery Coordinator

- Under the direction of, and in participation with The Board of Directors and the Principal, oversee the school lottery enrollment process in accordance with Idaho Code Title 33, Chapter 52 maintaining on-going accurate records throughout the year.
- Manage school lottery that is conducted in March each year and mailing of ~~out~~ result letters to all applicable families and reporting results to school board and the Principal.
- Maintaining communication with families as open seats become available and keeping accurate documentation.

State Department of Education Reporting (and other agencies)

- ISEE Director with ~~the~~ Principal oversight- implementation of procedures to assure accurate monthly reporting and weekly reporting beginning in fall of 2011.
- ISEE reporting includes nine files: student attendance, demographics, and courses, staff demographics and assignments, school calendar, teacher attendance, SPED and gifted students.
- Monitor SDE data acquisition calendar and assure timely reporting of all applicable requirements on behalf of the Principal, school programs and budget.
- Student Immunization annual reporting (November) to Idaho Department of Health and Welfare.
- Communication to parents via recommended formatted letter for any records that are out of compliance.

Clerk of The Board of Directors

- Monitor payroll process monthly assuring accuracy on behalf of the Principal and ~~Clerk of~~ The Board of Directors.
- Conduct A/R and A/P reviewing for proper documentation/need therefore assuring accuracy and staying within budget constraints.
- Student Health Care Management; dispensing prescription medication to students, mailing H&W formatted letter to 5th grade enrollment for recommended immunizations, schedule maturation classes and visual and other screenings and maintain accurate documentation.
- Assist faculty with purchase requests, g-mail calendar updates, facility use requests, answering phones and assumes responsibility for tasks assigned by the Principal and/or

school board.

- Manage the petty cash fund and the Principal fund checking account.

6. CIVIL LIABILITY

Neither the Idaho Public Charter School Commission nor the Idaho State Board of Education will have any liability for the, acts, omissions, debts, or other obligations of Summit Public Charter School.

TYPES OF INSURANCE

Summit Public Charter School will secure and retain a policy of general liability insurance in the amount required by Idaho state law and errors and omissions insurance with limits not less than \$1,000,000. The appropriate insurance and legal waivers of all district liability and property insurance will be similar to the coverage purchased by the district. Copies of insurance declarations will be provided to the Idaho Public Charter School Commission when policies are renewed. Summit Public Charter School will provide a list of all other types and amounts of insurance required prior to the opening of the school.

Summit Public Charter School will purchase property insurance and liability insurance. Additionally, both the facility provider and Summit Public Charter School insures their respective interests against damage and for liability exposures with minimum limits of liability of not less than \$1,000,000 per person, or such limits as imposed by the State requirement or as otherwise determined by The Board of Directors. All such insurance policies shall name Summit Public Charter School as an additional insured and provide for a least ten (10) days written notice prior to cancellation. The facility provider and Summit Public Charter School shall provide to each other certificates of insurance evidencing such coverage.

Summit Public Charter School will only contract with service providers who carry adequate liability insurance. To the extent it is covered by insurance, Summit Public Charter School shall indemnify its employees, parents, students, agents, servants, customers, invitees, the facility provider, the chartering entity, or any other person entering the facility under express or implied invitation, against death, injury, or damage to or loss of property caused by virtue of negligence or misconduct of Summit Public Charter School.

TAB 3

1. EDUCATIONAL PROGRAM *I.C.33-5205(3)(A)*

Vertical Alignment

All components of the program, and particularly the curriculum, have been meticulously aligned vertically from grade to grade. Concepts in all curricula build upon one another in a cohesive fashion which suits the learning rates and abilities of the students as they advance through each grade. No teacher at Summit Public Charter School works in isolation of each other. No teacher uses his/her own core curriculum, but, each teacher uses a piece of a universal curriculum at his/her grade level with fidelity. Such fidelity is evident in the daily achievement of students.

Advanced Curriculum

Students K-8th grades, are exposed to a curriculum which espouses the Idaho Core Content Standards at a grade level **ahead** of where the Standards are required to be taught. For example, on any given day, a parent, or guest on tour will walk into a classroom, and see math concepts on the board which represent core concepts that are traditionally taught in the grade above that grade level of students. Because Summit educators do not pressure the students to learn any concept by a certain time, and because the students' progress is so meticulously tracked, exposing students to concepts advanced for their grade level is feasible and practical.

The Spalding Method

All certified teachers and several classroom assistants will complete two full school years of Spalding certification training. Further, the students K-8, receive a curriculum and training in reading that is unmatched by any area school. Further, the Spalding Method is meticulously vertically aligned from grade to grade, providing maximum consistency in the building and continuation of reading skills, grade to grade, beginning in Kindergarten. Unlike other schools which employ The Spalding Method, Summit Public Charter School utilizes the entirety of the program and curriculum, both Spalding I and Spalding II.

Commitment to Research-based Best Practices

In addition to using a myriad of instructional approaches which respond to the multiple modalities of learners, ~~Academy Summit~~ Summit educators will contribute to and operate ~~designed~~ a data management and evaluation system which allows the adults to have daily access to multiple forms of student learning data. As a requirement of hire for Summit, educators will be expected to engage said research proven process. Having embraced the RtI model three years ago, Summit educators, lead by the administration as the instructional leader, are will be required to be keenly aware of each students' learning progress and capabilities. [Please rephrase for clarity and grammatical correctness.] Every student identified as in need of additional instruction, receives intervention during periods OTHER than core instructional time. Students are **never** pulled away from core instruction. Instead, such students receive additional intervention during specials classes.

Because each student receives between 3-5 sessions of each special class, each week, the amount of time taken away from specials over the course of a month is minimal. The combination of maximum exposure to core instruction, and strategically receiving intervention, will close the gap of knowledge acquisition of our lower learners.

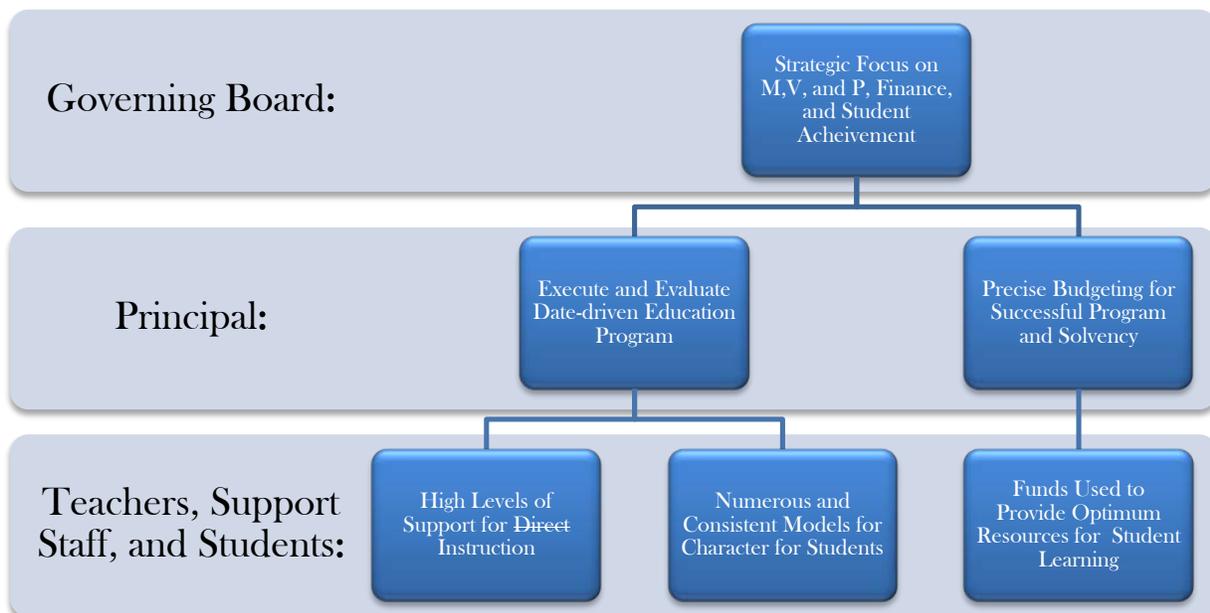
Intentional and Strategic Use of Support Staff

Classroom Assistants are trained to collect and grade student work. Further, they handle most of the paperwork tasks that a traditional teacher is expected to do. The Classroom Assistant in each Summit assignment is held accountable for stepping in and performing tasks that would prevent the Summit teacher from being an instructor, if those tasks were not managed by support personnel. Classroom Assistants provide student supervision on various levels, so the teacher may remain in the classroom and prepare for instruction.

Preparation Time

Each teacher is provided 120-150 minutes of prep time per day. Because Classroom Assistants are handling paperwork, grading, and supervision, the classroom teacher intentionally spends each preparation block of time preparing lessons, and other necessary instructional components. They are not weighed down with tasks which take away from their focus, energy, or ability to be an instructor during core instructional time.

\Below is a diagram representing the influence the Board of Directors will have on all stakeholders, with respects to what are priorities of the Board as a governing body:



PROGRAM: A SAFE ENVIRONMENT CONDUCIVE TO HIGH LEVELS OF LEARNING

Character development and rigorous learning are the pillars of Summit Public Charter School. The program is a child-centered educational model built on high expectations for both student behavior and academic endeavor. The heart of the character education curriculum is learning how to treat each other, why such treatment is important, and how such treatment effects all parties

involved. Summit Public Charter School students will help create a kinder community around them, whether at school, at home or in their neighborhoods. Our plan for citizenship education provides training through memorization and dramatization of classic poetry, historical passages, classic literature, studying the lives of great leaders, as well as employing a staff which models essential traits of good character. The staff at Summit Public Charter School will ensure a safe, kind environment allowing students to acquire essential information and attitudes that will help them lead productive lives.

Summit Public Charter School operates using a rigorous approach to instruction and curriculum. The curriculum is aligned with the Idaho State Achievement Standards and Objectives for grades K-8. The curriculum will align to the new Common Core State Standards, intended to take effect in 2013. The academic objective of Summit Public Charter School is to provide a complete educational foundation based on proven methods of instruction, using rich, challenging content. The K-8 curriculum is presented in a “repetitive fashion” so that students are exposed to key concepts multiple times throughout the week, month, and the school year. The expectation of students is mastery of both knowledge and the ability to apply skills with a direct connection to the levels and competencies as defined by Blooms Taxonomy. The K-8 curriculum is a comprehensive program that includes both traditional academic subjects taught in innovative ways, and additional curriculum areas that make Summit Public Charter School even more unique.

Staff members of Summit Public Charter School teach students of all learning styles and learning rates. Yet, they teach at the same elevated level for all students in their classrooms. Staff members know that when students feel safe and welcome in the learning environment, they focus much more on learning and not so much on the external factors surrounding them, such as fear of others, fear of being judged, and fear of not knowing the answer.

Teachers are engaged in ~~direct~~ instruction throughout the day using a variety of proven teaching techniques. It is important to consider and address the varying developmental rates and learning modalities of the student population. Teachers at Summit Public Charter School understand and implement teaching practices as defined by SIOP, and the “Teacher Continuum, which places instructional pedagogy in four quadrants: Teacher-Centered, Teacher-Assisted, Student-Assisted, and Student-Centered. Teachers at Summit Public Charter School, using direct instruction and student collaboration and peer groups, with an ability to act as facilitator when necessary, can keep curricula challenging and the expectations for learning high with the help of qualified Classroom Assistants and classroom volunteers. The program blends the development of and instruction toward ~~character~~ citizenship development and academic development together. As children are taught and reminded of their *responsibility* to learn, they develop personal ownership of their learning.

Education reform research teaches us that vertical alignment of curriculum is key to success for students from grade to grade. The following are examples of the alignment of curriculum, character modeling, and expectations which occur at Summit Public Charter School:

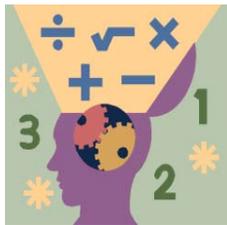
- Curriculum is aligned to Idaho State Standards and Objectives as a place to start and then build from those standards with rigor and pace
- Curriculum from grade to grade will build very intentionally on the curriculum in the previous grade
- Teachers will meet and create framework for identifying the areas of vertical alignment which must exist

- While individual style will exist for each teacher, the same approaches will exist from class to class; such will be evident in instruction with the Spalding Method, math memorization recitations, and many more
- Teachers at each grade level will **not** work in isolation of the curriculum in the grade level above and below the grade they teach
- The same high behavior expectations will exist from grade to grade, teacher to teacher, student to student; the Principal is the chief educator who establishes and reinforces these expectations with consistency, and further expects each teacher to be consistent with these expectations

Our instructional approach is a blend of numerous strategies that are proven by research and in-class experience to yield the largest increase of student learning. The following is a summary of such instructional methodology:

- Delivery of concepts and teaching toward skills must be frequent and integrated into multiple contexts; Concepts are not taught in an isolated lesson, but are brought up and revisited at different times during the day; the students at other times in-turn display each and every concept, as well as their execution of the problem on their own white board, thus giving the student and the teacher immediate data on their understanding
- Summit teachers are responsible for using multiple assessments to guide and direct their daily understanding of the knowledge acquisition rates of the students; they use assessments as sources of insight about student learning, instructional effectiveness and curricular needs, and uses such data to drive decisions about instruction
- Direct Instruction is defined in a myriad of ways, and is exemplified using multiple strategies; Summit teacher learn and implement similar strategies for instruction to develop and maintain a consistent approach that student benefit from as they move through the grade levels of the school **Please correct grammatical errors.**
- Teachers see their own mistakes in instruction, classroom management, etc., as opportunities to teach the students; they are transparent about their mistakes and model learning opportunities from them.

Mathematics: Our teachers believe and demonstrate by actions and observable strategies the blending and co-existence of *instructional fidelity* and *individual teacher creativity and style*; teachers are guided by learning objectives and concept pacing—they adjust their strategies as needed, but also know where to be consistent in order to accelerate students’ understanding of curricula. Teachers use multiple tools for assessing whether students are experiencing “knowledge acquisition” as they use their instructional techniques. One such tool students use is a dry erase board to record concepts and complete them in the fashion be taught by the teacher [Please correct error.]; the students in-turn display each and every concept, as well as their execution of the problem on their own white board, thus giving the student and the teacher immediate data on their understanding; students respond to the direct board by each participating in his/her own oral recitation, and joining with all classmates in choral response; as teachers model and then reinforces concepts for students as a class group, students do not feel singled out; further, the concepts are taught and repeated from day to day as the curriculum “spirals” up; through daily practice, review, and application, the curriculum builds a solid early foundation in both facts, computation, and concepts. Students from kindergarten through the eighth grade will master the arithmetic processes of addition, subtraction, multiplication, and division of whole numbers, fractions, and decimals through drills using “The Mad Minute,” or a similar supplemental math technique. Many traditional public schools and public charter schools in the United States experience great success with



The Mad Minute and similar tools each year. However, since mathematical learning is, as research teaches, an involved thinking process, our students participate in concept and manipulative experiences that engage students in exploring, conjecturing, and explicating their processes, and other critical thinking steps. Students develop a high degree of mathematical literacy and qualitative proficiency, while viewing math as a tool for reasoning and problem solving in purposeful ways. Math Connects, 2011 edition, Saxon Math, or a rigorous equivalent will be the core mathematics curriculum.

Language Arts:



The goal is to develop learners who are effective communicators and who love the skill and process of reading. Summit school students learn to read early, and correctly, because they are taught essential reading skills and components strategically and are consequently lifelong readers and writers. The Spalding Method, our reading curriculum, addresses building reading proficiency from the phonemic level, through phonogram instruction and decoding. Strategic comprehension skills and vocabulary development are integrated within the Spalding Program. Writing includes self-analysis using

the 6-Traits writing model in conjunction with creative and expository writing. The Shurley Method articulates the essential components of grammar usage, punctuation and capitalization skills, and are specifically taught, used, and practiced daily. Spelling is taught methodically, focusing on patterns, phonograms, rules and stages that children pass through as they develop spelling proficiency. Dramatization and memorization of accelerated vocabulary is a motivational aspect of the language arts experience. As students commit to memory vocabulary lists, and vocabulary through poetry, they are able to blend kinesthetic skills with memory to recall the information in context. Writing includes self-analysis connected with student learning goals through a personal journal, as well as creative, expository, and professional writing. Communication skills include speaking and writing, and expand into presentation skills, using modern technological tools.

Social Studies & Community Service:



This curriculum includes instruction in history, government, geography, economics, current world affairs, citizenship and sociology and will follow the elements of the Idaho State Standards. In addition there will be a strong emphasis on community service from Grade 7 onward as students apply their understanding of and their contributions to the world around them. We will seek out ways for the students to experience

responsibilities and rights as members of our democratic community. Students at Summit Public Charter School will use the Social Studies curriculum, custom designed by Summit teachers.

American History:



The purpose of this curriculum is to instill in our students a love and appreciation of history, particularly the history of America and its Constitution. Our students will be distinguished as historians in general and students of American history in particular. They will study the original founding documents, and the lives and writings of the Founders. They will

understand their role and responsibilities as citizens of the United States. Students at Summit Public Charter School will use the Social Studies curriculum, custom designed by Summit teachers.

Science & Health:



The science curriculum is a multi-year sequence that will include instruction in applied sciences, earth and space sciences, physical sciences and life sciences that emphasize hands-on experimentation and functional knowledge of scientific phenomena. Science must take students beyond the factual approach of reading, reciting, drilling and testing science to actual fieldwork

with instruments. This process and approach allows students to experience the excitement of science so they can better understand the facts and concepts and is in line with the Idaho State Standards. Students at Summit Public Charter School will use the Science curriculum, custom designed by the science teacher of Summit Public Charter School.

Music:



Studies have shown that early musical training can dramatically boost a child's brainpower, building the kind of skills necessary to succeed in high level math and science. The music curriculum for older students will focus on the development of fundamental musical skills, while also exposing students to local musical heritage and culture. Students will have access to instruments, styles, and genres of music from various cultures, and various time periods. Students at Summit Public Charter School will use the Music curriculum, custom designed by the music instructor of Summit Public Charter School

Physical Education:



A flexible physical education program is designed to ensure that students develop the coordination, motor skills, and overall fitness necessary to lead healthy and active lives. P.E. students are expected to participate in physical activities (as far as health will allow) that will teach them good sportsmanship, team play, and individual achievement. Physical education also includes diet and nutrition education. Students at Summit Public Charter School will use the P.E curriculum, custom designed by the P.E instructor of Summit Public Charter School.

Foreign Language:



The study of a foreign language is an integral and distinguishing aspect of the Summit Public Charter School curriculum. Research demonstrates that the study of a second language boosts English proficiency, improves memory and self-discipline, and enhances verbal and problem-solving skills. Spanish is the chosen second language of Summit Public Charter School. A robust Spanish curriculum is used Kindergarten-eight grades. The concepts are taught using direct instruction techniques. Students are assessed more intensely on the acquisition of the language as they advance through the grades at Summit Public Charter School. Students at Summit Public Charter School will use the Spanish curriculum, custom designed by the Spanish instructor of Summit Public Charter School.

Beginning in First Grade, students learn Spanish in terms of:

- the beginning components of the language, including key vocabulary words and some simple subject/verb conjugation

As students advance through the grades, they begin to learn more complex steps of the language, including, but not limited to:

- the numerous conjugations of verbs,
- the complexities of Spanish consonant phonemes
- lexical stress
- mastering the appropriate gender with words
- the tendencies of stress assignment and inflection
- verbally constructing complete phrases, sentences, and paragraphs.

Further, students simultaneously learn how to apply Spanish grammar rules to *writing*, including but not limited to:

- the inflection of the language in writing
- writing using the appropriate gender with words
- the “right-branching” form of Spanish text
- heavy reliance of the Spanish Language on prepositions
- the syntax of subject-verb-object
- verb framing

Students at Summit Public Charter School will become proficient in speaking and writing Spanish. They will assume proficiency and fluency of Spanish at different levels. But, the emphasis on mastering the second language is key to insuring well rounded success as a 21st century citizen.

Further, Our Spanish program intentionally supports what children are currently learning in the English language in their core classroom curriculum.

2. A 21ST CENTURY EDUCATED PERSON *I.C. 33-5205(3)(A)*

The stakeholders of Summit Public Charter School embrace the characteristics of 21st century learners, as encapsulated by Richard Cronin:

1. They listen and they hear.
2. They read and they understand.
3. They can talk with anyone.
4. They can write clearly and persuasively and movingly.
5. They can solve a wide variety of [...] problems.
6. They respect rigor not so much for its own sake but as a way of seeking truth.
7. They practice humility, tolerance, and self-criticism.
8. They understand how to get things done in the world.
9. They nurture and empower the people around them.
10. They follow E. M. Forster’s injunction from *Howards End*: “Only connect . . .”

Cronin continues, “More than anything else, being an educated person means being able to see connections so as to be able to make sense of the world and act within it in creative ways...listening, reading, writing, talking, problem-solving, seeing the world through others’ eyes, empowering others, leading—every last one of these things is finally about connecting.” William Cronin, “Only Connect...: The Goals of a Liberal Education”. *The American Scholar*. 1998. 67(4)

Educated citizens in the 21st century understand that true success in life comes from working very hard, and not making excuses for failure, or what could be labeled as predetermined outcomes. Thus, they have been taught how to develop short-term, mid-term, and long term goals that are strategically focused on the outcomes they wish to meet and enjoy in their lives. Further, they are driven by a personal mission statement, uniquely crafted by themselves as well as being based off of the vision and success of others.

Educated citizens in the 21st century do not make excuses; they create opportunities to succeed. When in the midst of trials and setbacks, they have the self-discipline and commitment to stay true to the short-term, mid-term, and long-term goals they have set for themselves. They identify ways to make their education at all levels *work for them*. They strategically use their education, talents, skills, and mastery of different curricula and concepts to meet and exceed their goals they have created benchmarks for.

Educated citizens keenly identify they cannot just “settle,” because they have the discipline and integrity to recognize they are competing in a 21st century “knowledge economy.” Tony Wagner, author of *Change Leadership*, describe the dilemma students have moving into the job market and society, both comprised more and more of a knowledge economy: “Employees must know how to solve more complex problems more quickly, and must create new goods and services if they are to add significant value to virtually any business or nonprofit organization, no matter what size. And those who don’t have these skills are not being hired (*Change Leadership*, p.3.)” With Wagner’s observation in mind, Summit Public Charter School leadership, staff, and stakeholders, understand that the skills required in the 21st century work places “directly correspond” to the skills and concept competence needed for success in college-level education.

It is the duty of stakeholders of Summit Public Charter School to consider and scaffold key competencies of their students. According to Carnevale and Desrochers, (*Standards for What? The Economic Roots for K-16 Reform*, 2003, p.40), the following competencies best prepare students of all ages to be educated citizens, geared toward success in the job market, and giving them a gainful edge in the 21st century:

- Basic Skills: Reading, Writing, and Mathematics
- Foundational Skills: Knowledge of *how* to learn
- Communication Skills: Listening and Oral Communication
- Adaptability: Creative Thinking and Problem Solving
- Group Effectiveness: Interpersonal skills, Negotiation, and Teamwork
- Influence: Organizational Effectiveness and Leadership
- Personal Management: Self-Esteem and Motivation/Goal Setting
- Attitude: Positive Cognitive Style
- Applied Skills: Professional and Occupational Competencies

Further, The Board of Directors, the Principal, and staff believe that educated citizens in the 21st century are:

- Those who have attained the knowledge and skills necessary for the 21st century by developing work habits and ethic, communication skills, and problem-solving habits that contribute directly to democratic communities (Thus, our core program addresses the nurture of intellectual, social, interpersonal, and character growth skills *in* and *out* of the classroom setting)
- Those who have solid, in-depth, and advanced skills across multiple curricula; they can assuredly prepare for academic choices in secondary and post secondary schooling because they have mastery over foundational and advanced concepts and skills as they enter high school
- Those who have been exposed to and who have established strong work habits early in life, and who have the capacity and skills to recognize when and how to employ these work habits
- Those who communicate a sense of pride for, and investment in the various communities of their lives
- Those who learn early that their conduct in the foundational school years of their lives create the foundation for their behavior after their years of school are over
- Those who learn to persevere towards mastery of and competency towards their learning at all ages of their lives; further, they understand that mistakes are natural and normal, and mistakes are to be seen as and used as teaching moments of growth in life

- Those who are internally motivated to do right, work hard to master concepts and skills, and recognize the role and purpose of extrinsic motivation as supplementary to internal motivation to succeed
- Those who understand there are rules in life, that individual choices determine success or failure, and that positive and constructive consequences naturally follow choices

3. HOW DOES LEARNING BEST OCCUR? *I.C. 33-5205(3)(a)*

Summit Public Charter School explicitly defines and scaffolds high quality learning, taking into consideration the various elements which influence student learning. Further, learning best occurs when all decisions in the school are made following the principle of what is optimum for student learning. Learning best occurs when **all stakeholders** recognize they play roles in *student learning outcomes*:

What is expected of our students?

- Students are deeply engaged in their work; how they perform in class with academics and behavior matters to them; thus, they develop a sense of personal accountability and responsibility for their performance
- Because students understand expectations of them, they develop work habits which will make them successful
- Students continuously participate in the various learning expectations, using multiple strategies including chorale recitation, kinesthetic exercises woven into the lessons, and peer collaboration and assessment
- Students learn the instructional routines in early grades which accelerates their ability to focus on new information, new skill development, and new thinking skills

What is expected of our classroom teachers?

- Teachers design the elements and pedagogy of their classroom environment; in doing so, they use all activities in the day to be intentional about what students can learn
- Teachers establish and maintain the high level of culture in the classroom: expectations, consistency, kindness, respect, accountability, responsibility, competence, and confidence; they proactively hold students accountable for students' choices; they do not overlook any form of misbehavior whatsoever; they let all their students know they are safe, yet accountable; such methods including Love and Logic and other best practices have influenced such approaches over the years
- Teachers create a foundation for critical thinking habits which consists of advanced, challenging content, dedication to monitoring student proficiency in skill, and establishing determination in students to give their best effort
- Teachers consider student engagement and participation as paramount to consistent knowledge acquisition; they learn, understand, recognize and engage the multiple methods of student engagement
- Teachers meet clear expectations set by the Principal for quality instruction through the use of specific curriculum, instructional strategies, and student management practices which support intellectual, emotional, and character development of students
- Teachers consistently review classroom, school-wide, and state level assessments; with this data, they set expectations for making performance improvements and data-driven decisions

April 5, 2012

- With Principals, teachers value assessments as sources of insight about student learning, instructional effectiveness, and curricular needs
- Teachers provide multiple opportunities for students to learn throughout a day, a week, a month, and the school year; they deliver the curriculum in ways that students are exposed to concepts repeatedly, and not just once
- Teachers provide continuous opportunities to demonstrate their understanding and skill

What *Principals* do to contribute to high achievement:

- Principals are highly noticeable and present in the classrooms throughout the day; they become experts on each classroom environment, and on each teacher's instructional approaches and management, so they can lend support as needed and coaching as needed
- They lead out in ensuring practices that contribute to an environment of kindness towards one another, respect for one another, and accountability for work being done
- Principals ~~create and then~~ protect the conditions for teachers to excel at teaching
- Principals consistently review classroom, school-wide, and state level assessments; with this data, they set expectations for making performance improvements and data-driven decisions
- With teachers, Principals value assessments as sources of insight about student learning, instructional effectiveness, and curricular needs
- Principals ensure instructional program coherence within each grade, as well as vertically through all grades
- Principals ensure that students know what to expect from grade to grade, from class to class, from adult to adult
- Principals consistently monitor teaching and learning; they provide continual feedback to teachers regarding effectiveness of instruction, or what they might consider to improve
- Principals encourage individual students to perform well and to behave by reminding students of expectations and modeling those for students

What *parents* do to contribute to high achievement:

- Parents are encouraged to learn the methods teachers use, observe instruction in classrooms, and hold their children accountable for what the teacher is teaching, and what the student should be learning; because parents are visible in the school by their children, they assist in establishing a mindset of working with school staff as a team; they can speak to different learning expectations at home
- Parents are encouraged to support the completion of specially selected homework at home; they are encouraged to see the value of homework and establish expectations for applying the concepts, knowledge, and skills their kids learned at school that day
- Parents are encouraged to provide service hours at the school as a means to understand the program and support it; because they are able to model this work ethic, and volunteer service to the school, their children are reinforced in their efforts to work hard, participate, and be engaged in class

2. EDUCATIONAL THOROUGHNESS STANDARDS *I.C. 33-5205(3)(A)*

Summit Public Charter School will fulfill the Educational Thoroughness Standards identified in Section 33-1612, Idaho Code.

Standard A. A safe environment conducive to learning is provided.

Goal: Maintain a positive and safe teaching and learning climate. Every student has the right to attend a school that encourages positive and productive learning, provides a safe and orderly environment, and promotes student respect for themselves and others.

Objectives: Summit Public Charter School will:

- Follow the general philosophy of the school's program and culture.
- Develop a staff/student handbook to provide rules and guidelines for physical safety. These guidelines will include but not be limited to the procedures for fire drills, reporting unsafe equipment, methods for checking students in and out of school, notification of parent's rights, and staff monitoring responsibilities.
- Provide a facility and adopt policies that meet all required city, state, and federal health, accessibility, safety, fire, and building codes for public schools, and hold inspections as required to ensure the safety of students and staff.
- 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.
- Create an environment that encourages parents and other adults to visit the school and participate in the school's activities.

Standard B. Educators are empowered to maintain classroom discipline.

Goal: Create a positive teaching and learning environment with an emphasis on high expectation of behavior and performance.

Objectives: Summit Public Charter School will:

- Follow the general philosophy of the established program and culture
- Develop a student handbook providing a code of conduct including clear expectations and consequences for unacceptable behavior, and a process for teachers to handle minor and major infractions in the classroom setting
- Teach appropriate behaviors and foster responsible decision-making skills
- Establish and maintain consistent rules aligned throughout the school

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

Goal: Offer opportunities for students to develop and express exemplary character traits in concert with the overall educational program.

Objectives: Summit Public Charter School will:

- Follow the general philosophy of the school's established program and culture.
- Emphasize the importance of adults modeling important values at school.
- Help students build personal bonds and carry out responsibilities to one another and to the faculty and staff.

- Develop a sense of community and service within the school, and between the school and the larger community. Community service instills a sense of individual, social, and civic responsibility and enables the student to use newly found knowledge to solve community problems.

Standard D. The Skills necessary to communicate effectively are taught.

Goal: Teach students a range of effective communication skills appropriate for the 21st century.

Objectives: Summit Public Charter School will:

- Emphasize meaningful language experience in reading, writing, and spelling, enhanced by dramatization and memorization.
- Provide a technology-rich environment that enhances communication.
- Provide instruction in a foreign language. 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.

Standard E. An advanced and challenging curriculum necessary to enable students to enter academic or professional-technical post-secondary educational programs is provided.

Goal: Develop an educated citizenry for the 21st century through a dynamic, interactive academic program where pacing delivered by direct instruction and driven by student capabilities rather than textbooks. Students must be well grounded in the basics such as reading, writing, mathematics, science, and social studies.

Objectives: Summit Public Charter School will:

- Use the Idaho State Department of Education's Curriculum as a starting point to be enhanced by unifying themes and other creative methods.
- Use a variety of methods to ensure student learning, including but not limited to, such examples as: Spalding's method as detailed in *Writing Road to Reading* (language arts); The Shurley method (grammar) Teaching of math through direct instruction, math manipulatives, timed tests, and Math Connects or Saxon math for homework; hands-on experimentation for science learning; and emphasis on community service in social studies.
- Through various forms of formative and summative assessment, staff determines each student's strengths and weaknesses. The faster learner is continuously presented with new challenges. The slower learner benefits from a range of adult intervention following the three tiers of RtI (Response to Intervention), multiple methods, and multiple environments.
- Emphasize environmental responsibility and an understanding of the relationships between the built and natural environment.
- Field trips and career development discussions will be used, as supported and validated by the curriculum

Standard F. The skills necessary to enter the workforce are taught.

Goal: Provide students with basic skills that prepare them for future employment using learning tools such as computers, scientific equipment, and networks linked to local and nationwide resources. These tools assist students in learning how to learn so that they become lifelong learners and are prepared to enter the workforce with a solid foundation of knowledge and skills.

Objectives: Summit Public Charter School will:

- Provide a strong foundation in basic reading, writing, science, social studies, and computational skills.
- Provide a technology rich environment, encouraging the effective use of technology as a tool in the workplace of the 21st century.
- Strive to provide students with a connection to the world through internet driven research tools, smart boards, electronic books, and laptop computers, Further, grant will be written with the goal of providing the following as suggestions: discussion tools & technology, email tools & technology, handheld devices in the classroom, instructional tools & technology-rich learning, interactive tools & technology-rich learning, publishing/visual tools & technology multimedia tools & technology, and writing tools & technology
- Enable students to develop the following intellectual habits important in the workplace: adapting to new situations and responding effectively to new information; solving problems; locating and evaluating information from a variety of sources; making flexible connections among various disciplines of thought; thinking logically and making informed judgments.
- Enable students to develop the following personal habits important in the work place: accepting responsibility for personal decisions and actions; honesty, courage, and integrity; a healthy lifestyle; empathy, responsible time management; assuming a fair share of the work load; and working cooperatively with others.
- Provide students with jobs in their classrooms and throughout the school to teach the importance of work, instill ownership in the school, and to help them learn the skills that they will need to enter the work force. These skills include taking instruction from supervisors, learning a task, and accomplishing a task in a timely manner.
- In grades 7 and 8, further enhance the ability of students to assess needs, prioritize in decision-making, plan an approach, implement a plan, and evaluate the result as part of the community service aspect of the curriculum.
- Plan for further growth in career guidance and development for students as they enter the high school grades.

Standard G. The students are introduced to current technology.

Goal: Provide students with a technology-rich environment using tools such as computers, scientific equipment, and networks linked to local and nationwide resources.

Objectives: Summit Public Charter School will:

- Emphasize the acquisition of basic computer skills as a supplementary medium of communication and research to complement other approaches.
- Use computers as tools for such activities as accessing research information, authoring, computation, record keeping, data storage, and communication.

- Expose students to continuous use of tools including Mimeo Boards, Digital recording devices, and multiple tools of technology through the Computer lab

Standard H. The importance of students acquiring the skills to enable them to be responsible citizens of their homes, schools, and communities is emphasized.

Goal: Provide students with skills and understanding necessary to become responsible citizens in their respective jobs and communities of the 21st century.

Objectives: Summit Public Charter School will:

- Provide a comprehensive program of community service that reflects responsible citizenship in a democratic society and an interdependent world.
- Enable students to develop the following habits of responsible citizens: accepting responsibility for personal decisions and actions; honesty, courage and integrity; empathy, courtesy and respect for differences among people; assuming a fair share of the work load; and working cooperatively with others to reach wise decisions.
- Enable students to understand and apply concepts and principles embedded in each of the social studies: history, geography, political science, and economics.

Summit Public Charter School will achieve the Thoroughness Standards through its basic curriculum and the unique aspects of the school. Instruction of the curriculum will be accomplished using an aligned proactive method. A combination of a strong emphasis on kindness, the “golden rule,” and a reward system which honors children who are hard working, responsible, honest, and respectful creates an environment allowing for student peace of mind which then maximizes learning potential. We will focus on the memorization and dramatization of classic poetry, which, through daily recitation, discussion, and application to life situations, will create sensitivity for humankind in staff and students.

4. SPECIAL NEEDS STUDENTS *I.C. 33-5205(3)(Q)*

Summit Public Charter School will identify special needs students, including LEP (Limited English Proficient), gifted and talented, and students qualifying for Section 504 and IDEA. The school will utilize the Idaho Special Education Manual as now adopted or as amended in the future and will comply with state and federal statutes and regulations. The Idaho Special Education Manual will be used as a guide on developing individualized education plans, planning services, developing our discipline policy, and budgeting and providing transportation for special needs students, as necessary.

SPECIAL EDUCATION

It is the intent of Summit Public Charter School to identify, locate, and evaluate all enrolled children who may have disabilities. Disability, in this instance, means such conditions as: hearing impairments, visual impairments, speech or language impairments, specific learning disabilities, emotionally disturbed, multiple disabilities, cognitive disability, other health impairments, physical impairments, autism, and traumatic brain injury. Before disabled children can be served, they must be identified according to Idaho State criteria in the State Special Education Manual.

A Special Education teacher will be hired at 1 FTE and will serve as the “Director” of Special Education at Summit Public Charter School. In this capacity, the teacher will serve as liaison between the school and the state, remain current on all state and federal policies and procedures, and oversee

the implementation and monitoring of all Special Education services at the school. Further, a mentoring contract will be entered into with the Special Education teacher/director at the Academy at Roosevelt Center. This step will be taken to ensure the timely and thorough implementation of a high functioning and current policy/current practices driven program for Summit Public Charter School.

If a student is found to be eligible for special education services at Summit Public Charter School, services will be provided for that student in one or more of the following ways:

- Summit Public Charter School will form a multi-disciplinary team to consider a student’s eligibility for special education. If a team determines the need for an evaluation by other personnel, such as a school psychologist, speech therapist, or occupational therapist, not currently employed by the school, such evaluations will be contracted with a private provider. Providers will meet all applicable licensure and certification requirements. All evaluation and eligibility requirements will be followed and parents will be notified of their due process rights.
- The certified special education teacher/director will be responsible to meet with the IEP team to develop monitor Individual Education Plans (IEPs) and implement each plan as written. The special education teacher, an educational assistant under his/her guidance, or a contracted service provider 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. The delivery of instruction for students with disabilities, and the monitoring of that delivery of instruction will be provided by personnel who meet highly qualified criteria along with requirements of IDEA.
- Instructional services will follow the Individual Education Plan (IEP) and will be provided in the Least Restrictive Environment as defined by the student’s IEP. An Education Assistant will be used to support instruction as allowed by IDEA.
- Disciplinary issues with special education students will be assessed by the IEP team. Teachers and administrators will follow the Idaho Special Education Manual (as currently defined in Chapter 12, and titled —Student Discipline) to address these issues.
- By way of collaboration, and not in isolation, staff will consider whether or not the student’s disability contributed to the behavior
- Summit Public Charter School will contract with private providers for the provision of related services. All providers will meet the applicable licensure and certification requirements appropriate for the services they are providing. Examples of providers are as follows: physical therapist, speech language therapist, and an occupational therapist. Services may be provided by a paraprofessional under the direct supervision of a licensed therapist. In the event that the IEP team determines that the student’s academic needs cannot be met on site, Summit Public Charter School will determine the least restrictive environment complying with PL 94-142.
- To ensure the provision of a free and appropriate public education to all school-age children in need of Special Education Services, Summit Public Charter School provides a Special Education Program in accordance with federal and state regulations and guidelines. Specifically, Summit Public Charter School adopts and complies with the current Idaho

Special Education manual from the State Department of Education. This manual reflects IDEA guidelines and Special Education best practices. The Principal or the Director of Special Education at Summit Public Charter School will be the Section 504 Rehabilitation Act Compliance Officer.

The 1997 Amendments to the Individuals with Disabilities Education Act (IDEA) mandate that every school district in the country develop a system to identify children with disabilities who live in the district from birth age through age 21.

The rules adopted by the Idaho Department of Education direct that in addition to a three-year intensive search, school districts must conduct an annual in-service effort to identify and provide services to children with disabilities. Each year Summit Public Charter School will make a concerted effort to identify children with disabilities. In-service training will provide a review of most current and up-to-date special education requirements, regulations and obligations so that Summit Public Charter School is alert to the needs of the children for whom it is responsible. The assistance of all staff members and agency personnel in this process is essential to accomplish this task, and they must work to ensure that this goal and responsibility are achieved.

Summit Public Charter School asks for information about each child that is identified to establish answers to such questions as:

- What is the problem?
- What has already been done about the problem?
- What background information is available?

This information may be collected in several ways including interview, observations, screening, and testing. This information may be obtained from parents and the student, or from other agencies that have information about the student. This information will be used to decide whether the child has a disability and if he or she needs special services. All information collected will be held in strict confidence and released to others only with parental permission or as allowed by law. Parents may have a copy of any records kept upon request.

Summit Public Charter School keeps a record of all persons who review confidential records with the exception of other educational agency personnel and also maintains a list of employees who may have access to records. When the information collected, maintained, or used is no longer needed to provide educational services to the child, the parents will be informed. Parents and students have rights in this process. Parents have the right to:

- Review and copy their child's records
- Refuse permission to release information (except as required by, or permitted by, law to be released)
- Request that information they believe to be inaccurate, misleading, or in violation of their child's privacy or other rights be changed. The school has a process to resolve disagreements about information collected as explained in the Idaho Special Education Manual from the State Department of Education.

Summit Public Charter School appoints one person to make sure that information archived on the students is kept confidential and also has a system that assures a practical method of identifying which children are currently receiving special education services and which children are not. Certain data regarding children are maintained within this system.

If a student at Summit Public Charter School is found to be eligible for special education services at the charter school, services may be provided for that student in one or more of the following ways as provided by the IEP team and the ID State Special Education Manual:

- Related services, (including but not limited to speech/language therapy, behavioral therapy, occupational therapy, ~~or~~ transportation, physical therapy) refer to those services necessary for a student to benefit from their special education. When necessary, Summit Public Charter School will contract with a private provider for the provision of related services. Some related services may be provided by a paraprofessional under the direct supervision of a licensed therapist according to State allowances.
- In the event that the IEP team determines that the student's academic needs cannot be met on site, Summit Public Charter School may contract with a local school district to provide services.
- Upon registration Summit Public Charter School will provide written information regarding the Child Find that specifies that the school will identify and assist students who have been identified with special needs. Summit Public Charter School is committed to meeting the needs of children with disabilities. Few legislative mandates of the federal government have such far-reaching implications for local school districts.

LEAST RESTRICTIVE ENVIRONMENT

Summit Public Charter School will employ the following plan to ensure the LRE is provided for a student with an IEP:

- To the utmost degree which is deemed acceptable by the IEP, students with disabilities are educated with students who are not considered eligible for Special Education services
- Individualized classes, separate learning environments, or other removal of students with disabilities from the core instruction classroom occurs only when the character or intensity of the educational disability is such that education in the core instruction classroom cannot be achieved adequately with the use of supplementary aids and services
- To the utmost degree which is deemed acceptable, each child with a disability participates with students who are not considered eligible for Special Education services in nonacademic and extracurricular services and activities.

According to law, students must be educated in the same school he or she would attend if not disabled, unless the individualized education program (IEP) specifies an alternate plan. Placement must be based on the IEP. These requirements exhibit the partiality for educating students with disabilities in the regular classroom. Nevertheless, the IDEA also requires that a full "continuum of services" be available to meet the needs of students with disabilities who cannot be educated in the regular classroom for part or all of the school day.

The following are examples of criteria to use when continuum of services is determined:

- Whether the students can be educated satisfactorily in a regular classroom with supplementary aids and services;
- A comparison of the benefits provided in a regular class and the benefits provided in a special education class; and
- The potentially beneficial or harmful effects which a placement may have on the student with educational disabilities or the other students in the class.
- From these requirements, a sequential process will be implemented to assist in the placement process

5. DUAL ENROLLMENT I.C. 33-203(7) & 33-5205(3)(R)

Summit Public Charter School will allow enrolled students to be dually enrolled in other courses per Idaho state statute 33-203.

The Board of Directors of Summit Public Charter School will draft and ratify a policy for how to address and support students who wish to be dually enrolled in both Summit Public Charter School, and other options including but not limited to a traditional public school, home school, online courses, etc.

Per requirement of the Idaho State Department of Education, the Board of Directors has drafted and approved a policy and will make such available to stakeholders.

Please see Appendix M for the policy regarding dual enrollment.

6. LIMITED ENGLISH PROFICIENCY

Summit Public Charter School will abide the federal definition of Limited English Proficient (LEP) as defined in Title III and IX of the ESEA. Students who are eligible for the LEP program will participate in the Summit LEP program according to state and federal guidelines. State and federally mandated testing of LEP students will be administered. LEP services may be provided on-site or contracted out to a private provider.

The Guidance for Evaluating Limited English Proficient (LEP) Students to Establish Special Education Eligibility, provided by the Idaho Department of Education, will be used for identifying Special Education LEP students.

Summit Public Charter School will follow the Idaho LEP Program guide and administer the Idaho English Language Assessment (IELA) for student placement as well as monitoring student growth. The following guidelines will be used for the Home Language Survey in order to identify Primary Home Language Other Than English (PHLOTE) students.

Home Language Survey (HLS)

- Registration cards must include at least the question: What is the primary language spoken in the home?
- If a response is any language other than English, a survey must go home to the parents.
- If a district has Native American students, more questions should be included such as: Is the student's language influenced by the Tribal language through a parent, grandparent, relative or guardian? Does the student have a least on grandparent that is part of a federally recognized tribe?

If the survey comes back indicating that a student maybe Limited English Proficient (LEP), they must be tested with an English language proficiency test within 30 days of registration or within 2 weeks of entry into the school, if entry falls during the calendared school year

If the student tests less than proficient on the English language proficiency test, then a letter must go home to the parents indicating that their child was identified as needing specific English language services. The parent must be given the opportunity to waive the services, if desired. If the parent does not waive the Limited English Proficiency (LEP) services for their child, then the student must be placed in a program of high quality language instruction, based on scientifically based research (Section 3115 (c) (1)), and as determined by Summit Public Charter School.

Those children placed in a program can be counted for state and Federal funding. Once a student tests proficient on the English language proficiency test, they will be exited from the LEP program and monitored for 2 years. Students on monitoring status will be coded LEP on the ISAT and still counted for state and Federal funding purposes.

Those students whose parents waive the services may not be considered as LEP. This decision is driven by government funding and state level testing. Although, these students will be still considered learners of the English language, and will be given support according to their needs.

Once LEP students are identified, Summit Public Charter School will meet the linguistic, academic, and cultural needs of these learners in a number of ways. An LEP teacher will be identified and will meet the appropriate certification and endorsement requirements to serve students identified. The LEP teacher will teach English language acquisition and will work with Summit Public Charter School general education teachers to provide support in the general education classroom. Because Summit Public Charter School is effective in providing support and intervention for students with a variety of needs, the Summit Public Charter School LEP program will be designed to allow students to participate in the core curriculum *as much as possible*. The LEP teacher will identify additional curricula to support specific language acquisition needs after analyzing specific student assessment data. The LEP teacher will also identify and instruct teachers regarding modifications that will be made in the core classes.

Professional development will be given to administrators and teachers specific to meeting the needs of LEP students through two in-service trainings each year. Both trainings will focus on the specific needs of English Language Learners and one will be designed to increase collaboration among general education teachers and the Summit Public Charter School LEP teacher, Title I

teacher and Special Education teacher to create and adjust the model of providing instruction, intervention and support to students to allow them to meet their language acquisition goals and participate as fully as possible in the general education curriculum. In addition, in the spring or summer, prior to the Principal of the Home Language Survey and identification of LEP students, Summit Public Charter School will conduct training for staff members to ensure that information collected is accurate and students are identified appropriately. Prior to the ~~administration~~ ~~Principal~~ of the IELA, proctors will be trained to administer the assessments and instructed regarding the use of accommodations and modifications in order to make sure Summit Public Charter School assessments are administered appropriately.

7. STUDENTS WHO QUALIFY AS GIFTED AND TALENTED

Students who qualify as gifted or talented deserve to receive an education which both challenges their intellect and provides additional rigor and relevancy. In addition, a parent may recommend his/or her student. The process for determining Gifted and Talent status shall be as follows:

- A criterion will be determined by the Principal, the Special education teacher, and staff according to laws governing the identification of gifted and talented students
- Universal screeners for all students are given for a variety of reasons at the beginning of each year, students who scores exceed benchmarks will be identified for possible testing
- ISAT scores will be analyzed with a minimal score of Low Advanced according to grade
- Classroom performance will be reviewed
- Teacher references will be highly considered
- Students will take a series of tests which measure cognitive ability

Manner of Service:

The curriculum and program of Summit Public Charter School is advanced. Students who are identified as gifted and talented will experience, more naturally, a rigorous learning experience due to the natural rigorous nature of the program. Nevertheless, this experience will be complemented by such current programs of The Academy as the LEGOs program, The Robotics program, and Computer Club program. Further, Further, The Principal of Summit Public Charter School will ensure that several key business and university relationships exist, which will allow gifted and talented students to interact in those environments having to use higher level thinking and critical thinking approaches.

TAB 4

1. MEASURABLE STUDENT EDUCATIONAL STANDARDS *I.C. 33-5205 (3)(b)*

Statement of Understanding:

Statement of Understanding: Officials of Summit Public Charter School are wholly committed to compliance with the following measurable student education standards, and understand that failure to meet these standards may result in revocation of the charter pursuant to I.C. 33-5209(2)(b).

Educators, The Board of Directors, and parents of Summit Public Charter School will persistently endeavor for all students enrolled at the school to exceed the minimum passing requirements on all state-mandated testing and other testing that may be instituted or required in the future. Students who have been enrolled at the school for two (2) consecutive years will meet the following educational benchmarks:

MSES Statement #1:

Students at Summit Public Charter School will meet or exceed percentage benchmarks for Math, Reading, and Language for the ISAT, as driven by NCLB legislation, or equivalent legislation.

MSES Statement #2:

Students at Summit Public Charter School will meet or exceed school wide achievement benchmarks as driven by the curricula, formative assessment processes, and summative assessment processes utilized. (Quantitative summative data will be gathered three times per year, and quantitative formative data will be gathered as frequent as weekly, using multiple assessment measures. School wide benchmarks are set using state and national norms creating percentages and percentiles through the RtI process of Benchmark, Strategic, and Intensive indicators)

MSES Statement #3:

Students at Summit Public Charter School will perform a minimum of 3 percentage points higher than Pocatello/Chubbuck School District #25, on percentage benchmarks for Math, Reading, and Language for the ISAT, as driven by NCLB legislation, or equivalent.

2. STUDENT ASSESSMENT: THE METHODS BY WHICH STUDENT PROGRESS IN MEETING THE MEASURABLE STUDENT EDUCATIONAL STANDARDS IS TO BE DETERMINED: OUR RESEARCH-BASED APPROACHES *I.C. 33-5205(3)(C)*

“That which gets measured, gets done.” *Peter Drucker*

“Without data, you are just another person with an opinion.” *Andreas Schleicher*

Research demonstrates that student achievement increases when the school’s goals and objectives for students include expectations for high academic achievement and preparation for post-secondary education and careers. *Curriculum, instruction, assessment, scheduling and professional*

development are designed and continually reviewed and improved based on the use of available data. This approach of looking at data to determine trends and then adjust programs to generate better results is part of the school's continual improvement plan.

Further, students will participate in a variety of formative and summative assessments to comply with state and federal requirements and to collect information about student progress toward educational goals. Assessments will range from small-scale assessments used in the classroom by teachers to obtain day-to-day information about student progress, through medium-scale assessments used to evaluate program effectiveness. Teachers and staff will actively seek out research based assessment tools and strategies that will improve their ability to analyze student progress and teaching effectiveness.

The following is a summation of the assessment *tools* and sources used in Summit Public Charter School:

- TPRI: Texas Primary Reading Initiative
- IRI (Idaho Reading Indicator)
- AIMSweb: R-CBM, M-CBM, LSF, LNF, MAZE
- CORE Phonics Survey (for grades K-3)
- Classroom based assessments including, but not limited to: Program math concept tests, timed math computation tests, Shurley Method tests, Oral Phonogram Review, Written Phonogram Review, McCall-Crabbs, SRA
- ISAT (Idaho Standards Achievement Test)
- Observation of and reflection on instruction
- Observation of individual students
- Student white boards

Instructional practices as well as student achievement are reviewed regularly and evaluated for improvement. The AIMSWEB data management system allows staff to regularly review student growth driven by instruction. Teachers conduct classroom-based assessments, review them, and consistently conduct “in-stride” evaluation of themselves and their students learning as they teach.

The Student Measurable Educational Standards are the paramount performance benchmarks driving data collection and analysis. The Sections entitled, “Data-Driven Reflective Practice” and “Guidelines for Data Driven Reflective Practice” articulate the processes for developing and gathering data which help determine if the MSES are met. Data gathered from the above mentioned “assessment tools” will be used within the context of a Professional Learning Community to determine if the MSES are met by:

- Meeting every two weeks as a staff PLC and as vertical grade level PLCs
- Data is analyzed in these teams according to the research proven RtI approach of three times per year for students making determined benchmarks, monthly for students meeting or not meeting determined benchmarks, or weekly for students not meeting determined benchmarks
- Within the context of the PLC, staff ensure alignment of the curriculum as driven by the Common Core State Standards; staff evaluates all aspects of the curriculum with respects to systematic pacing, systematic instructional practices, and systematic common assessments at each grade level

April 5, 2012

Please refer to the section entitled “The Professional Learning Community as Utilized by Summit Public Charter School” for more details regarding the nature of and operations of Professional Learning Communities”

The Spalding model of instruction with the lead text, “*The Writing Road to Reading*,” has a sound and consistent review and improvement process including training, modeling, coaching, review, and improvement goals.

Summit Public Charter School promotes accelerated learning using rigorous curricula, the philosophy of teaching to high levels of learning, and direct instruction pedagogy, all with fidelity. This system of teaching and learning requires a specific assessment framework to provide tangible data and evidence for continuous review and improvement. This framework for assessing this instruction and learning system will be analyzed further, and the staff team will collaborate regarding the best strategies for assessing and measuring the effectiveness of our system, and for implementing strategies for improvement where necessary.

Please refer to Appendix I for “Focused, Relevant, and Ongoing Professional Development” for further details regarding the process of assessment we will use.

Collaboration: The Setting and Framework for Professional Development, Reflective Practice, and Data-Driven Decisions

To address the uniqueness of the program, Summit Public Charter School provides and requires an extensive amount of professional development for teachers to ensure that they are not only highly qualified in curriculum and instructional methods, but highly *effective* as well. All professional development days will include instructional and philosophy training or review. Additionally, all regularly scheduled staff meetings will contain staff development exercises.

All Summit Public Charter School teachers are sufficiently trained in the program regarding: the execution of curriculum through universal instructional techniques of a school, the benefits of the unified culture of a school, the importance of pacing, and the reliability of high expectations for every student. Workshops and in-service training will be scheduled as needed.

Professional Development focuses will include but not be limited to:

- Initial Programmatic Training Curriculum alignment and pacing
- Unified School Culture and Expectations
- The Spalding Method I and II: The Writing Road to Reading
- The Shurley Method or a similarly effective grammar/language curriculum
- Mathematics approach and processes
- Initial and ongoing training with collaboration with Professional Learning Communities approaches
- Making data-driven decisions
- Best practices and high yield instructional practices

The staff members of Summit Public Charter School do not work in professional isolation, but work together. The staff of Summit Public Charter School collaborates regarding student achievement, behavior, and character development.

The Professional Learning Community as Utilized by Summit Public Charter School

Richard DuFour teaches of the power and synergy that evolves when educators work, not only as individual classroom teachers, one-on-one with a class of students, but also as a team, or a community of educators. Thus, “The very essence of a learning community is a focus on and a commitment to the learning of each student” (Dufour, *Learning by Doing: A Handbook for Professional Learning Communities at Work*, 2006, p. 3). A student, who is supported by a team of educators collaborating consistently for his/her learning, achievement, and character growth, is far more likely to be successful in the myriad of ways this charter professes. While students are taught to the high, being exposed to concepts repeatedly, teachers have the responsibility to use their expertise of learning, and create relationships with each individual student, focusing on individual needs. One role of a charter school Principal is to assure each student has the educational resources, structure, and attention needed to demonstrate consistent acquisition of knowledge and skills. Therefore, the Principal can ensure these resources are effectively used when teachers share with each other curricular knowledge, strategies, and insight gleaned from multiple forms of student observation, formative, and summative data. Summit Public Charter School staff members embrace and execute the appropriate steps towards common practice as related by Little (1981):

“Collegiality is the presence of four specific behaviors, as follows: Adults in schools talk about practice. These conversations about teaching and learning are frequent, continuous, concrete, and precise. Adults in school observe each other engaged in the practice of teaching and the Principal. These observations become the practice to reflect on and talk about. Adults engage together in work on curriculum, by planning designing, researching and evaluating curriculum. Finally, adults in schools teach each other what they know about teaching, learning, and leading. Craft knowledge is revealed, articulated, and shared.”

As the staff of Summit Public Charter School engages in the behaviors and practice stated above, and as led by the Principal, they will experience enriching activities and conversations which will scaffold and strengthen their abilities to teach students to the high, provide multiple learning opportunities, and to analyze multiple forms of formative and summative data.

Data-Driven Reflective Practice through collaboration at Summit Public Charter School will consist of, but not be limited to the following:

- The teaching staff, guided by the Principal, is itself a collaboration team; thus, The faculty meets in staff meetings to collaborate about the effectiveness of methodology, teaching practices, and the needs of students based on formative and summative assessment
- The Principal provides coaching and feedback to each teacher regarding practices, management, and instructional strategies, instructional practices, student needs and situations, and implementing the program with fidelity
- Teachers meet in grade level teams in context, and pertinent to grade level focuses in vertical curriculum, detailed by the following examples: K-2, 1-3, 2-4, 3-5, 4-6, 5-7, 6-8
- As teams, teachers and the Principal follow the “guiding questions” and follow the “systematic process” as detailed below; they do so continually
- Teachers and the Principal have informal conversations regarding a student, and his or her academic progress, or behavior and how it is adversely affecting the students’ learning; in such conversations, the teacher and Principal design an approach to best remedy the academic struggles or lack of behavioral performance

- Teachers converse with other teachers regarding students and their performance; these conversations become especially beneficial when one or more teachers in the dialogue previously taught said students in years past
- A data team is assembled, which administers school-wide screening probes, progress monitors students, and provides weekly, monthly, and tri-annual data addressing proficiency of students in multiple curricula; the various forms of information is then shared with teachers individually, in specific vertical teams, or as a staff
Teachers, Education Assistants, and the Principal work together to provide Harbor culture and character growth for students

Guidelines for *Data-Driven Reflective Practice* at Summit Public Charter School:

The Guiding Questions for our dialogue and decisions:

- What are students supposed to be learning? What knowledge and skills should every student acquire as a result of this lesson, unit, etc.? (Standards, curriculum, pacing)
- How do we know they are getting it? How will we know when each student has acquired the essential concepts, knowledge, skills, and ability to apply new concepts and skills? What are our indicators? What determines when we are satisfied constant learning is happening?(Classroom based assessments, observation, formative assessment, summative assessment, attentiveness to the components of the curriculum)
- What are we going to do if they do not get it? What determines when we either step in and intervene, or trust they will pick it up through repetition and mastery? (Re-teach with fidelity to direct instruction and to high levels of concept learning, teaching to high levels of learning, ~~the high~~, identify interventions or alternate strategies)

The Systematic Process which guides our decisions and actions:

- Gather evidence of current levels of student learning
- Develop strategies and ideas to build on strengths and weaknesses in both instruction and student learning
- As a team, implement, monitor, and evaluate implementation and actions taken
- Analyze the impact of those steps and strategies on student achievement and instructional practice, determining whether they were effective and why, or not effective and why
- Apply in practice the new knowledge, strategies, etc., learned from this
- Measure the impact of implementation on student learning and achievement through multiple forms of assessment

3. STANDARDIZED TESTS *I.C. 33-5205(3)(D)*

Students of Summit Public Charter School participate in all required assessments required by the Idaho State Board of Education, and as supervised by the Idaho State Department of Education. Currently, the tests which Summit Public Charter School will conduct as mandated by the above entities are:

- *The Idaho Reading Indicator (IRI):* Given to students grades K-3 and serves as an assessment of early reading skills; this test is administered in the fall and the spring; Summit Public Charter School will additionally administer the IRI in the Winter as this midpoint of the school year is a valuable time to measure reading change and growth

- *The Idaho Standards Achievement Test (ISAT)*: Given in the spring to students 3-8th grades to determine proficiency in core Mathematics, Reading, Language, and Science skills and concepts; spring results from this test series determines Annual Yearly Progress (AYP) status for Summit Public Charter School as required by No Child Left Behind legislation
- Special Needs students who meet the criteria for “alternative assessment” according to the Idaho Special Education Manual will take the IAA in the spring through special education.
- If selected, grades 4 and 8 will participate in the National Assessment of Education Progress (NAEP) to assess reading, mathematics, science, and writing.

Summit Public Charter School will conduct an annual evaluation of empirical assessment results. As part of the annual independent fiscal audit, this assessment evaluation will be reported annually to the authorizer of Summit Public Charter School, and will contain but will not be limited to, the following components:

- Student baseline developed during the first year using testing results;
- A comparison of annual results with baseline scores to assess progress
- Grade-level and school composite scores
- A graph of annual results showing year-to-year change
- An examination of a variety of variables and indicators through formative assessment and summative assessment to identify areas for improvement

As part of the strategic planning and focus of the Board of Directors, the above listed data will be presented to the Board of Directors of Summit Public Charter School and the school’s authorizing entity, on an annual basis.

4. ACCREDITATION *I.C. 33-5205(3)(E) & IDAP 08.02.02.140*

Accreditation refers to the approval granted to an institution of learning by an official review board after the institution has met specific requirements. Accreditation is another means of assuring the public that the school can be trusted to provide a high-quality education. Summit Public Charter School commits to obtaining accreditation in accordance with IDADPA 08.02.02.140

5. MIDDLE LEVEL CREDIT AND ADVANCEMENT REQUIREMENTS

The Board of Directors and the Principal will collaborate to establish and execute a middle level program which accomplishes the following:

- Implementation of a credit system no later than 7th grade
- Requirement that students attain a minimum of 80 percent of credits or complete an alternate route in order to move on to the next grade
- Students will not be allowed to lose a full year of credit in one academic area.
- Attendance as a required factor in the credit process

Further, the Middle Level credit focus at Summit Public Charter School will create a program blending the following key elements:

- Student Accountability
- Challenging Middle Level Curriculum

- Academic Analysis and Intervention
- Shared Leadership
- Provision for Tools and Processes for Transition to High School

Summit Public Charter School will work collaboratively with the “Middle Level Task Force” of the Idaho State Department of Education in an ongoing mentoring experience from this SDE team.

6. SCHOOL IMPROVEMENT PLANNING

Research demonstrates that student achievement increases when the school’s goals and objectives for students include expectations for high academic achievement and preparation for post-secondary education and careers. Curriculum, instruction, assessment, scheduling and professional development are designed and continually reviewed and improved based on available data. This approach of looking at data to determine trends and then adjust programs to generate better results is part of the school’s continual improvement plan. In the event Summit Public Charter School is identified as a school “In Improvement,” the Principal will lead a team to work with the Idaho State Department of Education, specifically the “Division of Student Achievement and School Improvement.” Further, the Principal will ensure the school follows all procedures, projects, and plans set forth by the SDE for identifying needs, developing a School Improvement Plan, and for putting in place an effective process for implementing and monitoring the SIP plan and its success.

What is an LEA and school identified as “In Need of Improvement?”

According to the *No Child Left Behind (NCLB) Act of 2001*, a major legislative reform of the *Elementary and Secondary Education Act (ESEA)*, a school is in need of improvement if it does not make adequate yearly progress (AYP) for two consecutive years, thus being identified as needing improvement. According to NCLB, every state must set the goals that each district/school must meet.

The succession of years and responsibilities in each year are as follows:

Year 1: Summit Public Charter School does not meet AYP

Year 2: Summit Public Charter School does not meet AYP / School Improvement Year 1 (choice)

Year 3: Summit Public Charter School does not meet AYP / School Improvement Year 2 (supplemental ed. services)

Year 4: Summit Public Charter School does not meet AYP / Corrective Action

Year 5: Summit Public Charter School does not meet AYP / Restructure (planning year)

Year 6: Summit Public Charter School does not meet AYP / Restructure (implement plan)

Planning for school improvement for Summit Public Charter School is built on at least four objectives and themes of NCLB:

- Accountability for results
- An emphasis on doing what works based on empirical scientific research
- Expanded parental options for school choice
- Expanded local control and flexibility

The Principal and the Board of Directors of Summit Public Charter School will remain abreast of policy changes and advancements with No Child Left Behind. When a workshop or training occurs, the Principal will designate an agent of the school to attend these meetings. The relationship with this SDE division will maximize communication regarding AYP and NCLB if the school is a “school in improvement.”

Agents of Summit Public Charter School understand how a school enters and exits “improvement status.” We understand that AYP requires 95% participation of all students tested in all areas. Further, we understand that one determining factor for entering “needs improvement” status is based upon sub-groups of students which need to meet the established benchmarks, identified in Table 1 on p. 38 of this charter.

These subgroups which must meet the benchmarks in Table 1 include but are not limited to the following:

- Limited English Proficient Students
- Economically Disadvantaged
- African American
- Asian
- American Indian /Alaska Native
- Hispanic
- Native Hawaiian /Pacific Islander
- White
- Overall Student Population
- Students with Disabilities

As far as agents of Summit Public Charter School are aware, there are a possible total of 41 target groups which must meet AYP. If the total school population, or any one of the other sub-groups, does not meet the benchmark shown in Table 1, the entire school is identified as not meeting adequate yearly progress. This shortfall begins the process of the school entering into needs improvement status after *the second year of shortfall with standardized tests*. Thus, a school that does not make AYP for two years, consequently, is identified as in need of improvement. ~~for “improvement.”~~ We understand that Summit Public Charter School must have a sub-group of at least 34 students in order to calculate student data. Schools with larger populations such as high schools, middle schools, and larger elementary schools have a larger chance of not meeting AYP because of the larger sub-groups.

We understand student subgroups who fall below the proficiency level can meet AYP through what is called “Safe Harbor” status. This requires that 10% of the students in the subgroup move from “Basic” status on the ISAT, to “proficient” on the ISAT.

Further, we understand additional consequences of entering into school improvement status are:

- Parents of Summit Public Charter School are given “school choice” within the LEA/district if it is available

- Summit Public Charter School must pay for transportation of students to the school of choice
- Lowest achieving students from low-income families are given first preference
- For Title I schools, Supplemental Education Services (SES) from an approved list of providers are offered to all eligible students if the school does not make AYP for three years in a row (*SES providers are exempt from certain ESEA requirements to which the public schools must adhere*). For non-Title I schools, SES will be available at the school
- If Summit Public Charter School does not meet AYP for 5 consecutive years are in corrective action

TABLE 1: Benchmarks for achievement on the ISAT determining “Adequate Yearly Progress”

READING	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Proficiency Goals	85.6%	90.4%	90.4%	95.2%	100%
MATH	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Proficiency Goals	83.0%	88.7%	88.7%	94.3%	100%
LANGUAGE	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Proficiency Goals	75.1%	83.4%	83.4%	91.7%	100%

Year 1: Our school does not meet AYP

Year 2: Our school not meet AYP / School Improvement Year 1 (choice)

Year 3: Our school not meet AYP / School Improvement Year 2 (supplemental ed. services)

Year 4: Our school not meet AYP / Corrective Action

Year 5: Our school not meet AYP / Restructure (planning year)

Year 6: Our school not meet AYP / Restructure (implement plan)

Officials of Summit Public Charter School understand these benchmarks are subject to change upon state request and federal approval. Thus, school officials are prepared to adjust school level benchmarks and goals to be in alignment with federal requirements.

The following is a detailed plan regarding Summit Public Charter School, in the event it is identified as “in need of improvement.” This plan addresses School Improvement Years 1, 2, 3, 4 and 5, as well as its responsibilities for LEA Improvement status Years 1 and beyond.

The LEA/school goals for improvement planning and execution will be driven by AYP.

Year 2: School Improvement Year 1

Summit Public Charter School-must identify for school improvement any school that fails to make AYP for 2 consecutive years. Identification must take place before the beginning of the school year following the failure to make AYP:

- Within 3 months, Summit Public Charter School will develop a school plan, in consultation with parents, school staff, district, and external school improvement facilitators /experts. This plan will be referred to as the School Improvement Plan (SIP)
- The Principal will organize a School Improvement Team consisting of: a member of the Board of Directors, the Principal, a minimum of two teachers, a minimum of two para-professionals, a minimum of 2 parents.
- Provide parents the option to transfer to another public school not in school improvement.
- use of accommodations, modifications, and alternate assessments for students with disabilities;

Year 3: School Improvement Year 2

If Summit Public Charter School fails to make AYP for 3 consecutive years, by the end of the first full year after identification the LEA/charter school must:

- Continue implementing and evaluating the elements of the School Improvement Plan (SIP), making adjustments based on shortfall of meeting goals the previous year
- Continue to provide technical assistance
- Continue to make public school choice available
- Make supplemental educational services available
- ~~Year 4: Corrective Action~~

Year 4: Corrective Action

If Summit Public Charter School fails to meet AYP for 4 consecutive years, by the end of the second full school year after identification, it must:

- Continue to make public school choice available;
- Continue to make supplemental services available;
- Continue technical assistance;
- Identify the school for corrective action; and
- Take at least one of the following actions:
 - Replace school staff relevant to the failure;
 - Institute and implement a new curriculum
 - Significantly decrease management authority in the school;

- Appoint outside experts to advise the school;
- Extend school year or school day; or
- Restructure internal organization of the school.

Year 5: Restructure (planning year)

If Summit Public Charter School fails to make AYP for 5 consecutive years, after one full year of corrective action, ~~it the LEA/charter school must—~~

- continue to make public school choice available;
- continue to make supplemental services available; and
- prepare a plan to restructure the school.

Year 6: Restructure (Implementation of the Restructuring Plan)

By the beginning of the next school year, Summit Public Charter School ~~the charter LEA~~ must implement one of the following alternative governance arrangements consistent with Idaho State law:

- Re-open school as a public charter school (Invalid option for Summit Public Charter School)
- Replace all or most of school staff, including the Principal;
- Enter into a contract with an entity, such as a private management company, with a demonstrated record of effectiveness to operate the school;
- Have the Idaho State Department of Education assume governance of the school
- Have the Local School district assume control of the school if Summit Public Charter School is authorized by the local school district (Invalid option if Summit Public Charter School is authorized by the Idaho PCSC)
- Impose another major restructuring of the school’s governance arrangement.

If Summit Public Charter School is a charter LEA, the budget will be altered to include a percentage provision to purchase professional development for staff. The percentage of said provision will be determined by current legislation. The professional development will be determined by needs as the School Improvement Plan dictates what training is needed to achieve which goals of the SIP. Further, a percentage provision of the budget will be set aside for providing supplementary education services. The percentage of said provision will be determined current by legislation. The general education budget, the special education reimbursements, and the Title I funds, if they exist, will be taken into consideration as sources for such mandated set asides.

These set asides will be made in any subsequent year the school is identified as “in improvement.”

If Summit Public Charter School enters a restructuring phase, finances will be set aside to offset changes including but not limited to:

- Replacing teaching staff

- Adding additional para-professional staff
- Training of existing and new staff to become “highly qualified” if the requirements are altered from current status (Summit Public Charter School will not be hiring teachers who do not demonstrate “highly qualified” status with their credentials when the interviewing begins)
- Implementing new curriculum

Founders are aware of the inherent conflict of interest which exists in the event of restructuring options alternative governance. In essence, a charter school administrator is also the superintendent of the school, and thus cannot solely lead a restructuring effort if part of the restructuring includes replacing district the Principal. Therefore, the following actions will be taken to remedy the conflict of interest:

- Using viable data, the Superintendent/Principal will first determine what changes need to be made regarding the teaching staff, with the curriculum, and with the process of monitoring/evaluating student achievement, and regarding the use of funds redistributed and structured
- The Principal will develop (3) proposed restructuring plans and present the plans to the Board of Directors
- The Board of Directors, in an effort to avoid conflict of interest, will partner with an outside entity to provide arbitration and third party perspective and coaching; the first entity to be sought will be the Idaho Charter School Network; the third party entity will provide additional and separate feedback and counseling on charter school restructuring to the Board of Directors based on reviewing the charter, reviewing student achievement data, and performance data
- The Board of Directors will, using the proposed options of the Principal and the third party, choose a viable restructuring plan
- If the Board of Directors determines that restructuring processes requires removal of the Principal, the Board of Directors will solely decide the outcome of the Principal
- The school board, with the counsel of the third party, examine the options proposed by the Principal, to accept such, or go with a different option all together

TAB 5

1. GOVERNANCE STRUCTURE *I.C. 33-5205(3)(F)*

SUMMIT PUBLIC CHARTER SCHOOL, INC.

Summit Public Charter School is a non-profit organization organized and managed under the *Idaho Nonprofit Corporation Act*. The founding board of Summit Public Charter School has submitted the application for is in the process of applying for qualification under Section 501 (c) (3) of the Internal Revenue Code and will provide documentation of approval when this is granted. Please see Appendix A. for Articles of Incorporation and Appendix B for Bylaws. The Board of Directors will be the public officials who govern the charter school. In addition, the Board of Directors shall be responsible and ensure that the school is in compliance with all applicable federal and state education standards, all applicable federal and state laws, rules, regulations and policies, as well as the terms and conditions of the charter.

Short term and long term success of Summit Public Charter School ultimately rests on the shoulders of a strong, strategically focused Board of Directors. Summit's board will be focused first and foremost on the following:

- Ensuring the school is fiscally sound and transparent
- Ensuring all fiscal , SDE, and authorizer reporting is timely, accurate, and consistent
- Developing and establishing policies which provide optimum learning opportunities for all students enrolled in the school
- Engaging in strategic directional planning which yields the highest rate of success for students' character growth, learning, achievement, success, and strong work ethic
- Establishing a reputation backed by action of being transparent and student focused

The founding Board of Directors of Summit Public Charter School is made up of Idaho citizens committed to operating a safe, performance-based charter school in the Pocatello area. The governing body of Summit Public Charter School officiates for the nonprofit corporation, and is The Board of Directors for the school. The number of seats on the Board of Directors when the school opens will be 6 ~~5~~6. Members of the current founding Board of Directors consists of individuals who are a cross representation of professions and experiences, several of whom desire to have children enrolled in Summit Public Charter School, upon authorization. Board Directors are not employees of the charter school. The Board of Directors meets regularly to oversee the strategic direction, operation, and activities of the school. The Board of Directors defines, composes, and revises (as needed) the policies of Summit Public Charter School and ensures compliance with its charter agreement and applicable laws and regulations. The Board of Directors will be subject to the provisions of the Idaho Open Meetings Act and the Idaho Public Records Act (I.C. 33-5205(3)(f)). The Board of Directors meetings will follow the open meeting laws, keep accurate minutes, and make the minutes available to the public, according to the Bylaws of the charter school. Any board member who works directly with students will be subject to background

checks and will receive training for the school program. The Summit Public Charter School Board of Directors will comply with Idaho Code 33-5204(2).

The Board of Directors of Summit Public Charter School will purchase errors and omissions insurance for the protection of the school. It is anticipated that some of The Board of Directors will be community members, other than parents, in order to further increase the level of the school's accountability to the public, especially with regards to high levels of success and results in the school's culture and program. Summit Public Charter School, Inc. will be a legally and operationally independent entity established by the nonprofit corporation's Board of Directors. The Board of Directors will be legally accountable for the operation of the charter school. Summit Public Charter School acknowledges that upon approval of the petition, the school's Board of Directors will be public agents required by its authorizer to oversee the school. Summit Public Charter School commits to comply with all federal and state laws and rules and acknowledges its responsibility for identifying essential laws and regulations, and complying with them.

The Board of Directors will have the responsibility to approve the selection of the Principal, who is not permitted to occupy a seat on such board. The Board of Directors also will be responsible for understanding the process of hiring, and requirements of potential employees. Further the Board will take an active role in learning of the hiring choices made by the Principal, and inquire as to how the hiring choices made best meet the needs of the students. As a measure of support for the school, the Board of Directors will have the opportunity to meet the employees hired, both certified and classified, in the next regular board meeting after the hire. The Principal will lead the hiring process and will make decisions regarding filling open positions.

The Board of Directors will, when necessary, adjudicate disagreements between parents and the Principal. Summit Public Charter School commits to keeping complete and accurate Board of Directors meeting minutes and to making them available to the public via the school website, as well as by hard copy in the office.

THE GOVERNANCE STANDARDS OF THE BOARD OF DIRECTORS:

1. The Board of Directors will represent the needs and interests of **ALL** the children of Summit Public Charter School; the mission, vision, and philosophy statements are the priorities upon which **all** strategic decisions are made by The Board of Directors;
2. The Board of Directors will represent the needs and interests of **ALL** the stakeholders of Summit Public Charter School and will provide competent stewardship of and fiscal management of public tax funds;
3. The Board of Directors values the right of public citizens to be informed about Board decisions and school operations;
4. The Principal is the Chief Executive Officer of Summit Public Charter School. He/she is to advise The Board of Directors, provide recommendations, and propose options on matters pending before The Board of Directors. The Principal shall be present at all meetings;
5. The Board of Directors will establish the vision, adopt and revise policy, and assume accountability. The Principal will administer Board policy and strategically manage the school. In doing so, The Board of Directors will demonstrate its understanding of its role and responsibilities;

6. The Board of Directors, with advisement from the Principal, will set clear goals for Summit Public Charter School;
7. The Board of Directors Chair or designee is The Board of Directors spokesperson;
8. The Board of Directors Chair and Principal jointly set meeting agendas;
9. Full participation is expected for all The Board of Directors at meetings. Less than full participation of The Board of Directors impacts the ability of The Board of Directors to function effectively and efficiently;
10. The Board of Directors will execute due diligence, be informed, be on time, present a professional appearance, attend all regularly scheduled sessions and committee meetings, give notice if members have a need to be absent, and participate in all local and State Board training opportunities;
12. The Board of Directors understands that there are many other time commitments beyond the regular work session and meeting schedules. Thus, the Board of Directors agrees that all are responsible to commit to additional obligations but do so by sharing these responsibilities;
13. The Board of Directors will keep abreast of educational trends, research and best practices through individual study, and participate in programs which provide educational information;
14. The Board of Directors understands that individual members do not have authority. Only The Board of Directors as a whole has authority, and only in a publicly noticed, convened meeting. We agree that individual The Board of Directors cannot take unilateral action;
15. The Board of Directors will conduct its business in accordance with the Open Meeting Law. It is preferred that The Board of Directors be physically present at meetings so as to be highly visible to the public and present for general and crucial conversation;
16. The Board of Directors recognizes that decisions are made by a majority vote. Once a decision is made, all The Board of Directors will support that decision;
17. The Board of Directors will conduct a yearly self-evaluation and promptly address individual problems which limit teamwork and creates conflict with the Operating Standards;
18. The Board of Directors will respect the staff, support the employment of those best qualified, and expect that all staff are evaluated fairly, effectively, and regularly by the Principal;
19. The Board of Directors will lead by example. We agree to avoid words and actions that impact people negatively and personally. Prior to making decisions, we expect to debate and have a full discussion of differing points of view in a safe, open, honest, and respectful environment;
20. Communication between staff and The Board of Directors is encouraged. However, requests made of individual members of the Board of Directors or of The Board of Directors as a quorum that require extensive study or may have political implications are to be directed to the Principal;
21. All staff and student personnel complaints and criticisms received by The Board of Directors, as a whole or the individual members, will be directed to the Principal;
22. The Board of Directors will follow the chain of command referring others to present their issues, problems, or proposals to the person who can properly and expeditiously address the issues;
23. The Board of Directors will refrain from communications which create conditions of bias should a problem or complaint become the subject matter of a hearing before The Board of Directors;
24. The Board of Directors will consider available facts, research, best practices, cost implications, input from the Principal, staff and the public, and individual judgment in its decision making process;

25. Prior to making a decision that The Board of Directors identifies as having major impact on students, staff and/or patrons, The Board of Directors will use a public hearing process to gather input;
26. The Board of Directors is to refrain from using a Board position for personal or family gain or prestige. We agree that any Board member having any conflict of interest with an agenda item must declare that conflict prior to Board action;
27. When members of The Board of Directors are assigned to serve on various school committees, their role shall be defined by The Board of Directors as a whole, as either a silent observer or an active participant;
28. Surprises to The Board of Directors or the Superintendent will be the exception, not the rule. We agree to ask the Chairperson of The Board of Directors or the Principal to place an item on a future agenda rather than bringing an item up unexpectedly at a meeting. Any member of The Board of Directors having personal criticism of district operations is to present that criticism to the Principal at a time other than a Board meeting;
29. To be efficient and effective as a Board of Trustees, long Board meetings will be avoided. If a Board member needs more information, either the Principal or Board Chair is to be contacted before the meeting. Public comment will be encouraged as a component of Board meetings under public comment. Appropriate protocol for public comment will be consistently practiced;
30. The Board of Directors will debate or speak only to the issues noticed on the agenda. Facts and information needed from the Principal will be referred to the Principal;
31. Executive sessions will be held only when specific needs arise. The Board of Directors must adhere to confidentiality in regard to executive sessions realizing the legal ramifications of outside communication from these sessions;
32. Work sessions will be scheduled for in-depth discussion on one or more topics.
33. The Board of Directors will affirm these Operating Standards during its annual meeting.

THE BOARD OF DIRECTORS AND THE PRINCIPAL

The Principal of Summit Public Charter School is the agent charged with executing the strategic plans of The Board of Directors for the proper education of all the students. The Board of Directors assures that the Principal executes, analyzes, and improves upon the success of the curriculum, student assessment, culture, and character focus within ~~of~~ the school's program. The Board of Directors holds the Principal accountable for accomplishing his/her duties with focus, consistency, and strategy. The Board of Directors of Summit Public Charter School is the final policy makers of the school. Unless otherwise determined by the Board of Directors, the Principal makes decisions regarding the hiring and termination of staff. Further, the Principal develops and carries out all staff evaluations, both formal and informal. Such evaluations are independent of oversight by any Board member or quorum of board members. The evaluation tools and processes for evaluation may be shared with and explicated to them upon request and inquiry.

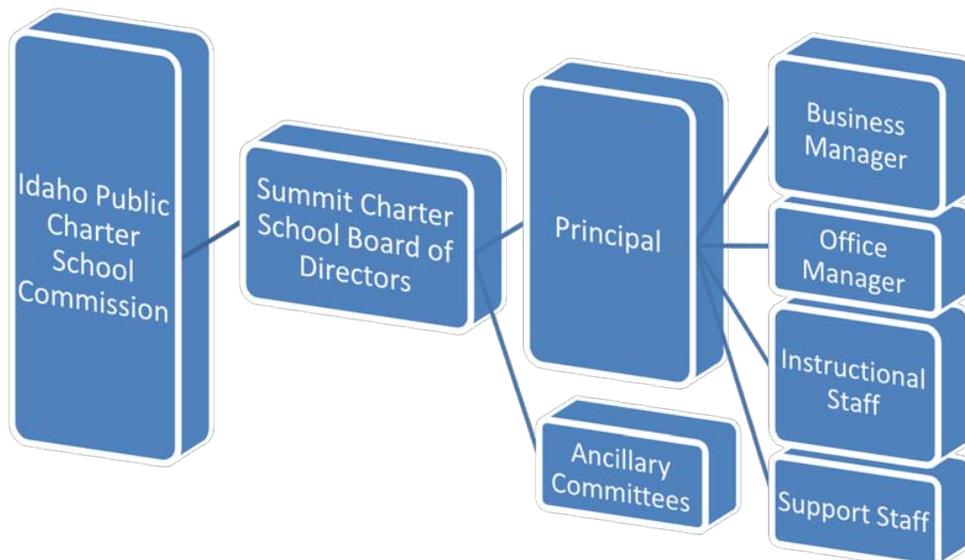
The Board of Directors gives the Principal charge for oversight of successful practices and improvement upon performance of staff members. It is the expertise and experience of the Principal to do such. The Principal reports at intervals determined by The Board of Directors on the performance of the staff.

The Principal is responsible for communicating with the Board of Directors about coordination with the school's authorizer, the effectiveness of staff communication, the purpose and frequency of different meetings which take place in the school, relationships with different individuals and entities in the community, specific parent interactions, staff performance, student performance, and student achievement data in various forms.

The following is a summation of the Principal's chief duties as these duties relate to the safety, culture, climate, and performance of the school:

- Maintains a consistent presence in the school during the instructional day and is not off campus; the Principal is most effective, supportive, and impactful when he or she is consistently present
- Spends time with teachers and students in classrooms and other staff consistently through the school day and saves office work and paper work for non-instructional times
- Establish and sustain a synchronized, vertically aligned, and challenging curriculum which effectively uses the school's aggressive learning and character goals, and effectively fulfills the mission of the school.
- Supervise administrative staff with an effective blend of leadership styles, procedures for ensuring accountability, and analysis of results.
- Implement and execute proactive and consistent student disciplinary steps
- Oversee discipline hearings and appeals that are driven by all applicable laws, policies, and procedures
- Ensure managerial/organizational procedures are developed, followed, and evaluated
- Ensure managerial/organizational functions are effectively executed, followed, and evaluated
- Ensure all policies and school procedures are executed
- Be the leader of continuous strategic planning which is constant and communicated
- Interact and intercede for the needs of staff and/or students as needed.
- Attend or conduct meetings of various constituent groups, attend school functions, attend external meetings, conferences, or legal training sessions or delegate attendance at those meetings so that the school is benefited from the training/information
- Insure all teachers understand student data and how to apply such data to instructional adjustments/interventions, when appropriate.
- Develops and follows methodology for providing supportive and constructive feedback to staff and students regarding their performance and success
- Determines needs for professional development through a variety of means including observation, staff input and collaboration, and driven by various forms of data
- Develop and follow a financial budget which is fiscally conservative, meets all governmental requirements and has consistent expenditures based on what is optimum for student learning.
- Execute other duties and assignments given by the Board of Directors.

The following chart illustrates the organizational structure, including the oversight of an authorizer, of Summit Public Charter School:



GOVERNANCE TRAINING FOR THE BOARD OF DIRECTORS

Upon authorization of Summit Public Charter School, the Board will enter a 12 month contract with the Idaho School Boards Association for governance training. The contract will provide one year of initial training, helping the founders’ group of the board transition into the quorum which governs an operational school. After this year expires, the Board will determine what the most strategic areas of training needed are at the time, based on the expertise and experience of the members of the Board.

The overarching focus of training from the agents of the school will involve sound and comprehensive understanding of the school program. In order to govern the school in a way which provides an innovative and choice learning experience for students, Board members must make knowing and supporting the school program their constant endeavor. The Principal and staff will lead this training initiative. Further, programmatic training will encompass a portion of each regular Board meeting.

Please see Appendix R for the “Letter of Intent” from Liz Kilpack, board trainer for the Idaho School Boards Association.

ANCILLARY COMMITTEES

As ruled by the corporate bylaws, ancillary committees will be created. These groups will consist of such groups as, but not limited to: Parent Teacher Organization, a fundraising committee for raising additional funds to support operational costs, a public relations committee, and others.

Such committees will work in consultation with the Principal and The Board of Directors to create and monitor strategic and results-driven actions for the school.

2. PARENT INVOLVEMENT

Parents of students at Summit Public Charter School are vital to the ongoing education of their children. One of the key characteristics of the school which parents will be able to recognize, is the strong multi-leveled emphasis on parent support. Agents of Summit Charter value and appreciate the perspective each parent has regarding his/her child. This is perspective that only a parent can have, and thus, the school encourages and provides opportunities for communication and teamwork on behalf of students. In a variety of circumstances, parents work as team members with staff to monitor and adjust as needed efforts made with students. Such opportunities include conferences, classroom observations, and more.

High levels of parental support are critical to the successful implementation of the Summit program. Each month, every family is encouraged to provide a numbers of hours (to be determined) of volunteer time for the school. This volunteer time can constitute various types of different support activities such as assisting with grading, lesson preparation, in-class aid, guest lectures, facilitating parent communication, lunch or recess supervision, or general office assistance.

Parents of students at Summit Public Charter School are considered their child's first teachers. Therefore, staff members seek proactive ways to involve parents in issues such as discipline, homework, academic progress, and opportunities for character development. Parents as stakeholders in Summit Public Charter School will be encouraged to be involved by:

- Attending an "orientation" session at the beginning of each school year (attendance at this session becomes the parent's first experience each new school year with expectations)
- Providing welcomed service at the school, with first emphasis being placed on classroom support and preparation for teachers
- Attending each of the two conferences with the respective teacher; by being to attend these conferences, parents and teachers create another line of communication. Further, teachers are able to share with parents their specific expectations for behavior and academics, and how those can be uniquely supported in the home
- Attend classes to be provided which will strengthen their understanding of different culture and curricular focuses and goals
- Contributing in proactive ways by speaking with their child over the phone during the day in the event a discipline situation warrants such a conversation
- Providing their student(s) with a setting where learning may continue at home, and encouraging students to complete work with a good attitude and sincere effort

- Attending field trips as chaperones and supervisors modeling appropriate behaviors, manners, and being good ambassadors in the community
- Visiting classrooms as invited speakers representing businesses, volunteer organizations, the military, and other area of the community
- Observing instruction, culture, and practices in the classrooms to enable them to speak to and model such with their children in their homes
- Communicating with teachers and the Principal through email, phone conversations, and scheduled appointments to collaborate on successful strategies for students

Stakeholders of Summit Public Charter School will be encouraged by The Board of Directors to organize a standing committee known as the Parent Teacher Organization (PTO) to coordinate classroom and school volunteers, fundraising activities, and further support at Summit Public Charter School.

3. ANNUAL PROGRAMMATIC AND FINANCIAL AUDITS *I.C. 33-5205(3)(k)*

ANNUAL PROGRAMMATIC OPERATIONS AUDIT *I.C. 33-5205(3) (k)*

Summit Public Charter School will have an Annual Programmatic Operations Audit provided by an entity determined by the Board of Directors. For a cost, the Idaho Charter Schools Network is available for such audits. For a greatly reduced price, an independent audit team can be assembled by employees and board members of other charter schools, as well as delegates of neighboring school districts.. Such an audit will provide Summit Public Charter School an opportunity for self-reflection and external, objective feedback. This process will:

- Assist the school with ensuring operational achievement and implementation of Summit Public Charter School's vision
- Assist Summit Public Charter School with continuous improvement and strategic planning
- Provide evidence to supply the school's authorizer with strengths and deficiencies, including compliance, or failure to comply with statute, administrative rule, and/or the terms of the charter. Summit Public Charter School is committed to comply with all Idaho statutes and all policies of the Idaho Public Charter School Commission with regard to programmatic operations audits.

PARTICIPATION IN THE PROGRAMMATIC OPERATIONS AUDIT

Other members of the programmatic operations audit team may include current and former members of The Board of Directors, founders, teachers, parents, students, representatives of the authorized charter entity, and other stakeholders. It is the intent of Summit Public Charter School to be gracious and teachable hosts to all audit team members. The days scheduled for the audit to be executed by the audit team members will be tightly organized, scheduled, and productive

4. ANNUAL INDEPENDENT FISCAL AUDIT *I.C. 33-5205(3)(k)*

Summit Public Charter School will contract with a third party entity to conduct a comprehensive audit of all financial statements of the school as required by Idaho Code Section 67-450B. Further,

the school will prepare an annual statement of financial condition and report of the school. This report will reflect all financials as of the end of the fiscal year. *Summit Public Charter School will follow a form and process dictated by the Office of the State Superintendent of Public Instruction, Idaho Code Section 33-701.* Summit Public Charter School will contract with a Certified Public Accountant to perform the financial audit, and pursuant to IC 33-701 sections 5-10, shall:

- “The annual statement of financial condition and report shall be published [...] in a newspaper as provided in IC 60-106, in the county in which the school district is located”
- File one copy of the audit report with the Idaho State Department of Education on or before the 10th of November of each year
- File one copy with the school’s authorizer on or before the 10th of November of each year
- “Order and have destroyed any canceled check or warrant, or any form of claim or voucher which has been paid, at any time after five (5) years from the date the same was canceled and paid”
- “Review the school district budget periodically and make appropriate budget adjustments to reflect the availability of funds and the requirements of the school district”
- “Invest any money coming into the hands of the school district in investments permitted by IC 67-1210. Unless otherwise provided by law, any interest or profits accruing from the investment of any funds shall be credited to the general fund of the district”

A letter of intent for contract will be written and provided to a Certified Public Accountant when this charter is approved.

5. DISPUTE RESOLUTION

DISPUTES BETWEEN THE AGENTS OF SUMMIT PUBLIC CHARTER SCHOOL AND STAKEHOLDERS

Members of the public, parents, teachers, students, and others, may submit a complaint to The Board of Directors in writing and may deliver the same in person, by fax, e-mail, or regular U. S. mail to Summit Public Charter School’s administrative office.

Instructions and procedures for members of the public, parents, teachers, students, and others to communicate will be made available in the student handbook and on the school’s website. Those making complaints are strongly urged to first submit their issue in writing directly to the involved party. Written complaints, whether minor or serious, from any entity be forwarded to the Public Charter School Commission.

6. REVIEW, RESPONSE, AND DISPOSITION

The Principal shall review any grievances, and notify the concerned individual in writing within 72 hours that the grievance has been received, and that the grievance shall be acted upon within one week. Parents may be confident that their concerns will be acknowledged immediately and acted upon in a timely manner. The Principal has the duty to attempt to resolve any such matter in the time period stated.

Upon appeal to the Principal a hearing will be held within 10 business days, inviting all parties involved. The Principal will communicate a decision within one week of the hearing, along with a notice of rights to appeal. Per administrative rule, copies of all written complaints will be forwarded to the authorizer.

If the matter is not resolved before the next meeting of The Board of Directors, the Principal will report the grievance to The Board of Directors. Within 72 hours of the meeting, the parent shall be notified, in writing, of any Board actions. The Chairman of The Board of Directors is permitted under the By-laws to convene an ad hoc board meeting to address a question that warrants immediate attention. Such a decision will be done in alignment to open meeting laws, including the posting of the meeting, and an invitation to the public to attend.

7. APPEALS

Concerned individuals must be notified in writing of any decisions made by the Principal and informed that appeals may be made to The Board of Directors. Additionally, concerned individuals must be made aware of the full appeal process, including the fact that decisions of The Board of Directors are considered final.

TAB 6

1. EMPLOYEE QUALIFICATIONS *I.C. 33-130 & 33-5205(3)(G)*

PROFESSIONAL QUALIFICATIONS

All members of the staff must comply with the professional codes and standards approved by the State Board of Education, including standards for ethics or conduct as required by Idaho Code Section 33-5204A(1). Instructional staff shall be certified teachers as required by Idaho Code Section 33-5205(3)(g). Summit Public Charter School reserves the right to seek alternative/limited certification options as provided by rule of the Idaho State Board of Education. Such hires will take place if they serve the interest of program effectiveness. Additionally, Summit Public Charter School reserves the right to staff any person for temporary assistance under the direct supervision of certified staff members. These provisions are intended to allow various community experts and other specialized persons who may not hold certification to contribute to the school according to their talents, experience, creativity, or expertise on an “as needed” basis.

The Principal is responsible for hiring qualified personnel and will share all details of hiring and termination of certified and classified staff members with the Board of Directors. The contracts will be approved by the Board of Directors of Summit Public Charter School, and signed by the Chairperson, the Principal, and the Clerk of the Board.

Highly qualified teaching professionals implement our learning programs. To ensure that teacher applicants are highly qualified, Summit Public Charter School uses a variety of evaluation factors, including years of classroom teaching experience, area(s) of endorsement, charter school experience, former employment referral, and other skills and experiences. Together these factors indicate potential success in working effectively in the unique charter school setting of Summit Public Charter School.

All staff, certified and classified, will be subject to background checks as required by state law. In addition the following qualifications are set for certified staff:

As stated, teachers at Summit Public Charter School are revered as the “experts of teaching and learning.” They are hired with such a concept in mind. Because teachers are the experts of learning, they must display exemplary qualities which assist them in setting very high expectations for learning, and for executing the curriculum with high-yield instructional strategies. Teachers will be hired for faculty status based on such abilities. The following indicators must be present before a teacher is considered for membership of the Summit Public Charter School faculty:

- All required teacher certification, unless waived by The Board of Directors of Summit Public Charter School. Waiver will only be considered temporary.
- “Highly Qualified” under NCLB and “IBEDS”
- Five years of certified, contracted classroom experience (highly preferred; candidates with such will be given first attention)

- Possess a Masters of Education degree or higher (highly preferred; candidates with such will be given first attention)
- High grade point averages from high school and university transcripts
- Experience mentoring peers
- Experience in participation in professional development and evidence of such participation
- Proficiency in standard technology applications (MS Office, Outlook, etc.)
- Consistently exceptional professional evaluations
- Teaching awards and other professional honors from parent groups, local businesses, and educational partnerships (Preferred)
- Outstanding references from peers, former students, and parents.

Once evidence of these above indicators is provided, teachers must demonstrate a sound commitment to learning and then embracing the instructional approach and culture completely. Candidates will be interviewed with this evidence as the most important quality and ability in mind, after the above indicators are considered.

Certified teachers, who have left the workforce but seek part-time employment, will be encouraged to apply for specialist positions including teachers of music, science, P.E., Computers, Spanish, and Librarian/ Media Specialist. Local dancers, artists, actors, computer experts, and other consultants with special skills may be asked to participate as guests of the school in special instruction, events, outings or assemblies. The guests will be supervised by a member of the teaching staff that possesses a valid Idaho Teaching Certificate.

BACKGROUND CHECKS FOR STAFF MEMBERS

A thorough background check will be one of the required items for beginning employment after a position has been offered to an individual. All employees will complete a criminal background check with the State of Idaho and the Federal Bureau of Investigation. Further, the Principal will call references and ask questions of the potential employee in contest of such elements as: character, work ethic, honesty, self-motivation, adaptability, timeliness, and professionalism among others.

Fingerprint cards will be used as follows: one fingerprint card will be submitted to the Office of Certification at the Idaho State Department of Education and one will be kept in the individual's personnel file at Summit Public Charter School.

BACKGROUND CHECKS FOR CONTRACTORS AND VOLUNTEERS

A background check will be required of all persons who contract with the school for services including but not limited to: speech and language pathologist, school psychologist and other individuals conducting tests with students. The school will perform due diligence in ensuring volunteers are credible and trustworthy for actions including but not limited to: driving students, working directly in the classroom with teachers and students, and any occasion when in direct contact with students. Thus, any individual who will have contact with students will have a background check conducted by Summit Public Charter School.

Summit Public Charter School will provide evidence of such background probing as required by the law, and will keep documentation of these probes in the business manager's office.

ESTIMATED SIZE OF FACULTY AND STAFF

Estimated Staff: 21 FTE in Year 1

Principal - 1 FTE
Kindergarten -- .5 FTE
First Grade -1 FTE
Second Grade - 1 FTE
Third Grade - 1 FTE
Fourth Grade - 1 FTE
Fifth Grade - 1 FTE
Sixth Grade - 1 FTE
Seventh Grade - 1 FTE
Eighth Grade - 1 FTE

Special Education Teacher - 1 FTE

Educational Assistants - 8.5 FTE (includes Science, Music, PE, Computer and Spanish teachers at .5 FTE)

Office Manager—1 FTE
Business Manager/Clerk of the Board of Directors—1 FTE

Certified teachers at Summit Public Charter School are “public” school teachers. Their employment per year at Summit Public Charter School counts as one year equivalent experience on the state indexing scale.

2. EMPLOYEE HEALTH AND SAFETY. 33-5205(3)(H)

To protect the safety of employees and students, Summit Public Charter School will adhere with the following health and safety procedures:

- Conduct criminal history checks for all employees in compliance with Idaho Code Section 33-130. This requirement is a condition of employment.
- Require that all students have proof of immunization or have a written parental waiver and have a birth certificate or other identification before being enrolled at the Summit Public Charter School.
- Require that all visitors sign in at the office when visiting the school building.
- Provide for inspection of the facility in compliance with Section 39-4130 of Idaho Code. Adopt policies to meet all required city, state, and federal health, accessibility, safety, fire, and building codes for public schools. Fire and safety officials using the same guidelines for all public schools will inspect the facility.

- Adopt and implement, where appropriate, policies regarding health, safety and risk management policies, unless otherwise written and adopted by The Board of Directors of Directors. These policies at minimum address the above and the following items:
- Policies and procedures for response to natural disasters and emergencies, including fires and bomb threats.
- Policies relating to preventing contact with blood borne pathogens.
- A policy requiring that all staff receives training in emergency response, including appropriate —first responder training.
- Policies relating to the Principal of prescription drugs and other medicine.
- Policies establishing that the school functions are a gun-free, drug-free, alcohol-free, and tobacco-free workplace.
- Policies will be incorporated as appropriate into the school’s student and staff handbooks and will be reviewed on an ongoing basis in the school’s staff development efforts.

3. EMPLOYEE BENEFITS *I.C. 33-5205(3)(M)*

Summit Public Charter School will ensure employee participation in the following:

- Group health insurance, sick leave benefits,
- Public Employee Retirement System of Idaho PERSI
- Federal Social Security,
- Unemployment Insurance
- Worker’s Compensation Insurance to the extent allowed and required by law.

4. TRANSFER RIGHTS *I.C. 33-5205(3)(O)*

Employees of Summit Public Charter School are not employees of the Pocatello/Chubbuck School District, or any other neighboring district. They may apply to teach in any school district. Teachers at Summit Public Charter School will not be eligible for an “in-district” transfer to another school within the Pocatello/Chubbuck School District, or any other school district.

5. COLLECTIVE BARGAINING *I.C. 33-5205(3)(P)*

Certified Staff of Summit Public Charter School will be a separate entity for purposes of collective bargaining.

6. WRITTEN CONTRACT *I.C. 33-5206(3)(I)*

The Principal, teachers, and support staff will each be on a written contract with Summit Public Charter School, in a form approved by the Superintendent of Public Instruction. All employees will undergo an annual formal performance review conducted by the Principal. All contracts with employees will be 1 year contracts, subject to evaluations performed by the Principal.

TAB 7

1. ADMISSION PROCEDURES *I.C. 33-5205(3)(i)*

ENROLLMENT OPPORTUNITIES *I.C. 33-5205(3)(s)*

The admissions process seeks to ensure that all potential families understand the mission and the unique nature of the school. Summit Public Charter School will comply fully with Section 33-5205(3)(s), Idaho Code, in providing enrollment opportunities. Summit Public Charter School is inclusive and open to all eligible students as required by law. There will be no discrimination in the admission of students to the school on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services. Summit Public Charter School provides a Free, Appropriate Public Education (FAPE) to all of its students.

Upon admission of any student with special needs, the school will comply with all federal and states laws regarding the education of students who are disabled or have special needs. The school does not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. As a public charter school, Summit Public Charter School is also committed to being open for enrollment to all students given enough capacity, as required by Idaho Open Enrollment laws.

ENROLLMENT DEADLINE

Each year The Board of Directors shall establish an enrollment admissions deadline, which shall be the date by which all written requests for admission to attend Summit Public Charter School for the next school year must be received. The enrollment deadline cannot be changed once the enrollment information is distributed.

REQUESTS FOR ADMISSION

Summit Public Charter School will comply with Section 33-5205(3)(j) of the Idaho Code to establish policy and procedure for admission. A parent, guardian, or other person with legal authority to make decisions regarding school attendance on behalf of a child in this state, may make a request in writing for such child to attend Summit Public Charter School. In the case of a family with more than one (1) child seeking to attend Summit Public Charter School, a single written request for admission must be submitted on behalf of all siblings. The written request for admission must be submitted to, and received by, Summit Public Charter School on or before the enrollment deadline established by the Board of Directors. The written request for admission shall contain the name, grade level, address, and telephone number of each prospective student in a family. If the initial capacity of Summit Public Charter School is insufficient to enroll all prospective students, then a lottery shall be utilized to determine which prospective students will be admitted to Summit Public Charter School. Only those written requests for admission submitted

on behalf of prospective students that are received prior to the enrollment deadline established by The Board of Directors shall be permitted in the lottery.

Only written requests for admission shall be considered by The Board of Directors. Written requests for admission received after the established enrollment deadline will be added to the bottom of the final selection list for the appropriate grade. Applications received late go to the bottom of the final selection list.

ADMISSION PREFERENCES *I.C. 33-5206 & 33-5205(3)(j)*

Summit Public Charter School has established an admission preference for students residing within the primary attendance area of the school. In addition, the school has established admission preferences for returning students, for children of founders and full-time employees of the school, and for siblings of students already selected to attend the school.

PRIORITY OF PREFERNCES FOR FIRST YEAR ENROLLMENT

If the initial capacity of Summit Public Charter School is inadequate to enroll all prospective students, a lottery shall be utilized to determine which prospective students will be admitted to the school. Summit Public Charter School will follow Idaho Code Section 33-5205(3)(j).

Prospective students will be placed in the following prioritized groups:

- First, to the children of “founders” and full-time employees (provided that this admission preference shall be limited to not more than ten percent (10%) of the initial capacity of Summit Public Charter School).
- Second, to siblings of pupils already selected by the lottery.
- Third, to prospective students residing in the primary attendance area of Summit Public Charter School.
- Fourth, to all other prospective students by lottery or other random method

PRIORITY PREFERENCES FOR SUCCESSIVE ENROLLMENT PERIODS

Preferences for successive enrollment periods shall be as follows:

- First, to pupils returning to Summit Public Charter School in the second or any subsequent year of operation. Returning students are automatically enrolled in the appropriate grade and do not need to be selected by a lottery.
- Second, to children of founders and full-time employees provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of Summit Public Charter School.
- Third, to siblings of pupils already enrolled in Summit Public Charter School.
- Fourth, to prospective students residing in the primary attendance area of Summit Public Charter School.
- Fifth, to all other prospective students by lottery or other random method

EQUITABLE SELECTION PROCESS

If the initial capacity of Summit Public Charter School is insufficient to enroll all prospective students, or if the capacity is insufficient to enroll all prospective students in subsequent school years, then the Board of Directors shall determine the students who will be offered admission to Summit Public Charter School by conducting a lottery. The selection procedure, unless otherwise determined by the Board of Directors and then approved by the school's authorizer, shall be conducted as follows:

The name of each prospective student on the proposed attendance list shall be individually affixed to or written on a three by five (3x5) inch index card. The index cards shall be separated by grade. The selection procedure shall be conducted one (1) grade level at a time, with the order of grade levels selected randomly. The index cards containing the names of the prospective students for the grade level being selected shall be placed into a single container. A neutral, third party shall draw the grade level to be completed first and then draw each index card from the container for that grade level, and such person shall write the selection number on each index card as drawn, beginning with the numeral (1) and continuing sequentially thereafter. In addition, after selecting each index card, the name of the person selected will be compared to the proposed attendance list to determine whether any preferences are applicable to such person.

If the name of the person selected is a returning student, then the letter (A) shall be written on such index card. If the name of the person selected is the child of a founder or full-time employee, the letter (B) shall be written on such index card. If the name of the person selected is the sibling of another student that has already been selected for admission to the public charter school, the letter (C) shall be written on such index card. If the name of the person selected resides in the primary attendance area of the public charter school, then the letter (D) shall be written on such index card. If the name of the person selected resides outside the primary attendance area of Summit Public Charter School, then the letter (E) shall be written on such index card.

With regard to the sibling preference, if the name of the person selected has a sibling who has already been selected, but the person previously selected did not have the letter (C) written on his or her index card (because a sibling had not been selected for admission prior to the selection of the index card of that person), then the letter (C) shall now be written on that person's index card at this time.

With regard to the founder's and full-time employee's preference, a running tally shall be kept during the course of the selection procedure of the number of index cards, in the aggregate, that have been marked with the letter (B). When the number of index cards marked with the letter (B) equals ten percent (10%) of the proposed capacity of Summit Public Charter School for the school year at issue, then no additional index cards shall be marked with the letter (B), even if such person selected would otherwise be eligible for the founder's and full-time employee's preference.

After all index cards have been selected for each grade, then the index cards shall be sorted for each grade level in accordance with the following procedure. All index cards with the letter (A) shall be sorted first, based on the chronological order of the selection number written on each index card; followed by all index cards with the letter (B) based on the chronological order of the

selection number written on each index card; followed by all index cards with the letter (C) based on the chronological order of the selection number written on each index card; followed by all index cards with the letter (D) based on the chronological order of the selection number written on each index card; followed by all index cards with the letter (E) based on the chronological order of the selection number written on each index card; followed finally, by all index based on the chronological order of the selection number written on each index card. After the index cards have been drawn and sorted for all grade levels, the names shall be transferred by grade level, and in such order as preferences apply, to the final selection list.

FINAL SELECTION LIST

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

The final selection list has the students in the order in which they will be offered enrollment. Officials of Summit Public Charter School conducting the lottery will abide by IDAPA 08.02.04.203.04.

NOTIFICATION AND ACCEPTANCE PROCESS

Summit Public Charter School will comply with Idaho State Board of Education Rules Governing Public Charter Schools Notification and Acceptance Process.

SUCCESSIVE SCHOOL YEARS

Summit Public Charter School will comply with the Rules of the Idaho State Board of Education for Governing Public Charter Schools IDAPA 08.02.04 for Subsequent School Years.

2. DISCIPLINE PROCEDURES *I.C. 33-5205(3)(1)*

Agents of Summit School believe students function best within a safe, orderly, and consistent environment. Expectations for successful behavior and attitudes are paramount at Summit Public Charter School, and will be enforced consistently. Upon acceptance into the school, and during Parent Orientations, students and parents will learn how students can be successful by adhering to high expectations. Summit Public Charter School will assemble a student handbook which details expectations, rules, and procedures including expectations and consequences for intolerable behavior. Parents/guardians will be notified of violations of the code of conduct or school policy through communication from the school. Typically, the Principal will be involved with behavior in each classroom. Hence, the Principal becomes the chief contact with parents concerning behavior issues.

Suspension or expulsion will be considered as options, only after other efforts to change behavior have failed, or seem unsuccessful (except in “no-tolerance” cases such as drugs, weapons, physical assault, etc.) The following are plausible examples of actions to be taken to correct behavior and avoid suspension or expulsion:

- Parent/Guardian notification by teacher or staff (Written and Verbal).
- Parent/Guardian notification by teacher/staff or administrator (Written and Verbal) and possible parent/teacher/administrator conference.
- Suspension with parental notification
- Three Day Suspension with re-admission after a conference with student, parents, and Administrator; or
- Five Day Suspension with re-admission after a hearing within five (5) school days with the Board of Directors. Pursuant to Idaho Code Section 33-205, the Board of Directors may extend the suspension.
- Expulsion to be determined by the Board of Directors in compliance with Idaho Code Section 33-205.

Please read below for specific details of actions and steps available, and for offenses warranting discipline.

Good behavior and kindness, with an emphasis on politeness, honesty, and integrity, is the number one expectation for Summit Public Charter School students. There is little tolerance for disrespect at Summit Public Charter School. Students must be polite to the teachers, administrators, staff, fellow students, and any visitors. The same is required of those employed by Summit Public Charter School. Teachers, administrators, and staff will be respectful of students, and be an example of correct and proper behavior. Because the number one goal at Summit Public Charter School is to have a safe and orderly school that provides an atmosphere that is conducive to learning, there is a focus on positive behavior. Any student faced with a disciplinary action will be granted due process pursuant to Idaho Code section 33-205. In the case of suspension or expulsion, a student will be given written or oral notice of the charges and an opportunity to present his version of the incident. The Principal will determine the types of infractions, and the frequency of such, which require parent contact.

MINOR DISCIPLINARY ACTIONS

Minor discipline problems will be handled in class by either a classroom teacher or an administrator. Following due process and open discussion, students are expected to publicly apologize, as appropriate, to those adversely affected by their misbehavior or unsuitable actions. Additional consequences (disciplinary actions) may include, detention, in house suspension, a loss of privileges and/or parent conferences. Parents will be notified of any disciplinary actions taken. Minor disciplinary issues include, but are not limited to the following:

- Talking disrespectfully to teachers, the Principal, or other staff members
- Not completing homework or in class assignments
- Talking to or treating another student disrespectfully
- Mild forms of bullying and teasing including name-calling and other disrespect
- Not following classroom rules of any kind
- Not following systemic rules including different forms of hallway behavior, lunchroom behavior, and bathroom behavior
- Noticeable lack of effort toward school work and respect and kindness towards others

MAJOR DISCIPLINARY ACTIONS

Major discipline problems will be referred to the Principal or for appropriate consequences that may include detention, off-site suspension or referral to The Board of Directors or designee for expulsion. As stated above parents will be notified of any disciplinary actions taken.

TEMPORARY SUSPENSION

Students who cannot abide by the school regulations and policies of Summit Public Charter School or disrupt the educational atmosphere or interfere with the educational process of the school may be temporarily suspended from classroom instruction and/or school for a time, not to exceed five (5) days by the Principal or designee; and in the event The Board of Directors determines that it would be detrimental to the student and/or other students' health, welfare, or safety to return the student to school, The Board of Directors may extend the temporary suspension for an additional ten (10) school days.

EXPULSION

The Board of Directors may expel students who refuse or consistently fail to abide by school regulations and policies. The Board of Directors may delegate authority ~~it's~~ authority for student expulsion to an expulsion hearing officer, as implicitly provided by Section 33-205, 33-513(2) and or 33-513(5)(g), Idaho Code.

A recommendation for expulsion will be directly made by the Principal to the Board on a form entitled "Recommendation for Expulsion." In the event that a hearing officer is delegated the authority for student expulsion, The Board of Directors may serve as an appellate body for those whose wish it to contest the hearing officer's decision. The following types of student conduct are examples of what might constitute a major discipline, and may lead to expulsion, subject to procedures for implementing this policy.

- Disruption of school or a school-related activity by depriving others of the use of school buildings, school grounds, or parts thereof, through use of violence, force, noise, threat, passive resistance, or other conduct which interferes with educational activities organized by school officials.
- Extortion by means of force or threat to obtain money or property from another student
- Intimidation of any person with threat of bodily harm
- Causing or attempting to cause damage to school property
- Stealing or attempting to steal school property
- Fighting (physical altercations) on or off school grounds while under the supervision of school authorities.
- Cursing, using profanity or vulgar language.
- Possessing, handling, or transmitting ANY object which may be reasonably considered a weapon on or off school grounds at any educational function or school event. (Such objects will not include school supplies such as pencils, or compasses where they have a reasonable use in connection with an educational function in which the student is engaged; but such objects do include any firearm, any flammable substance, any explosive, including firecrackers, or any knife.)

- Insubordination by failing to comply with reasonable directions of teachers during any period of time on or off school grounds when the student is under teacher supervision and when the insubordination may constitute interference with school purposes.

DISCIPLINARY PROCEDURES FOR SPECIAL EDUCATION STUDENTS

Summit Public Charter School adopts and complies with the current Idaho Special Education Manual from the State Department of Education and will follow the procedures outlined in Chapter 7, Section 13: Student Discipline.

RE-ADMITTANCE TO SCHOOL FOLLOWING EXPULSION

A student who has been expelled may appeal to a Reinstatement Committee authorized by The Board of Directors to hear a petition for reinstatement in school. The Committee will make a recommendation to The Board of Directors which will make the final decision. If the committee recommends “not to reinstate” the student may petition The Board of Directors for a hearing with The Board of Directors.

WEAPONS

Weapons are defined as ANY object which may be reasonably categorized as a firearm, any flammable substance, any explosive, including firecrackers, or any knife. This definition does not include school supplies such as pencils, or compasses where they have reasonable use in connection with an educational function in which the student is engaged.

Summit Public Charter School maintains a policy of ZERO tolerance for weapons. A student who carries a weapon onto school property, or who has a weapon in his/her possession while on school property or at a school function, shall be immediately referred to the Principal for disciplinary action. Such action may include referral to law enforcement authorities, and/or suspension from school, not to exceed 5 days, and referral to the Board of Directors of Summit Public Charter School for expulsion.

3. ALCOHOL OR CONTROLLED SUBSTANCES

Summit Public Charter School will comply with Section 33-210, Idaho Code for students using or under the influence of alcohol or controlled substances. In harmony with the federal regulations established by the Drug Free Workplace Act of 1988, Summit Public Charter School is committed to the concept of having a drug free work and student environment. Programs and activities will be planned and carried out by the professional staff that will enable the school to achieve this goal.

Summit Public Charter School and its Board of Directors shall, from its inception, implement the following guidelines as outlined in Section 33-210, Idaho Code:

- Any student reasonably suspected of using or being under the influence of alcohol or a controlled substance whether by an administrator, teacher, staff person, or fellow student, shall be immediately reported to the Principal, or in the absence of the Principal the person temporarily appointed in his or her stead.

- The school administrator shall have the duty to contact the student’s parents, legal guardian or custodian, and law enforcement relative to the circumstances of the suspected abuse.
- This policy is formulated to meet the provisions of section 37-2732C, Idaho Code, including the possibility of conviction of a misdemeanor under the law and drug rehabilitation requirements.
- Each student who is accepted for enrollment shall be provided a copy of this policy together with a copy of Section 37-2732C, Idaho Code, and such notice shall be accepted by signature of the parent, guardian, or custodian of the student upon admission to the school and shall keep a record of that notice on file at the school.
- Upon formal adoption of the policies and procedures manual of Summit Public Charter School The Board of Directors shall also formally adopt this policy entitled “Tobacco, Alcohol, Drugs, or Other Forms of Intoxicants.”

4. PUBLIC SCHOOL ATTENDANCE OPTION/ALTERNATIVE *I.C. 33-5205 (3)(n)*

Because Summit Public Charter School will be a new unit and not an alteration or transition of an existing school, the attendance alternative would be the same as for those presently residing within the neighboring school districts. Students located within the attendance area of Summit Public Charter School would have the option to enroll in the existing charter school or non-charter public schools serving the area. Enrollment is not mandated based upon proximity of residence to Summit Public Charter School, but through parent choice and impartial selection.

If a student is eligible for enrollment and is selected through the lottery process as described by IDAPA 08.02.04 and chooses not to attend Summit Public Charter School, they will have the opportunity to enroll in the appropriate public school district as afforded by Idaho Code. Summit Public Charter School cannot ensure enrollment beyond our legal authorization and does not intend to ensure enrollment in any school public or private.

Summit Public Charter School lies within the boundaries of School District #25. There are a number of attendance alternatives available to students who reside in these boundaries. School District #25 has an open enrollment policy so parents can choose which school best fits the needs of their child. Since Summit Public Charter School plans to serve students K–8th grades, the following public alternatives are available:

Elementary Schools:

- The Academy at Roosevelt Center
- Chubbuck Elementary School
- Edahow Elementary School
- Ellis Elementary School
- Gate City Elementary School
- Greenacres Elementary School
- Indian Hills Elementary School
- Jefferson Elementary School

- Lewis and Clark Elementary School
- Syringa Elementary School
- Tendoy Elementary School
- Tyhee Elementary School
- Washington Elementary School
- Wilcox Elementary School
- Lincoln Early Childhood Center
- Pocatello Community Charter School

Middle Schools:

- The Academy at Roosevelt Center
- Franklin Middle School
- Hawthorne Middle School
- Irving Middle School
- Kinport Academy

5. DENIAL OF SCHOOL ATTENDANCE *I.C. 33-205 & 33-5205(3)(i)*

Summit Public Charter School will comply with Idaho Code Sections 33-205 and 33-206 regarding denial of enrollment or denial of school attendance by expulsion. The Board of Directors will establish the procedure to be followed by the Principal for the purpose of affecting a temporary suspension, which procedure must conform to the minimal requirements of “due process” (I.C. 33-205).

6. PUBLIC NOTICE OF ENROLLMENT OPPORTUNITIES

Summit Public Charter School will ensure the public is aware of enrollment opportunities by establishing a system to communicate the following:

- Submitting public service announcements various through media entities
- Providing public notices at local public buildings
- Sending information with students and publication on the school’s official web site

7. STUDENT HANDBOOK

Summit Public Charter School will produce a complete student and parent handbook that describes the school rules and procedures. The handbook will be available in paper copy, and will also be available via a link on the school’s website. An official and revised handbook will not be approved by the Board of Directors until the Principal has reviewed the book.

Please see Appendix J. to view the prototype handbook which has been developed. The handbook is an organic document which will undergo further revisions after charter authorization, and before parent orientations at the beginning of the school year.

The mission, vision, and philosophy statements in the charter do not match those in the handbook. The handbook contains Harbor references.

8. SUICIDE PREVENTION AND RESPONSE POLICY

Summit Public Charter School recognizes its responsibility to respond to help students and staff deal with the suicide of a student. The suicide of a student has an impact on the whole school community, and it has been noted that one suicide seems in some cases to lead to other suicides. In congruence with The National Association of School Psychologists, Summit Public Charter School adopts the Association's view of a school's 3-tiered role in suicide prevention:

- Detection and Awareness
- Parent Notification and communication regarding their own children and the school's prevention plan
- Supporting at-risk Students

Summit Public Charter School will develop a partnership with the Suicide Prevention Action Network of Idaho (SPAN) in developing a sustainable plan, including the following steps as outlined by SPAN:

- Program Implementation
- Gatekeeping: Tracking behavioral problems/warning signs, determining level of risk, and referring students to resources and services
- Staff Training: Staff will be trained with regards to addressing students who make violent attempts
- Postvention: Measures taken after an incident occurs to reduce the risk to those affected by the event

The plan stemming from this partnership with SPAN will be made policy by The Board of Directors of Summit Public Charter School.

Summit Public Charter School, above all other duties, provides a safe proactive environment for learning. At its core the program of the school combined with culture, should eliminate any element that would contribute to suicidal inclinations for any student. In light of recent suicides in the nation, Summit recognizes that elements including threat, teasing, bullying, and lack of respect among students can be leading motivators for suicide. Our philosophy, implemented consistently should drastically lessen threat, bullying, unkindness, or disrespect to oneself or neighbor. It is the policy of Summit Public Charter School, first and foremost, to work to prevent suicide. Education about suicide prevention will be available in the following ways:

- Open yet appropriate discussion with students, staff, and parents at meditated times during the school years. These are given by staff, parents, and administrators. Students must know

that adults can relate to their stresses and anxieties in life and the choices that they have to make because of personal experience.

- Staff will be provided with information on the signs of depression and suicidal tendencies.
- Resources and referrals will be available for students identified.

Any threats of suicide made by a student will be reported immediately to the Principal.

In the event of a student suicide, it is the policy of Summit Public Charter School to act quickly to help students and staff and to be sensitive and responsive to the needs and privacy of the student's family. The Principal will contact the family to make sure information is accurate and to get the family's permission to give information to staff and students. Depending on the time of day the Principal learns of the suicide, s/he will try to call a meeting of all staff before the school day starts to provide information on the incident and advise on how to handle students' reactions. If possible, professionals will be available to help staff deal with their own reactions at this meeting as well as prepare them for student reactions.

In the event a suicide takes place on school premises the following steps will be taken:

- Summit Public Charter School will fully cooperate with local authorities following any procedures dictated by them
- Summit Public Charter School upon approval, will create a relationship with a local agency to assist the Board of Directors, Principal, staff, and students in moving through the process needed after a suicide

TAB 8

1. BUSINESS PLAN

DESCRIPTION OF BUSINESS IDENTITY

Summit Public Charter School, Inc. is organized exclusively for educational purposes within the terms of Section 501(c)(3) of the Internal Revenue Code and as detailed in our petition for chartering. “Notwithstanding any other provision of its Articles of Incorporation,” Summit Public Charter School shall not carry on any additional 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 1986 (or corresponding provisions of any future United States Internal Revenue law), or (b) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

The Founders of Summit Public Charter School are in the process of applying for qualification under Section 501(c)(3) of the Internal Revenue Code.

STRATEGIC MARKETING

Enrollment survey data collected and referenced in this document, waiting list of Pocatello Community Charter School, show evidence of interest in further charter opportunities within the local community. It is the belief of the founders of Summit Public Charter School that many additional community families await the opportunity to add their children to a waiting list, if they felt it would be worth it, but currently do not have their children on a waiting list. For this purpose, the founders have designed the following plan for marketing the opening of the school, and the filling of seats:

- Planning of four open houses provided to the public in which attendees learn of the purposes and impacting roles of charter schools in the community; attendees learn of the value of innovative choice in charter schools specifically regarding intense focus on learning, instruction, unique culture, and high success rates; and then attend a general information meeting on the purpose of Summit Public Charter School and its progress in being approved and opening
- The creation of a short but concise interest survey distributed by paper copy, electronic copy, and housed on a website
- A website located at gosummit.org, has been created for purposes of mass communication regarding the intentions of the founders to seek approval for the school; additionally, the website serves as a means to communicate the following: provide an interest survey and collect data electronically from the survey; convey messages about open house meeting dates, times, and activities; convey messages regarding the intended focuses of the school
- Public service announcements via television and radio regarding open houses and educating the community about charter schools

- The creation of a board sub-committee (ex-officio) to assist with relations between The Board of Directors and potential founders and stakeholders

Upon approval, representatives of Summit will provide the remaining open house meetings in the community to notify residents of the opening of the school, its mission/vision/philosophy, education program, and other information pertinent to assisting parents in making an informed decision about their children attending the school. Upon approval, Summit Public Charter School will continue to utilize a school website for the purpose of sharing information about the school.

Further, upon approval, Summit Public Charter School will access various local media in the Snake River Valley (radio, TV, web, newspaper, etc.), either through paid or earned media, to inform the public about the school and to keep the community updated throughout the start-up process. Summit Public Charter School will create notices to be sent to home addresses in the school's primary attendance zone so that its neighbors are informed of the additional school choice opportunity.

RESUMES OF THE FOUNDING BOARD OF DIRECTORS

See Appendix G. for resumes of The Founding Board of Directors.

2. BUDGETS

Day-to-Day Operations

The Principal of Summit Public Charter School will determine the day-to-day operations of the school. The Board of Directors will have oversight authority.

Budget:

The budget for Summit Public Charter School will:

- Be prepared in compliance with section 33-801, Idaho Statutes and policy of the State Board of Education
- Be presented at a public hearing in June of the year in which the school opens
- Be delivered to the State Department of Education as required on or before July 15 of the year in which the school opens.
- Be prepared, approved, and filed using the form prescribed by the Office of the Superintendent of Public Instruction

INITIAL START UP BUDGET

See Appendix K. for the initial start-up budget reflecting assumptions as funded by the Grant from the Albertsons Foundation.

INCOME SOURCES

Funding sources will include state allocation per pupil, federal start-up grants, private grants, business partnerships, and donations. Summit Public Charter School will apply for a start-up grant once it is granted status as a non-profit organization pursuant to Section 501(c) (3) of the Internal Revenue Code.

WORKING CAPITAL AND ASSETS

Summit Public Charter School does not expect to have working capital and assets until after the Charter is approved.

FUNDRAISING:

A committee exists and is established to conduct fundraising efforts to generate capital or to supplement the per-pupil allocations. Please see Appendix T with respects to Fundraising Goal 1 and Fundraising Goal 2 for the current focus of the fundraising committee.

EXPENDITURES

Please see section below entitled “Financial Management.”

PURCHASING PROCESS

The Principal, will determine procedures for procuring goods and services, with approval of the Board of Directors.

FINANCIAL MANAGEMENT

The accounting records will be kept in accordance with general accepted accounting principles. Summit Public Charter School will follow the requirements set forth by the Idaho State Department of Education, including formats for account numbering. The Principal, and the business manager, under the direction and supervision of the Principal, will be responsible for financial management. The Principal will report to the Board of Directors with the assistance of the business manager/clerk of The Board of Directors. Further, the following steps, or similar, will take place:

- The Principal and the business manager will meet every two weeks at a standing scheduled meeting to review YTD expenditures in all fund categories within the general operations budget
- The Principal, and the business manager, under the direction and supervision of the Principal, will compare encumbered expenditures with actual expenditures, and determine the YTD health of the budget
- The Principal and business manager will act as checks and balances with each other for the budget and expenditures
- The Board of Directors will appoint a member of the executive board as board treasurer, who will provide checks and balances for the Principal and the business manager, and will report the financials to the Board of Directors on a monthly basis, during regular open

board meetings

BONDING

The school will provide documentation of “bonding” for all staff involved in financial operations and management. This will be provided prior to the opening of the school.

THREE YEAR BUDGET

Please see Appendix L for:

- 3 Year Best Case Budget Proforma Budget
- 3 Year Most Likely Proforma Budget
- 3 Year Worst Case Proforma Budget

MONTH-BY-MONTH CASH FLOW FOR THE FIRST SCHOOL YEAR

Please see Appendix L for:

- Year 1 Best Case Monthly Cash Flow
- Year 1 Most Likely Case Monthly Cash Flow
- Year 1 Worst Case Monthly Cash Flow

3. TRANSPORTATION I.C. 33-5205(3)(t) & 33-5208(4)

Summit Public Charter School will **not** provide transportation services in year one of operation. A cost deficit will exist in the general budget if transportation is provided. This condition exists as a result of the lack of dollars in the general fund to provide transportation. While a portion of transportation costs are reimbursed by the SDE, the cost savings do not outweigh the reimbursed amounts. Further, the current price for gasoline and maintenance does not support purchasing, and/or leasing a vehicle to providing transportation. In addition, the budget does not support the wage of a driver. Further, school district #25 indicated they are **not** in a position to provide contracted transportation services due to a higher student to bus ratio in their own district. Such a decision greatly limits the options of Summit Public Charter School to contract with an entity within the community.

In preparation for year two of operation, The Board of Directors will analyze the following: ~~If~~ factors including the economy, availability for contracting services, and dollars in the general fund to support associated costs. If circumstances are favorable to provide transportation for year two of operation, the Board of Directors will re-visit the option of providing transportation for students. The following process and language will be used in planning, executing, and overseeing transportation of students:

DETERMINING A NEED FOR TRANSPORTATION

Transportation will be provided to students residing in the primary attendance area. In providing transportation services, Summit Public Charter School will comply with Idaho Code 33-402 and

33-1510. Summit Public Charter School shall provide transportation for the public school pupils within the district primary attendance area pursuant to IC 33-1501.

Because advance reimbursement funding is available for transportation (IC 33-1006 and 33-5208), The Board of Directors will evaluate the percentage of enrolled students whose parents request transportation and the percentage of families who will indefinitely prefer to drive their students to the school. It is most likely the school will provide transportation based on percentages.

Summit Public Charter School will use one or more of the following four methods to obtain and provide transportation services:

- Joint busing with Pocatello/Chubbuck School District #25
- Purchase, provide, and maintain the operational costs of a school bus
- Contracted busing service
- Pay parents in-lieu if such a process is deemed to be cost effective and complements the school's operational budget.

Further, Summit Public Charter School understands that the attendance area does become the zone for providing transportation services.

Pursuant to IC 33-5208, Summit Public Charter School understands that said code limits transportation reimbursement to students within the public charter school's primary attendance area that meet one of the following criteria:

- If a student resides within the school district in which the public charter school is physically located
- If a student resides within 15 miles of the public charter school by road

4. FOOD SERVICES FOR STUDENTS

Summit Public Charter School will operate a "warming and servicing" kitchen and serving area and it will participate in the federally assisted National School Lunch Program as an independent provider. Hot lunch will be offered to students at full price, and free and reduced price lunches to those students who qualify under federal guidelines. At the time of enrollment, students will be given the opportunity to complete the federal free or reduced lunch form. Lunch will be provided to all first through eighth grade students with cost, but that cost will be reduced or waived for eligible students.

Please see Appendix P for Food Services Contract provided by Holy Spirit Catholic School.

April 5, 2012

TAB 9

1. VIRTUAL CHARTER SCHOOL

Summit Public Charter School is not and will not be a Virtual Charter School.

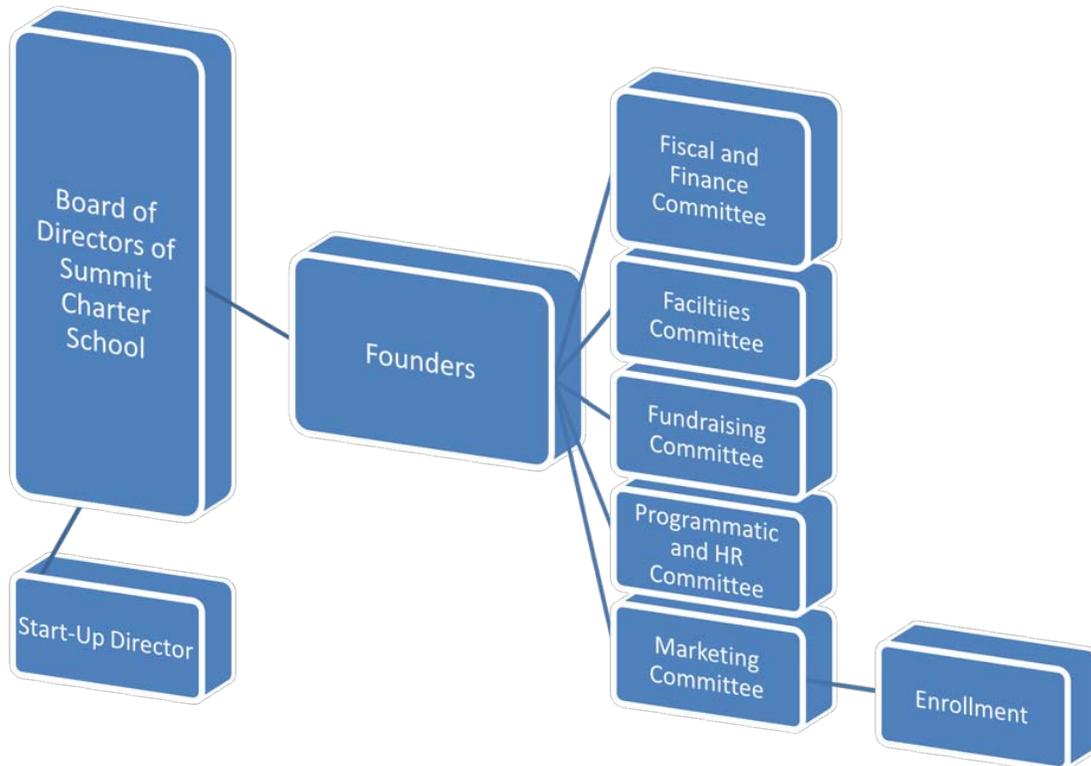
TAB 10

1. STRATEGIC PLAN FOR PRE-OPENING OPERATIONS

9 STRATEGIC GOAL TOPICS

- Board Governance Development
- Facilities
- Enrollment
- Fundraising Focus on Start-up Expenses
- Fundraising Focus on First Year Financial Support
- Programmatic Development
- Human Resources Development
- Marketing and Public Relations
- Fiscal Management

The Board of Directors has determined that the above topics constitute the development of goals which goals are to be best met by soundly executing organizational management steps. The visual below provides the structure in which The Board of Directors executes the action items related to addressing the 9 focuses above. The timeline for strategic pre-opening operations spans from April 2012-Aug 2013.



Please see Appendix T for:

- Complete goal statements and descriptions
- Phase objectives
- Phase deadlines
- Overall goal timelines

The Board of Directors commits to the following:

- To delay opening of the school for operations by one year if the goals listed in appendix D are not met. (The two fundraising goals are tentative and are subject to change depending on circumstances related to fundraising achievement, as well as needs for funds. Factors contributing to such are: projected first year revenue via state funding, and unknown funds gifted and/or raised)

2. BUSINESS PARTNERSHIPS AND ARRANGEMENTS

Summit Public Charter School will enter into legally binding contracts for services with entities including but not limited to the following:

- Contractors for outside special education services such as child psychological testing, speech and language pathology, etc.
- Legal services by an attorney at law representing a charter firm
- Accounting services with a Certified Public Accountant (see below)

Janitorial, and some grounds keeping, will all be provided (in-house) to save money in the general operations-budget. Several grounds keeping duties are covered via “Common Area Maintenance” provisions of the West Wood Facilities Plan.

A contract will be entered for purposes of a Financial Operations Audit to be conducted by a Certified Public Accountant whose office exists within the same community or a nearby community as Summit Public Charter School. These contracts will be entered into upon authorization of the Charter.

3. TERMINATION AND DISSOLUTION

Statement of Understanding: Officials of Summit Public Charter School are wholly committed to compliance with statute, administrative rule, and the terms of the charter, and have sound understanding that the charter of the school may be revoked pursuant to I.C. 33-5209.

In the event the charter is terminated, the Board of Directors of Summit Public Charter School will be responsible for the dissolution of the business aspects and all other affairs of the school. The Board of Directors will work closely with its authorizer for the dissolution process. Further:

- All records of students will be transferred immediately to the district in which they reside so they may distribute said records to the appropriate school within that district.
- All parents will receive written notice via the Principal and business manager of how to request a transfer of student records to a specific district and school
- All employee records will be given to the employee or transferred to a new hiring entity, as will be determined by circumstances
- The Board of Directors of Summit Public Charter School will accommodate student record requests from schools within district in which students reside for up to one year after dissolution.
- After the dissolution of Summit Public Charter School, outstanding assets will be distributed to creditors pursuant to Sections 30-3-114 and 30-3-115 of the Idaho Code. The Board of Directors will assume responsibility for making payments from remaining assets via a mutually agreed upon process with creditor and the Summit Board
- All remaining assets will be distrusted to the authorizer of Summit Public Charter School via funds transfer, check, or by the giving of physical assets to the physical location or designated area of the authorizer
- Items purchased with Federal funds will be disposed of in the manner required by the guidelines of the program from which the funds were provided; further, items purchased with federal funds will not be sold to satisfy any creditor's claim

Appendix-A

April 5, 2012

January 18, 2012
Summit Public Charter School
4739 Kimmi Court
Chubbuck, Idaho 83202
(208)220-7371

To The Secretary of State:

This letter serves as an amendment to our annual report that was filed on January 18, 2012. It should read as follows:

Executive Director- Jonathan Braack
4739 Kimmi Court
Chubbuck, ID 83202

Secretary- Heather Lorimer
1630 Sundance
Pocatello, ID 83201

Treasurer- Heath Mitchell
1528 Avis Court
Pocatello, Idaho 83201

Director- Susan Hall
711 Fir Street
Pocatello, Idaho 83204

Director- Rich Kirkham
8055 Prospector Hollow
Pocatello, Idaho 83201

Director- Greg Smith
2505 Marilyn Street
Pocatello, Idaho 83201

With Warm Regards,


Heather Lorimer

April 5, 2012

Annual Report for C 189063

http://www.sos.idaho.gov/servlet/TransformXMLDoc?url=/2012011...

No. C 189063		Due no later than Nov 30, 2011 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		1. Mailing Address: Correct in this box if needed. SUMMIT PUBLIC CHARTER SCHOOL, INC. JONATHAN BRAACK 4739 KIMMI COURT CHUBBUCK ID 83202 USA		BETHANY ROPER 1135 ROWLAND RD POCATELLO ID 83204			
				3. New Registered Agent Signature:*			
4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).							
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
TREASURER	HEATH MITCHELL	1528 AVIS COURT	POCATELLO	ID	USA	83201	
SECRETARY	HEATHER LORIMER	1630 SUNDANCE	POCATELLO	ID	USA	83201	
DIRECTOR	JONATHAN BRAACK	4739 KIMMI CT	CHUBBUCK	ID	USA	83202	
5. Organized Under the Laws of: ID C 189063		6. Annual Report must be signed.* Signature: Heather Lorimer Name (type or print): Heather Lorimer Date: 01/18/2012 Title: Secretary					
Processed 01/18/2012		* Electronically provided signatures are accepted as original signatures.					

April 5, 2012

04/28/2011 10:34 FAX 334 2080

Idaho Secretary of State

001

*update of officers
C189063*

April 25, 2011

Summit Public Charter School
4739 Kimmi Court
Chubbuck, Idaho 83202
(208)220-7371

2011 APR 26 AM 10:11

SECRETARY OF STATE
STATE OF IDAHO

To The Secretary of State:

This Letter is to notify you that our Board of Directors has changed. The names and street addresses of the persons constituting the Board of Directors are:

Jonathan Braack 4739 Kimmi Court, Chubbuck, Idaho 83202
Heather Lorimer 1630 Sundance, Pocatello, Idaho 83201
Heath Mitchell 1528 Avis Court, Pocatello, Idaho 83202
Juana Harris 934 Wayne Avenue, Pocatello, Idaho 83201
Brad Bassett 155 E. Griffith, Pocatello, Idaho 83201
Greg Smith 2505 Marilyn Street, Pocatello, Idaho 83201
Rich Kirkham 8055 Prospector Hollow, Pocatello, Idaho 83201

With Warm Regards,

Heather L. Lorimer

Heather Lorimer
Secretary of the Board
Board of Directors
Summit Public Charter School, Inc.



ARTICLES OF AMENDMENT (Non-profit)

FILED EFFECTIVE

2010 NOV 22 PM 12: 25

To the Secretary of State of the State of Idaho
Pursuant to Title 30, Chapter 3, Idaho Code, the undersigned
non-profit corporation amends its articles of incorporation as
follows:

SECRETARY OF STATE
STATE OF IDAHO

- 1. The name of the corporation is:
Mountain View Public Charter School, Inc.

If the corporation has been administratively dissolved and the corporate name is no longer available for use, the amendment(s) below must include a change of corporate name.

- 2. The text of each amendment is as follows:

Article I of the corporation's articles of incorporation is hereby amended so that after amendment it will read as follows: The name of the Corporation is Summit Public Charter School, Inc.

- 3. The date of adoption of the amendment(s) was: 18 November 2010

- 4. Manner of adoption (check one):

- Each amendment consists exclusively of matters which do not require member approval pursuant to section 30-3-90, Idaho Code, and was, therefore, adopted by the board of directors. (Please fill spaces below)
 - a. The number of directors entitled to vote was: 8
 - b. The number of directors that voted for each amendment was: 8
 - c. The number of directors that voted against each amendment was: 0

- The amendment consists of matters other than those described in section 30-3-90, Idaho Code, and was, therefore adopted by the members. (Please fill spaces below)

a. The number of members entitled to vote was: _____

b. The number of members that voted for each amendment was: _____

c. The number of members that voted against each amendment was: _____

Dated: 11/22/10
 Signature: Bethany Roper
 Typed Name: Bethany Roper
 Capacity: President

Customer Acct #:
 (if using pre-paid account)

Secretary of State use only

g:\corp\forms\data\articlesofincorporation\amendment_1.ppt
Revised 10/2003

Web Form

IDAHO SECRETARY OF STATE
 11/22/2010 05:00
 CK: 4105 CT: 169988 DR: 1248109
 1 @ 30.00 = 30.00 NON PROF A # 2
 1 @ 20.00 = 20.00 NON EXPEDI # 3

C189063

April 5, 2012

FILED EFFECTIVE

ARTICLES OF INCORPORATION
OF
Mountain View Public Charter School, Inc.

10 NOV 15 AM 8:42

The undersigned, acting as the incorporator of a nonprofit corporation (of Idaho) organized under and pursuant to the Idaho Nonprofit Corporation Act, Chapter 3, Title 30, Idaho Code ("Act"), adopts the following Articles of Incorporation ("Articles").

SECRETARY OF STATE

ARTICLE I
NAME OF THE CORPORATION

The name of the Corporation is Mountain View Public Charter School, Inc.

ARTICLE II
PERIOD OF DURATION

The period of duration of the Corporation is perpetual.

ARTICLE III
REGISTERED OFFICE AND AGENT

The street address of the registered office is: 1135 Rowland Road, Pocatello, Idaho 83204; and the registered agent at such address is: Bethany Roper.

The mailing address of the Corporation is: 1135 Rowland Road, Pocatello, Idaho 83204.

ARTICLE IV
PURPOSES

The purposes for which the Corporation is organized is exclusively for educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE V
LIMITATIONS

No part of the net earnings or the assets of the Corporation shall inure to the benefit of, or be distributable to, its members, 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 IV hereof.

No substantial part of the activities of the Corporation shall be for the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or

ARTICLES OF INCORPORATION - Page 1 of 2
IDAHO SECRETARY OF STATE
11/15/2010 05:00
CK: 1537 CT: 205051 BH: 1247103
1 @ 30.00 = 30.00 INC NONP # 2
2 @ 20.00 = 20.00 NON EXPEDI # 3
C189063

April 5, 2012

intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provisions 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, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE VI
NO MEMBERS

The Corporation shall not have any voting members.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors shall consist of no fewer than three (3) people. The names and street addresses of the persons constituting the initial Board of Directors are:

Bethany Roper	1135 Rowland Road, Pocatello, Idaho 83204
Barclay Roper	1135 Rowland Road, Pocatello, Idaho 83204
Heath Mitchell	1528 Avis Court, Pocatello, Idaho 83202
Heather Lorimer	1630 Sundance, Pocatello, Idaho 83201
Jonathan Braack	4739 Kimmi Court, Chubbuck, Idaho 83202
Juana Harris	934 Wayne Avenues, Pocatello, Idaho 83201
Brad Bassett	155 E. Griffith, Pocatello, Idaho 83201
Jason Flaig	1491 Partridge Cove, Pocatello, Idaho 83201

ARTICLE VIII
DISTRIBUTION ON DISSOLUTION

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, distribute all the assets of the Corporation consistent with the purposes of the Corporation to such organization or organizations as shall at that time qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, in such manner as the Board of Directors shall determine.

Any such assets not so distributed shall be distributed by the district court of the county in which the principal office of the Corporation is then located, exclusively for the purposes of the Corporation or to such organizations as such the court shall determine to be consistent with the purposes of the Corporation.

April 5, 2012

ARTICLE VIV
INCORPORATOR

The name and street address of the incorporator is: Bethany Roper, 1135 Rowland Road,
Pocatello, Idaho 83204.

DATED this 12 day of November, 2010.


BETHANY ROPER
Incorporator

ARTICLES OF INCORPORATION – Page 3

Appendix-B

April 5, 2012

BYLAWS

for
Summit Public Charter School, Inc.

ARTICLE I
NAME AND PURPOSE

Section 1. Name. The name of the Corporation is Summit Public Charter School, Inc. (hereafter, the "Corporation").

Section 2. Purpose. Subject to the limitations set forth in the Corporation's Articles, the purposes for which the Corporation is organized is exclusively for educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE II
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be at 4739 Kimmi Court, Chubbuck, Idaho 83202.

Section 2. Additional Offices. The Corporation may also have offices at such other places, within the State of Idaho, as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE III
DIRECTORS

Section 1. General Powers. All corporate powers shall be exercised by or under authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, acting as Trustees, except as may be otherwise provided in the Act or the Articles.

Section 2. Number. The number of Directors shall be five (5), however the number of directors may be changed at any time by a two thirds majority vote of the Board of Directors. In any case the number of directors shall not be less than three (3) and shall not be more than nine(9).

Section 3. Term. Directors shall serve for a term of two (2) years unless otherwise indicated in these Bylaws. Directors may serve for an unlimited number of successive terms.

Section 4. Election. At least thirty (30) days prior to the annual meeting, the Board shall nominate and prepare a slate of candidates of persons interested in serving as directors including any directors desiring re-election. Non-board members may submit nominations to the to the Board's Secretary in writing, listing their qualifications and interest, no less than thirty (30) days in advance of the annual meeting. A combined list of all nominations shall be made publicly available thirty (30) days prior to the annual meeting by posting the slate of all candidates on the Corporation's website, and at any other places or by any other means determined appropriate by the Board of Directors. Directors and officers shall be elected at the Annual Meeting by a quorum of the Board of Directors present at the Annual Meeting. New directors and officers shall assume their duties at the first regular meeting of the board following the election. Each Director shall hold office for a term of two (2) years.

Section 5. The initial Board and term. The names and addresses of the members of the Initial Board of Directors were stated in the Articles of Incorporation filed with the Idaho Secretary of State and recorded 11/15/2010. These persons or their successors shall hold office until the first annual meeting to be held in May 2012. One month prior to the annual meeting at a Regular Meeting of the Board, the names of the current directors shall be divided into two (2) groups to determine the expiration of the directors' terms, with the two groups to be divided equally as nearly as possible. A random determination shall designate which group shall serve for one (1) additional year and which group of names shall be eligible to be placed on the slate of nominations for the next two-year directorship terms to begin in June of 2012.

Section 5. Vacancies. If any vacancies occur in the Board of Directors, the Chairperson of the Board shall call for nominations to fill the vacancy. Such nominations may come from any remaining member of the Board of Directors. Any nominations must be sustained by affirmative vote of a majority of the remaining Board of Directors. Directors elected to fill a vacancy shall be elected for the unexpired term of their predecessor. Vacancies may be filled, or a new office created and filled, at any meeting of the Board of Directors.

Section 5. Removal. Any Director or Directors may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board of Directors.

Section 6. Resignation. Any Director may resign at any time by giving written notice to the Board of Directors, the Chairperson of the Board, or the Secretary of the Corporation. Unless otherwise specified in such Written notice, a resignation shall take effect

upon delivery thereof to any of the said individuals.

Section 7. Place of Meetings. The Board of Directors may hold meetings, both regular and special, at times and places determined by the Board of Directors provided such a place complies with open meeting law.

Section 8. Annual Meeting. An annual meeting of the Board of Directors shall be held in conjunction with the last scheduled regular meeting of the Board of Directors for the month of May each year. The purpose of the Annual Meeting is for electing directors and officers for the following year, and for the transaction of any other annual business as may come before the Board. Following the business of the Annual Meeting the Directors may adjourn to a Regular Meeting.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as may from time to time be determined by the Board of Directors provided that notice of regular meetings is given to each Director, and that notice of all meetings is posted on the Corporation's website no less than seven (7) days prior to the regular meeting and that all notices are given, and all meetings conducted, in compliance with Open Meeting Law as referenced in Idaho Code §§ 67-2340 through 67-2347.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairperson of the Board, or by two (2) or more Directors with at least two (2) days written notice to each Director, if such notice is delivered personally, by mail, email, or fax. Any such notice need not state the purpose or purposes of such meeting except as provided in Article X. Special meetings must also be held in compliance with Open Meeting Law as referenced in Idaho Code §§ 67-2340 through 67-2347.

Section 11. Meeting by Telephone or Similar Communications. Members of the Board of Directors may participate in any meeting by means of conference telephone or similar communications equipment provided that all directors and the public participating in the meeting can all hear one another. Participation in such a meeting by this means shall constitute presence in person by such Director at such meeting.

Section 12. Quorum. Unless otherwise provided for in these Bylaws, a majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the Directors are present at a meeting or any portion of the meeting, then a majority of the directors present may adjourn the meeting for lack of a quorum but in no case can business be transacted without a quorum of the board.

April 5, 2012

Section 13. Manner of Acting. Unless otherwise provided for in these Bylaws, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 14. Presumption of Assent. A Director of the Corporation who is present at a meeting of the board at which any action on any corporate matter is taken shall be presumed to have assented to the action unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall file such Director's written dissent to such action with the Secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the Secretary of the Corporation within three (3) days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 15. Informal Action. No official action may be taken outside of a meeting of the Board of Directors.

Section 16. Waiver of Notice. Whenever any notice is required to be given under the provisions of law, the Corporation's Articles or these Bylaws, a written waiver thereof, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent to such notice. In addition, any Director who attended a meeting of the Board of Directors, without protesting at the commencement of the meeting the lack of notice thereof to him, shall be conclusively deemed to have waived notice of such meeting.

Section 17. Proxy Voting. There shall be no proxy voting allowed for any Directors.

Section 18. Chairperson of the Board. Every year the Board of Directors shall elect a Chairperson of the Board at the Annual Meeting. The Chairperson of the Board shall preside at all meetings of the Board of Directors when present. If the Chairperson of the Board is not present, then the Board shall call itself to order and shall by majority nominate and appoint one director to preside at that particular meeting.

Section 19. Compensation. Directors shall not be entitled to compensation for their services as Directors but shall be entitled to receive from the Corporation reimbursement for any reasonable expenses incurred in performing services for the Corporation so long as such expenses are approved by the Board of Directors in advance.

April 5, 2012

Section 20. Conflict of Interest. A member of the board of directors of a public charter school is prohibited from receiving a personal pecuniary benefit, directly or indirectly, pertaining to a contractual relationship with the public charter school. No member of the Board of Directors of the Corporation shall have pecuniary interest directly or indirectly in any contract or other transaction pertaining to the maintenance or conduct of the Corporation, nor shall any member of the Board of Directors of the Corporation accept any reward or compensation for services rendered as a director except as may be otherwise provided in this section. The Board of Directors may accept and award contracts involving the Corporation to businesses in which the director or a person related to him by blood or marriage within the second degree has a direct or indirect interest, provided that the procedures set forth in section 18-1361 or 18-1361A, Idaho Code, are followed. The receiving, soliciting, or acceptance of moneys of Corporation for deposit in any bank or trust company, or the lending of moneys by any bank or trust company to the Corporation, shall not be deemed to be a contract pertaining to the maintenance or conduct of the Corporation within the meaning of this section; nor shall the payment by the Board of Directors of compensation to any bank or trust company for services rendered in the transaction of any banking business with the Board of Directors be deemed the payment of any reward or compensation to any officer or director of any such bank or trust company within the meaning of this section.

Furthermore, the Board of Directors of may not enter into or execute any contract with the spouse of any member of the Board of Directors, the terms of which said contract require, or will require, the payment or delivery of any funds, moneys or property to such spouse, except as provided in section 18-1361 or 18-1361A, Idaho Code. Furthermore, when any relative of any director or relative of the spouse of a director related by affinity or consanguinity within the second degree is to be considered for employment by the Corporation, such director shall abstain from voting in the election of such a relative, and shall be absent from the meeting while such employment is being considered and determined or reviewed.

ARTICLE IV COMMITTEES

Section 1. Committees. The Board of Directors, by resolutions adopted by a majority of the whole Board, may appoint such committee or committees as it shall deem advisable and with such functions and duties as the Board of Directors shall prescribe and allowable by law and the Corporation's Articles and Bylaws. Membership of the committees shall be determined by the Board of Directors.

April 5, 2012

Section 2. Vacancy. The Board of Directors shall have the power at any time to fill vacancies, to change the membership of, and to discharge any committee.

Section 3. Quorum. A majority of the committee(s) established by the Board shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the members of the committee shall be required for any action of the committee. No decision by any committee shall be binding on the Board of Directors.

Section 4. Chairperson of the Committee. Committees shall choose a chairperson or one shall be appointed by the Board of Directors. The chairperson of the committees shall keep regular minutes of its meetings and deliver such minutes to the Board of Directors when requested.

Section 5. Meetings. Committees shall meet at such times and at such place or places as may be provided by the members of the committees.

Section 6. Compensation. Members of any committee shall not be entitled to compensation for their services as a member of any committee but shall be entitled to receive from the Corporation reimbursement for any reasonable expenses included in performing services for the Corporation so long as such expenses are approved by the Board of Directors in advance.

Section 7. Action by Consent. Any action required or permitted to be taken at any meeting of any committee may be taken without a meeting if a written consent to such action is signed by all members of the committee and such written consent is filed with the minutes of its proceedings. However if a committee comprises a quorum of the board, said committee may not take board action outside a public meeting posted in accordance with open meeting law.

Section 8. Meetings by Telephone or Similar Communications. The members of any committee designated by the Board of Directors may participate in a meeting of such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and participation in such meeting shall constitute presence in person at such meeting.

Section 9. If a committee includes a quorum of members of the Board of Directors that committee's meetings must be held in compliance with the open meeting law.

April 5, 2012

ARTICLE V
OFFICERS

Section 1. Designations. The officers of the Corporation shall be chosen by majority vote of the Board of Directors at the Annual Meeting. Corporate officers may be members of the Board of Directors or non-members of the Board of Directors.

a. Secretary. The Secretary of the Corporation shall serve the board of directors. The secretary shall keep detailed minutes of the business and proceedings of all Regular, Special, and Annual Meetings held by the Board of Directors, including attendance, and recording of all votes and the proceedings of the meetings in a book to be kept for that purpose and shall perform like duties for the committees, if required, and shall post those minutes on the Corporation's public website no later than 48 hours after any given meeting. When directed by the Board of Directors, the Secretary shall file the annual report, and be empowered to authorize any change of the registered office or registered agent (or both) of the Corporation in the State of Idaho. The secretary may also serve as the Treasurer if so directed by the Board of Directors. He shall give, or cause to be given, notice of all special meetings of the Board of Directors, and shall perform such other duties as may from time to time be prescribed by the Board of Directors, the Chairperson of the Board, under whose supervision he or she shall act. He or she shall have custody of the seal of the Corporation, and he or she shall have authority to affix the same to any instrument requiring it, and, when so affixed, the seal may be attested by his signature. The Board of Directors may give specific authority to any other Officer to affix the seal of the Corporation and to attest the affixing thereof by his signature. The Secretary shall maintain an office as defined by the board that is available to the directors for the purpose of reviewing and safeguarding the Corporation's records, posting of notices, and any other purposes assigned by the board.

b. Treasurer. The Treasurer shall be responsible for the finances of the Corporation and shall make regular (meaning no less than quarterly) reports to the Board of Directors of the Corporation's balances of assets and liabilities, cash flow and profit and loss status. The Treasurer shall file or cause to file all tax returns for the Corporation. The Treasurer shall have the custody of the corporate funds and other valuable effects, including securities, and shall keep, or cause to keep, full and accurate accounts of receipts and disbursements in books belonging in such depositories as may from time to time

April 5, 2012

be designated by the Board of Directors. He or she shall disburse or cause to disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairperson of the Board at regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

- c. The Executive Director. The executive Director is an ex-officio (non-voting) officer of the Corporation and an employee who shall serve as the principal of the school, shall be subject to the direction of the Board of Directors, and shall have general charge of the business, affairs and property of the Corporation and general supervision over its employees and agents, and with the approval of the board may hire and terminate employees. The Executive Director shall be a liaison to the board and see that all orders and resolutions of the Board of Directors are carried into effect. It is the duty of the Executive Director to carryout the intent of the the Bylaws and Articles of the Corporation. The Executive Director shall also insure that all reports that are required to be filed with the Chartering Authority are filed timely. The Executive Director shall have full power and authority to act on behalf of the Corporation ONLY when specifically directed to do so by the consent and will of a majority of the Board of Directors. Such consent when given shall be given by an approved motion and shall be duly noted in the minutes of the meeting. Such actions shall be limited to the execution of contracts, attendance at meetings, or to act as a representative of the Board at such times and places as directed by the Board of Directors. In any such circumstances the Executive Director shall possess and may exercise only those rights and powers delegated to him or her by the Board of Directors as described in this paragraph. The Executive Director shall serve at the will of the board and either the employee or the employer with or without cause can terminate the employment relationship at any time.

Section 2. Term of Office. All officers of the Corporation, except the Executive Director who serves with compensation at-will, shall be elected annually by the Board of Directors at the Annual

Meeting. Any number of offices may be held by the same person, unless the law or the Corporation's Articles and Bylaws provide otherwise. Officers who are not members of the Board of Directors shall be ex-officio (non-voting) officers of the Corporation.

Section 3. Vacancies. If any vacancies occur in the officers of the Corporation, the Chairperson of the Board shall call for nominations to fill the vacancy. Such nominations may come from any member of the Board of Directors. Any nominations must be sustained by affirmative vote of a majority of the Board of Directors. Vacancies may be filled, or a new office created and filled, at any meeting of the Board of Directors.

Section 4. Removal. Any officer elected by the Board of Directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the Directors then in office.

Section 5. Compensation. Members of the Board of Directors shall not receive compensation nor shall employees of the corporation serve as voting members of the Board of Directors however they may serve as ex-officio (non-voting) officers of the corporation.

ARTICLE VI
INDEMNIFICATION OF DIRECTORS,
OFFICERS, EMPLOYEES AND AGENTS

Section 1. General Indemnification. Reference is made to the Idaho Not-for-profit Corporations Law. Particular reference is made to the class of persons (hereinafter called "Indemnities") who may be indemnified by an Idaho corporation, namely, any person (or the heirs, executors or administrators of such person) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving the request of such corporation as a director, officer, employee or agent of all other corporation, partnership, joint venture, or other enterprise. The Corporation shall (and is hereby obliged to) indemnify the indemnities, and each of them, in each and every situation where the Corporation is obligated to make such indemnification pursuant to the aforesaid statutory provisions. The Corporation shall indemnify the indemnities, aid each of them, in each and every situation where, under the aforesaid statutory provisions, the Corporation is not obligated, but is nevertheless permitted or empowered, to make such indemnification, it being understood, that, before making such indemnification with respect to any situation covered under this sentence, the Corporation shall promptly make or cause to be made a determination as to whether each indemnity acted

April 5, 2012

to good faith aid in a manner such Indemnities reasonably believed to be in or not opposed to the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that such indemnity's conduct was unlawful. No such indemnification shall 'be made (where not required by statute) unless it is determined that such indemnity's acted in good faith and in a manner such indemnity's reasonably believed to be in or not opposed to the best interests of the Corporation, and, in the case of any criminal action or proceeding, had no reasonable cause to believe that such Indemnity's conduct was unlawful.

Section 2. Insurance. The Board of Directors may authorize the purchase of insurance on behalf of any director, officer, employee, or agent of the Corporation, or who while a director, officer, employee or agent of the Corporation is or serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against and incurred by him arising out of such person's position, whether or not the Corporation would have the power to indemnify such person against that liability under law.

ARTICLE VII INVESTMENTS

Section 1. Reinvestment. The Corporation shall have the right to hold, manage, invest and reinvest the property received by it, in the discretion of the Board of Directors and without being restricted to the class of investments which any Director is or may be permitted by law to make; provided, however, that no action may be taken by or on behalf of the Corporation if such action would result in the denial of the Corporation's income tax exemption under Section 501(c) of the Internal Revenue Code

Section 2. Commingling. Upon receipt of any property, the Board of Directors may in its sole discretion, subject to any limitations by law or the Corporation's Articles or Bylaws, co-mingle property with any other assets of the Corporation or hold such property as a separate fund if the Board determines that such segregation is in the best interests of the Corporation.

ARTICLE VIII EXEMPT ACTIVITIES

Section 1. Maintaining Exempt Status. Notwithstanding any other provision of these Bylaws, no Director, officer, employee or other agent or representative of the Corporation shall take any action

April 5, 2012

for or on behalf of the Corporation if such action is not permitted under Section 501(c)(3) of the Internal Revenue Code and that in the event of dissolution the remaining assets of the corporation shall be distributed to the Authorizing Chartering Entity (ACE) (See Article XI Section 1).

ARTICLE IX
GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be as determined from time to time by the Board of Directors, but shall initially be from July 1st to June 30th.

Section 2. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words "Corporate Seal" and "Idaho".

Section 3. Invalid or Unenforceable Provisions. The invalidity or unenforceability of any particular provision of these Bylaws shall not affect the other provisions hereof, and these Bylaws shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 4. Public Records and Open Meetings. The Board of Directors shall abide by the Public Records Act and Open Meetings Law of the State of Idaho.

ARTICLE X
AMENDMENTS

Section 1. Amending Bylaws. The Board of Directors shall have the power to make, alter and repeal these Bylaws, and to adopt new bylaws, by an affirmative vote of a majority of the whole Board of Directors, provided that the Corporation's Charter Authorizer has given it's approval of the changes. A notice of the proposal to make, alter or repeal these Bylaws, or to adopt new bylaws, shall be included in the notice of the meeting of the Board of Directors at which such action takes place.

ARTICLE XI
DISSOLUTION

Section 1. Dissolution. Upon dissolution of the Corporation, assets shall be distributed to creditors pursuant to Sections 30-3-114 and 30-3-115 of the Idaho Code. All remaining assets must be distributed to the authorized chartering entity.

SECRETARY'S CERTIFICATE

April 5, 2012

I, Heather Lorimer, Secretary of the Summit Public Charter School, Inc. (hereafter, the "Corporation"), an Idaho non-profit corporation, DO HEREBY CERTIFY that the foregoing is a true and correct copy of the Corporation's Bylaws as adopted by the Board of Directors of the Corporation at a meeting held on the 9th day of January, 2012.

Signed: Heather L. Lorimer

Date signed: 3/7/12

Appendix-C

April 5, 2012

DISTRICT COURT
SIXTH JUDICIAL DISTRICT
STATE OF IDAHO

Jay Bingham
Jury Commissioner
Phone (208) 236-7334

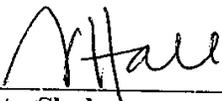


Bannock County Courthouse
P.O. Box 6094
Pocatello, ID 83205

**AFFIDAVIT CERTIFICATION
OF SIGNATURES**

STATE OF IDAHO)
)ss
COUNTY OF BANNOCK)

I, Victoria Hall, Deputy Clerk for Bannock County, hereby certify that 13
signatures on this petition are those of qualified electors.



Deputy Clerk

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: Summit Public Charter School Inc.
 School District Where New Charter School will be Physically Located: School district 25 Pocatello ID

- 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
11 EUBANK, WORTLEY	<i>[Signature]</i>	565 McKinley Ave	Pocatello	232-6530	11-12-2010
12 Alan Worley	<i>[Signature]</i>	565 McKinley Ave	Pocatello	757-0031	11-12-2010
13 <i>[Signature]</i>	<i>[Signature]</i>	505 McKinley Ave	Pocatello	232-0530	11-13-2010
14 Terr Zaudy	<i>[Signature]</i>	118 7th	Pocatello	233-5895	11-17-2010
15 SHARNE, KRASSIN	<i>[Signature]</i>	4310 MCKINLEY AVE.	Pocatello	233-4387	11-17-2010
16 Keva Toland	<i>[Signature]</i>	344 Roseville	Pocatello	232-5382	11/17/10
17 Megan Worley	<i>[Signature]</i>	802 McKinley Ave	Pocatello	234-3768	11/17/10
18 Keri Sutton	<i>[Signature]</i>	117 Wilson Ave	Pocatello	479-8769	11/17/10
19 MINDY CLARK	<i>[Signature]</i>	350 W. Market St.	Pocatello	241-2927	11/17/10
10 Amber Smor Karen	<i>[Signature]</i>	900 McKinley Ave. Bldg C	Pocatello	260-7585	11-17-10
11 Denise Lars	<i>[Signature]</i>	390 Roseville	Pocatello	291-5349	11-17-10
12 Lisa Hargraves	<i>[Signature]</i>	579 McKinley Ave.	Pocatello	233-1217	11/17/10
13 Katherine Bellhorn	<i>[Signature]</i>	205 W. Roseville	Pocatello	206-2444	11/17/10
14 Patricia Jones	<i>[Signature]</i>	412 7th Ave	Pocatello	241-3879	11-17-10
15 Madelyn Dault	<i>[Signature]</i>	397 Roosevelt Ave	Pocatello	589-7581	11-17-10

13

April 5, 2012

DISTRICT COURT
SIXTH JUDICIAL DISTRICT
STATE OF IDAHO

Jay Bingham
Jury Commissioner
Phone (208) 236-7334



Bannock County Courthouse
P.O. Box 6094
Pocatello, ID 83205

**AFFIDAVIT CERTIFICATION
OF SIGNATURES**

STATE OF IDAHO)
)ss
COUNTY OF BANNOCK)

I, Victoria Hall, Deputy Clerk for Bannock County, hereby certify that 11 signatures on this petition are those of qualified electors.



Deputy Clerk

Petition to Establish a New Idaho Public Charter School

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 School District Where New Charter School will be Physically Located

Summit Public Charter School Inc.
 School District 25 Pocatello, ID

- 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
N.P. 16 Spontaneous Soft	Spontaneous Soft	935 Village	Poc.	339-1090	11-15-10
N.P. 17 Spontaneous Soft	Spontaneous Soft	941 Village	Poc.	233-1742	11-15-10
N.P. 18 Spontaneous Soft	Spontaneous Soft	942 Village	Poc.	233-6084	11-15-10
N.P. 19 Spontaneous Soft	Spontaneous Soft	946 Village	Poc.	478-4436	11-15-10
N.P. 20 Spontaneous Soft	Spontaneous Soft	1309 Meadow	Poc.	234-7029	11-16-10
N.P. 21 Spontaneous Soft	Spontaneous Soft	1320 Meadow	Poc.	235-5213	11-16-10
N.P. 22 Spontaneous Soft	Spontaneous Soft	1172 Meadow	Poc.	232-440	11-16-10
N.P. 23 Spontaneous Soft	Spontaneous Soft	1073 Meadow	Poc.	681-5041	11-16-10
N.P. 24 Spontaneous Soft	Spontaneous Soft	973 Meadow	Poc.	680-6071	11-16-10
N.P. 25 Spontaneous Soft	Spontaneous Soft	933 Meadow	Poc.	233-3196	11-16-10
N.P. 26 Spontaneous Soft	Spontaneous Soft	469 Meadow	Poc.	233-9068	11-16-10
N.P. 27 Spontaneous Soft	Spontaneous Soft	930 Meadow	Poc.	904-3274	11-16-10
N.P. 28 Spontaneous Soft	Spontaneous Soft	987 Meadow	Poc.	234-4142	11-16-10
N.P. 29 Spontaneous Soft	Spontaneous Soft	937 Meadow	Poc.	233-2452	11-16-10
N.P. 30 Spontaneous Soft	Spontaneous Soft	934 Meadow	Poc.	237-5855	11-12-10

(11)

April 5, 2012

DISTRICT COURT
SIXTH JUDICIAL DISTRICT
STATE OF IDAHO

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Jury Commissioner
Phone (208) 236-7334

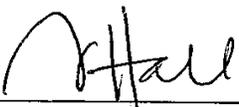


Bannock County Courthouse
P.O. Box 6094
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AFFIDAVIT CERTIFICATION
OF SIGNATURES

STATE OF IDAHO)
)ss
COUNTY OF BANNOCK)

I, Victoria Hall, Deputy Clerk for Bannock County, hereby certify that 05
signatures on this petition are those of qualified electors.



Deputy Clerk

Petition to Establish a New Idaho Public Charter School

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Name of Proposed New Charter School	School District Where New Charter School will be Physically Located		Elector's Printed Name	Elector's Signature	Street Address	City	Telephone	Date
Summit Public Charter School inc.	School District 25 Pocatello, ID							
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.								
			1 Jason Flais	<i>Jason Flais</i>	1491 Astoridge Ave	Pocatello	208-380-9933	10/21/10
			12 Heath Michael	<i>Heath Michael</i>	1528 Av's Ct	Pocatello	208-237-1856	10/21/10
			13 Brad Rasch	<i>Brad Rasch</i>	155 E. Grand St	Pocatello	208 244-2723	10/21/10
			14 Lane Bassett	<i>Lane Bassett</i>	155 E. Grand St	Pocatello	208 380 9800	10/21/10
			5 Ryan Bennett	<i>Ryan Bennett</i>	4739 Kinnick Ct	Pocatello	208 220 3925	10/21/10
			6 Ann Beach	<i>Ann Beach</i>	4739 Kinnick Ct	Pocatello	208 220 4182	10/21/10
			7 Heather Lorrimer	<i>Heather Lorrimer</i>	1030 Sundares	Pocatello	208-209-0211	10/21/10
			18 Juana Norris	<i>Juana Norris</i>	934 Wayne Ave	Pocatello	237-5855	10/21/10
			9					
			10					
			11					
			12					
			13					
			14					
			15					

5

April 5, 2012

DISTRICT COURT
SIXTH JUDICIAL DISTRICT
STATE OF IDAHO

Jay Bingham
Jury Commissioner
Phone (208) 236-7334

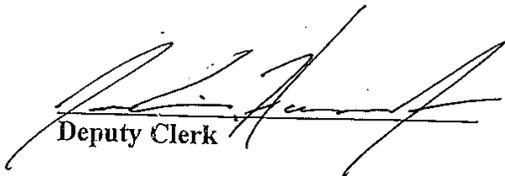


Bannock County Courthouse
P.O. Box 6094
Pocatello, ID 83205

AFFIDAVIT CERTIFICATION
OF SIGNATURES

STATE OF IDAHO)
)ss
COUNTY OF BANNOCK)

I, Victoria Hall, Deputy Clerk for Bannock County, hereby certify that 4 signatures on this petition are those of qualified electors.


Deputy Clerk

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		Summit Public Charter School.			
School District Where New Charter School will be Physically Located		School District 25, Pocatello, ID			
<ul style="list-style-type: none"> 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 Kaysee Thirumana	<i>Kaysee Thirumana</i>	605 S. 19th Ave	Pocatello	208-251-2745	11-30-2010
2 Anthony Steed	<i>Anthony Steed</i>	875 Jones Drive	Pocatello	208-237-8945	11-30-2010
3 Robert Meredith	<i>Robert Meredith</i>	1601 Melrose Circle	Pocatello	208-232-6896	11-30-2010
4 Debra D. Niemann	<i>Debra D. Niemann</i>	875 Jones Dr.	Pocatello	208-237-8945	11-30-2010
5 Amber Gilbert	<i>Amber Gilbert</i>	883 Jones Dr.	Pocatello	208-238-1365	11-30-2010
6 Travis Gilbert	<i>Travis Gilbert</i>	883 Jones Dr.	Pocatello	208-238-1365	11-30-2010
7					
8					
9					
10					
11					
12					
13					
14					
15					

Appendix-D

Opportunities to Get Involved

Join an Executive Board Sub-Committee focusing on the following 8 Strategic Goals:

- Programmatic Development
- Human Resources
- Facilities and Equipment
- Fundraising
- Fiscal Management
- Marketing and Public Relations
- Enrollment
- Parent Teacher Organization /PTO

Board of Directors:
 Heather Lorimer
 Greg Smith
 Susan Hall
 Rich Kirkham
 Heath Mitchell
 Jonathan Braack

One factor of the school opening is the amount of interest shown by the community. Please take our quick interest survey and stay updated at:

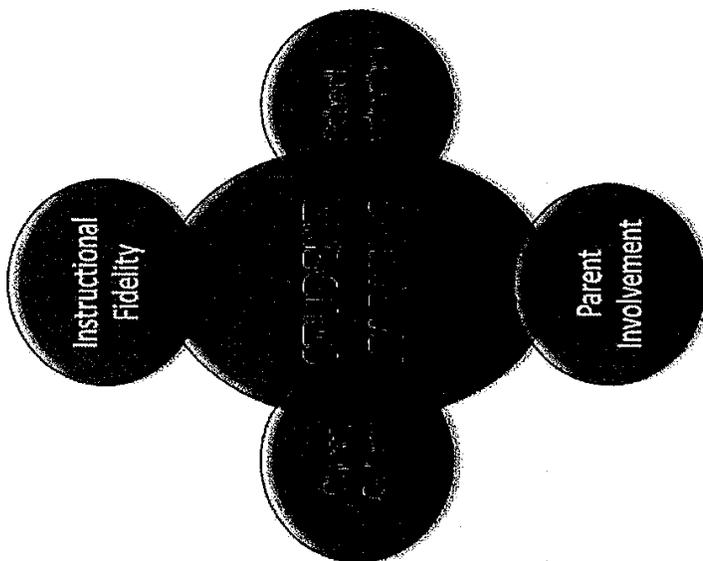
www.gosummit.org
 Call 208-220-7371 for more information!

Rigorous and Advanced Curriculum

Our curriculum and its delivery are based on direct instruction. Further, the curriculum is aligned from grade to grade. Teachers use the same curriculum model, using their own expertise and style to provide consistent instruction towards the skills and concepts from grade to grade. Such vertical alignment ensures that a coherent system of learning exists. The results of direct instruction are well documented among researchers and practitioners. Our focus on building knowledge enables students to develop their capacity to apply, analyze, synthesize, and evaluate. This incorporates both information acquisition and skill development as requirements for students.

Our curriculum extends student learning through designating Idaho Content Standards as essential to Grade level, or accelerated. Teachers design instruction based the level of objectives they are helping students achieve. Thus, our students are approximately one grade level ahead, and sometimes more, with respects to curriculum content. Further, we do not separate the development of character in students from the development of their academic skills.

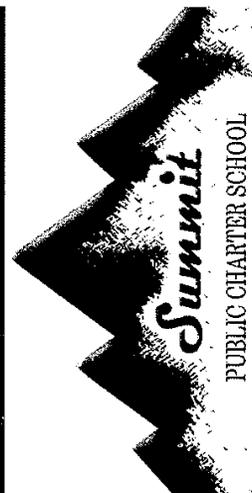
All students deserve to have a rigorous education, within a safe and kindness oriented environment. As seen below, all stakeholders of Summit Charter School play direct roles in preparing students to be productive citizens with the skills necessary for higher education and obtaining satisfying careers:



Summit Public Charter School

With High Expectations and Safety for Everyone!

A Free, Public K-8 School Option for Families in the Pocatello and Chubbuck Communities



What is Summit Charter School?

Summit Charter School is a free public school option for parents in Pocatello, Chubbuck, and surrounding communities. Summit Charter School is a replication in philosophy, culture, and curriculum, of its successful sister school, The Academy at Roosevelt Center.

Summit Charter School is governed by an executive board of directors, consisting of local parents who are driven by the need to provide parents with innovative choices for education. The Board receives regular and ongoing training for continuous improvement in the governance process. The executive board is focused on strategic goals, goals which directly relate to the mission, vision, and philosophy of Summit Charter School.

In September of 2010, the governing board of The Academy at Roosevelt Center passed a resolution stating Summit Charter School may use the waiting list of the Academy, when approved to open. Thus, the initial enrollment for grades Kindergarten through 8th will take place via the waiting list of The Academy at Roosevelt Center. Parents may complete an application for one of the 285 seats available at Summit Charter School by filling out an application at the Academy at Roosevelt Center. Think about it: Your chances for entering one of the two schools doubles!

Our Mission, Vision, and Philosophy

Our Mission

Our mission is to enable students, within a physically and emotionally safe learning environment, to become competent, productive, confident, and responsible young citizens, by being exposed to an advanced curriculum through direct instruction and the "teach to the high" method. Thus, students will possess the character, attitude, skills, habits, and work ethic necessary to succeed in the workforce, and in their various life communities.



Our Vision

Our vision is that of a safe environment where all children feel safe and capable of learning, developing, and succeeding. We envision students succeeding because they are exposed to a dynamic character development model which is centered on shaping students' attitudes about kindness, respect, and responsibility, and thus being able to weave these attributes into their character. We envision all stakeholders having high expectations for students so that students will develop intellect, social skills, and strong character. We envision students responding to a rigorous education program consisting of a solid, proven, and well-paced curriculum. We have a vision for meaningful and consistent parent involvement, which will ensure students become the learners we envision.

Our Philosophy

We believe when students do not feel threatened physically, emotionally, or academically, and the curriculum is advanced and rigorous, their learning is proven to take place at an increased pace. We believe every child has the right to attend a public school free of bullying, taunting, and teasing. We believe every staff member deserves to work in a school free of bullying, gossip, professional isolation, and lack of administrator support. We believe such an environment is what is absolutely best for kids.

Culture Comes First

The culture of a school teaches. A culture of safety from threat, teasing, and other forms of bullying combined with an emphasis on respect and kindness provide the optimum environment for learning. Students learn by what they see, hear, and do. Thus, the adults in the school must embrace a commitment to living and modeling kindness and respect for all students and each other. Expectations are set and clearly communicated for the people working in the school, both students and adults. We are intentional about shaping students' behavior and attitudes. Respect and personal responsibility are visible in interactions between students and adults. For example, adults do not yell when discipline is needed. If adults are proactive regarding student conduct, they will not be prone to sudden anger. Instead, discipline is natural, and is provided without negativity, but with clear and direct attention and consequences. The adults are calm and respond in a matter of fact and supportive manner. Further, adults contribute to a positive and supportive culture for students through their words, deeds, and practices. Among both students and adults, gossip, destructive communication, and hurtful exchanges are not acceptable. Students are awarded and validated in a myriad of ways when they succeed, which contributes to the belief and practice of a "can do" attitude at Summit Charter School.

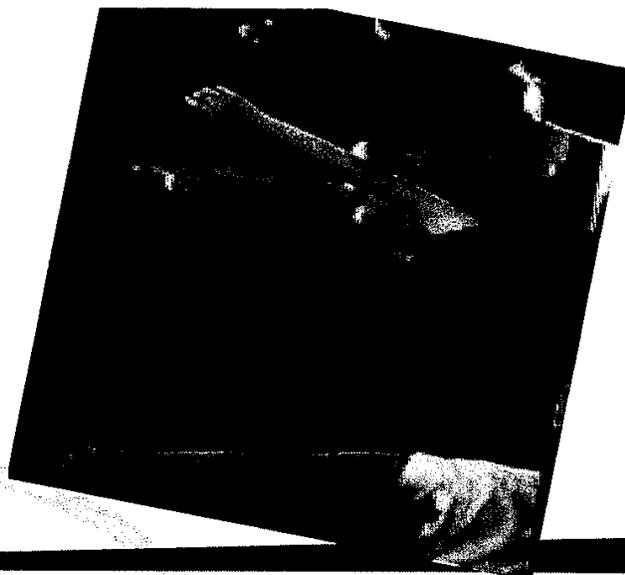
Making Learning Important and Personal to Kids....

Parent Involvement

Parents are vital to the ongoing education of their children. Summit Charter School is established as an innovative choice for parents. Staff at Summit Charter School value and respect the unique perspectives only parents can offer about their children. In a variety of circumstances, parents are considered members of the team, and work closely with staff to help adjust efforts being taken with their children. Yet, every student is held to the same high expectations as the other. Students do not receive special treatment, but are all considered equally accountable to the rules and expectations of the school. Parents learn the methods the teachers use, observe instruction in their child's classroom, and hold their children accountable for what their children learn. They further support their kids by seeing the value of specially selected homework, and ensure the children complete homework assignments. One way parents show support of the school is by providing several hours per month of volunteer service addressing a variety of needs of the school.

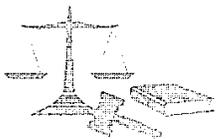
Special Education

Summit Charter School operates a fully functional special education program in alignment with state and federal guidelines for public school programs. Our Special Education staff view students with special needs as their highest priority. The Special Education model aligns seamlessly with core classroom instruction.



Appendix-E

April 5, 2012



ABLE LAW PC

Attorneys at Law

A. Bruce Larson

155 South Second Ave.

Telephone (208) 478-7600

P.O. Box 6369

Facsimile (208) 478-7602

Michael J. Morrissey

Pocatello, ID 83205-6369

January 9, 2012

Summit Public Charter School, Inc.
c/o Greg Smith
353 N 4th Ave
Pocatello, Idaho 83201

Re: *Summit Charter School Representation Agreement*

Ladies and Gentlemen:

This letter contains the conditions and terms of engagement for legal services of A. Bruce Larson and ABLE Law PC ("Attorney"), who will provide legal services to Summit Charter School ("Client"), on the terms set forth below.

SCOPE OF SERVICES. Client hires Attorney to provide legal services as General Counsel for client with specific matters or litigation to be determined on a case by case basis.

LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates for legal personnel are as follows:

A. Bruce Larson: \$150/hour office time, Court Appearances \$175/hour

Michael J. Morrissey: \$120/hour Court Appearances \$130/hour

Time is charged in units of 1/10 of an hour

The time charged will/may include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter will/may confer among themselves about the matter, as required and appropriate. When they do confer, each person will/may charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will/may charge for the time spent. Attorney will/may charge for waiting time in court and elsewhere and for travel time, both local and out of town.

Representation Agreement
Page 2 of 2
January 9, 2012

COSTS AND OTHER CHARGES. In General. Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items.

Out of Town Travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

Attorney will send Client periodic statements for fees and costs incurred, upon request by Client. If Client so requests, Attorney will provide one within 20 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. If the Client objects to any charges to be credited against the deposit, Client may notify Attorney within 10 days. If any statement carries a balance due, it shall be paid in full within 30 days after the date of such statement.



A. Bruce Larson

Client: Summit Public Charter School, Inc.

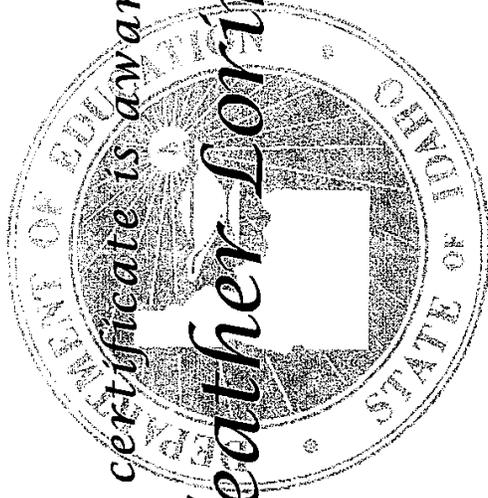
By _____ Dated: _____

Appendix-F

CERTIFICATE OF ATTENDANCE

This certificate is awarded to

Heather Lonimer



Idaho State Department of Education
Charter Start Workshop
October 4 - 5, 2010

Michelle Clement-Jayko
School Choice Coordinator

Appendix-G

JONATHAN BRAACK, M.Ed

j.braack@theacademyarc.com

PROFESSIONAL PROFILE

Visionary and innovative school administrator recognized for effective organizational leadership/ Proven and recognized ability to utilize interpersonal communications to establish meaningful relationships with stakeholders /Data-driven instructional leader loyal to current research, and effective teaching practices for faculty / Ability to facilitate next steps for and hold staff accountable to continuous school improvement / Driven to establish both trust and validation among faculty, staff, and especially students/ Trustworthy problem-solver with a talent to establish a vision for the school and its programs and obtain desired results /Consistent disciplinarian committed to determining consequences while establishing a vision of improvement for students / Dependable team player highly committed to holding parents accountable to partnerships for school involvement /Able to strategically balance collaborative and directive leadership

COMPETENCIES

Comprehensive experience with day-to-day management of school operations /Extensive experience with utilizing coaching cycles and teacher evaluation models for instructional improvement / Implemented and maintained instructional coaching cycles with teachers / Ability to develop and translate state/district policies and programs at the building level /Caseload management of student discipline /Ability to help staff develop and hold staff accountable to a Continuous Improvement goals /Talented in developing and guiding data-driven teams to assess and yield growth in student achievement / Hands-on experience and training in development of needs-specific Professional Development trainings /Recognized ability to develop and maintain a physically, emotionally, and academically safe school environment, vision, and culture as a leader

PROFESSIONAL EXPERIENCE

Vice-Principal / August 2009-Current / The Academy at Roosevelt Center /Pocatello, Idaho

- Performing various "District level" responsibilities including Human Resources, Title I management, and Curriculum and Instruction, and collaboration with various Idaho State Department of Education directors
- Implementing and holding staff accountable to using the school character and instructional program with fidelity
- Implementing instructional leadership by assuring adherence to the advanced curriculum and character-model
- Formal and informal coaching of classroom teachers toward best practices and high-yield teaching strategies
- Direct supervision of the implementation and execution of a successful Title I Reading Intervention program
- Direct supervision and coaching for classroom education assistants with support and academic intervention
- Team Leader of the RTI inspired Problem Solving Team consisting of a Director of Special Education, Title I Reading Coordinator/Spalding Coach, two testing and data management staff, and respective teachers
- Direct supervision of the parent involvement/parent support program
- Responsible for building and managing the master schedule tailored to optimize instructional time
- Responsible for holding students accountable to the character and academic model of The Academy including shaping the attitudes and dispositions of students regarding their behavior
- Performing self-reflection and instructional improvement-driven evaluations of teachers
- Providing ongoing training and dialogue with staff to use different forms of student achievement data to drive decisions about instruction and intervention
- Providing supervision as the ISAT Coordinator
- Have written and am writing several successful grants directed at sustaining educational program fidelity

Chairman of the Board of Directors, Summit Charter School, Inc. /Pocatello, Idaho

- Providing leadership, guidance, and direction as chairman for the founding board members of the proposed Summit Charter School
- Wrote the entirety of the 70 page Charter document for Summit Charter School, including the education program, the achievement goals, and the comprehensive portfolio of elements of daily, monthly, and yearly school operations
- Worked in collaboration with fellow directors to develop the marketing plan, business plan, and operational budget for Summit Charter School
- Worked in collaboration with fellow directors to design, plan, and execute the first of four public informational open houses for Summit Charter School
- Also currently functioning as the Public Relations officer of the Board

Project and Program Manager, Dissemination Support Grant for The Academy ARC/ August 2010-Current

- Designed and wrote the entirety of the 50 page dissemination grant proposal, which became one of only two proposals accepted for the grant in the state of Idaho
- In collaboration with and supervision of two teachers at The Academy, developed a training and implementation plan for improving teachers' reading instruction and students' reading achievement, and implementing and improving Professional Learning Communities for another school district

- Directly participating in training and mentoring the Superintendent, elementary principal, Title I director, and elementary teachers of North Gem School District with the reading instruction and PLC implementation plans and progress
- Responsible for all financial transactions, planning, and attainment of the project goals of the grant project
- Responsible for the comprehensive evaluation of the project including data collection, executive summaries to the Idaho State Department of Education, and year-end evaluation of the project

Consultant and Trainer, Sugar-Salem School District/ September 2009/ Sugar City, Idaho

- Provided a two day training and instruction session for Sugar-Salem elementary and junior high teachers entitled, "Reading and Literacy Across the Curriculum"
- On a different occasion, provided a morning session to the entire Sugar-Salem School District including superintendent, principals, teachers, and specialists addressing Conflict Resolution and Professional Relationships

Principal / August 2008-August 2009 / Artz-Fox Elementary School /Mabton, Washington

- Served as head principal for 70 staff members and 550 students in a Title I school with a 97% Hispanic population
- Lead a team of administrators comprised of an Assistant Principal, Director of Special Education, Director of Student Learning and Data, and Reading and Learning Coach
- Selected and am facilitating a school improvement team comprised of certified staff which has continuous oversight and decision-making for the school improvement plan
- Aligned School Improvement Plan to District Improvement Goals
- Held staff accountable to comprehensive school improvement plan for measured growth in student achievement
- Used multiple forms of student and staff data to drive decisions for modifying and improving instruction and yielding growth in student achievement
- Fascinated in the incremental implementation of RTI, Response to Intervention, to maximize use of interventions to strengthen students' phonics, decoding, comprehension, and reading fluency skills
- Accountable for implementation and systemic use of Sheltered Instruction Observation Protocol (SIOP) instructional strategies for English Language Learners in a Hispanic population of students
- Sponsored staff members student-focused peer collaboration in Professional Learning Communities using Richard DuFour's model for PLCs
- Provided professional development for staff members to strengthen abilities to achieve the goals of the school improvement plan
- Conducted classroom walkthroughs as part of walkthrough coaching cycles for teachers to align teaching practices with a systemic vision for rigorous instruction
- Executed Administrative practices with the coaching and tutelage of an administrative coach and a school improvement facilitator/coach
- Accountable for all managerial operations of the building, including those of instruction staff, and all clerical and para-educational staff
- Facilitated a parent group from the community to help parents become more involved in the school community and the instructional practices of teachers
- Conducted self-reflection and instructional improvement driven evaluations of teachers
- Direct oversight over building budget expenditures, balancing the building budget, and expending monies towards that which will yield the most growth in student achievement
- Worked directly with multiple public agencies to ensure equitable education for minority students

18 Month Internship, Vice-Principal / January 2007-June 2008 / Pocatello High School / Pocatello, Idaho

- Extensive training and experience with student discipline procedures and caseloads
- Extensive training and experience with student attendance/truancy procedures and caseloads
- Participant in weekly principals' administrative meetings with three building principals
- Member, District Principal Task Force to redesign the attendance/tardy policies for nine schools
- Administrative Chair, 'Clear and Focused Mission and Vision' Correlate Group, Effective Schools
- Curriculum Development including Vertical Alignment and District Semester Finals for multiple grades
- Executed Formative and Summative teacher evaluations using the District's Instruction Evaluation model
- Developed, organized, and executed Professional Development training for faculty and staff
- Member, Building Leadership Team, Pocatello High School
- Co-Chair, Pocatello High School C.A.R.E. Team for students with emotional/substance abuse
- Executed Total Instructional Alignment model and "Role-Out" for K-12 grades curricula for 9 Idaho districts
- Development, Scheduling, and Supervision of student curricular and extra-curricular activities

PROFESSIONAL EXPERIENCE CONT'D

- Participation in numerous public relations roles for the Pocatello/Chubbuck area
- Administrative member, Parent Advisory Council for Pocatello High School
- Administrative member, Partnership Schools Committee for overseeing the implementation of student teachers and interns from Idaho State University into 21 elementary and secondary schools
- Decision-making member of five separate hiring committees for positions of multiple disciplines
- Participant in numerous multicultural school and community events for Latino and Native American students a

English Teacher , 10th 11th 12th grades / June 2006-June 2008 / Pocatello High School, Pocatello, Idaho

- Innovatively aligned teaching pedagogy to curriculum goals while helping student develop life-skills
- Senior Class "Teacher of the Year," 2007
- Mentored students with their writing in preparing for numerous writing contests in the community and region
- Co-Winner, 2008 Pocatello/Chubbuck School District 25 Simplot "Inspirational Teacher of the Year"
- Speaker, Morning Graduation Commencement Ceremonies, May 2008

English Teacher, 7th Grade ~ June 2005- August 2006 ~ Payson Middle School, Payson, Utah

- Received one full school year of mentorship from a successful middle school teaching mentor
- Taught 150 7th grade students using district curriculum
- Member, Peaceable Schools Partnership Committee, Nebo School District/Brigham Young University

EDUCATION

B.A./Bachelor of Arts

English Teaching

3.2 G.P.A.

August 2001- August 2005

Brigham Young University, Provo, Utah

M.Ed./Master of Education

Education Administration and Organizational Leadership

3.976 G.P.A.

May 2006 - May 2008

Grand Canyon University, Phoenix, Arizona

CREDENTIALS

Idaho Professional Educator License

Endorsement for *Principal*: Grades K-12

Endorsement for *English Teaching*: Grades 6-12

Expiration Date: 2014

PROFESSIONAL DEVELOPMENT

Implementing Response to Intervention, Idaho State Department of Education, November 2010, February 2011

CORE Literacy, September, 2009

Response to Intervention, Rd, Coeur d'Alene, Idaho, April, 2009

School Improvement Facilitation Training, Office of the Superintendent of Public Instruction, Washington

Continuous Training with a state provided School Improvement Facilitator, 2008-09

Training one full day per week by a district funded external Administrative Coach, August 08-February 09

Learning by Doing: Professional Learning Communities at Work, Richard DuFour

Next Steps for Initiating Change in Public Schools, Bill and Melinda Gates Foundation, Seattle, WA

Effective Schools, Dr. Larry Lazotte, sponsored by the Intermountain Center for Education Effectiveness, Aug. 2007

PROFESSIONAL REFERENCES

Teresa Jackman

Director, Title I and Reading Coach The Academy ARC, Pocatello, ID..... 208-232-1447 Office/208-251-4916 Cell

Joel Lovstedt

Principal, The Academy ARC, Pocatello, Idaho.....208-232-1447 Office/208-220-7372 Cell

Kelly Watson

Teacher, The Academy ARC, Pocatello, Idaho.....208-232-1447 Office/208-317-3805 Cell

Jamie Holyoak

Superintendent, North Gem School District #149, Bancroft, Idaho..... 208-648-7848 Office/208-252-0879 Cell

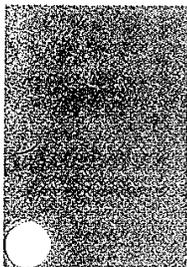
Heidi Lyons, Ed.D

Principal, Jefferson Elementary School /District #25, Pocatello, ID.....208-233-2056 Office/208-380-0795 Cell

Chuck Zimmerly, Ed.D

Director, Intermountain Center for Education Effectiveness, ISU.....208-282-3202 Office

April 5, 2012



Sandra Pasiero-Davis

Superintendent, Mabton School District, Mabton, WA509-894-4852 Office/509-831-9609 Cell

Jay Tyus

Principal, Mabton High School, Mabton, WA509-894-4951 Office/509-894-5288 Cell

Scott Fisher

Director of Special Education, Mabton School District, Mabton, WA509-894-4941 Office/509-781-2016 Cell

RESUME

March - 2011

RICHARD D. KIRKHAM

Owner and Corporate officer of *Dale's Inc., Commercial Real Estate Services*, P.O. Box Pocatello, Idaho 83201

Home: Richard D. Kirkham
8055 N. Prospector Hollow
Pocatello, Idaho 83201
(208) 233-7625
Email: Rich@RichKirkham.com

Office: Garrett Business Park
2055 Garrett Way, Bldg 1, Suite 2
P.O. Box 4026
Pocatello, Idaho 83205
Work: (208) 232-6886
Fax: (208) 232-6571



EDUCATION

- B.A., Business Administration, Brigham Young University, Spanish minor; 1980
- M.B.A. Graduate Studies, Idaho State University; 1984
- Licensed Idaho Real Estate Professional; 1985

PROFESSIONAL EXPERIENCE (Current)

- Corporate Officer, stockholder, Dale's Inc., *Commercial Real Estate Services*, Pocatello Idaho. Experience includes overseeing real estate development projects, negotiating and maintaining real estate leases and contracts, and evaluating all real estate acquisition and selling activities while maintaining customer relations for the company. Oversees a staff of 10 people that supervise sub-contractors and project managers on various construction projects and other aspects of property management and development. Responsible for 77 commercial tenants and 33 company-owned properties. The company is an Idaho licensed General Contractor specializing in commercial real estate development since 1986.
- Director, GO LLC *Property Holding Company*, Pocatello, Idaho.
- General Partner, *Onidah Limited Partnership*, Pocatello Idaho.

PROFESSIONAL EXPERIENCE (past)

- Big A Auto Supply, Co., Inc, Pocatello, Idaho - Owned and operated a chain of auto parts stores in Southeast Idaho that specialized in automotive paint and refinish products, custom and high performance aftermarket parts and accessories, and general new and used auto parts supply. Pioneered computerization and point of sale inventory control in the automotive jobber sector during the personal computer revolution; 1980 – 1990

April 5, 2012

- ADS - Automotive Data Solutions. Developed, licensed, and distributed a proprietary software product designed to meet the needs of small automotive jobbers in an emerging computer market environment. The product allowed small business to be more competitive by converting manual data operations to computerized functions; 1990 – 1994
- HPM - High Performance Management. Developed a training program for the automotive industry designed to help auto parts store owners and managers improve routine functions of store management. Program included writing a business plan, power selling, simplified collections, employee motivation and retention, growth and strategic planning, and customer retention. The National Automotive Trainer's and Manager's Counsel recognized the Program for excellence and the program won a national award and was recognized in Chicago, IL as "Training Program of the Year"; 1989
- Success Training Institute. Developed and published a motivational training course entitled, "How to Get Where You're Goaling!" Marketed the product, coached individuals and taught group seminars in goal achievement strategies; 1987 - 1992

PROFESSIONAL & COMMUNITY SERVICE ACTIVITIES

- Summit Charter School; Board of directors 2011
- Founder of The Academy (ARC) Charter School; 2005
- Bannock Development Corporation (BDC); Board of Directors; 2007 – present
- Greater Pocatello Chamber of Commerce; board of directors; 2003 to 2009
- Industrial Lands; Board of Directors; 1998 – present
- Idaho Civic Symphony; Board of Directors; 2007 - present
- Pocatello Rotary Club; Board of Directors 2011; Member since 2004
- Valley Pride, Community beautification organization; Board of Directors 2004 – 2007.
- Candidate for Idaho House of Representatives; 2006
- Idaho Central Credit Union Task Force Committee; 2002 to 2009
- Chairman of The Idaho Voice for Responsible Government (IVRG); 2002 - 2004
- President of American Society of Training and Development (ASTD), Southeast Idaho Chapter; 1989-1992
- Scoutmaster, Boy Scouts of America; 1980 – 1989, and 2005 - present

April 5, 2012

Heath Mitchell

1528 Avis Ct.
Pocatello, ID 83202
(208) 705-4517
hhcoopmitch@yahoo.com

EXPERIENCE:

2002 to present **Zions Bank, Pocatello, Idaho**
Commercial Relationship Manager, July 2005 – Present

- Develop and maintain a wide variety of commercial relationships including commercial loans and/or commercial deposit accounts
- Obtain quality new business through client and prospect calls, referrals, and cross selling efforts.
- Responsible for thoroughly interviewing loan applicants to determine loan structuring, credit worthiness, and financial stability
- Responsible for the monitoring of commercial relationships to ensure that all loans and accounts are being handled as agreed
- Cross sell all other bank products as needed

Customer Service Manager, November 2003 – July 2005

- Responsible for the management of a seven person staff, including hiring, reviewing, and counseling when needed
- Assign work schedules to ensure adequate customer service coverage
- Ensure branch is in compliance with all bank policies and prepares branch for internal audits
- Respond to more complex customer complaints and questions
- Communicate and manage promotional campaigns and product initiatives
- Develop relationships with business clients, including commercial loans and/or business deposit accounts

Personal Banker & Sales Liaison, October 2002 – November 2003.

- Facilitate the consumer loan process for clients from application to closing, including home equity loans, home refinance Loans, land or lot loans, auto loans, and personal loans
- Open new deposit accounts
- Cross-sell all banking needs, including loans, deposit accounts, insurance, and investments
- Handle all teller duties, including account transactions, account maintenance, and client inquiries
- Organize contests and promotions to promote products and services

2001 to 2002 **Scout Mountain Archery Equipment, Pocatello, Idaho**
Sales Representative

- Communicated directly with customers to take orders, answer questions and collect payments
- Attended trade shows to display and sell new products to distributors and dealers

2000 to 2002 **WMA Securities, Idaho Falls, Idaho**
Financial Consultant

- Obtained Idaho Life Insurance License and Series 6 & 63 Securities License for purposes of selling investments and insurance

EDUCATION:

Idaho State University, Pocatello, Idaho. September 1999 – December 2003.

- Achieved a Bachelor of Business Administration with a degree in Finance.
- Gained valuable knowledge about the financial sector of our economy.

April 5, 2012

John G. Smith

2505 Marilyn
Pocatello, ID 83201
(208)237-3503
Payton442@hotmail.com

Objective: Inform Charter School Board of my qualification as founder

Education: BS Engineering Idaho State University 1979
BBA Business Administration Idaho State University 1979

Experience: AMI Semi-conductor, Pocatello from 1979 -1992
Fabrication Section manager 1979-1985
Marketing and Product manager 1985-1992

Ameriprise Financial Advisor from 1992-Present

I am an independent contractor and have built my practice for the last 19 years with a focus on retirement planning, tax planning strategies, investments, and related financial planning. My goal has been to establish solid relationships with each of my clients, and ensure that all decisions are made for their benefit.

In addition to my role as a financial advisor I have spent 35 years in church management by filling the roles of President of the Church, Head of the Board of Elders and President of the Parrish Planning.

I am married with 3 children - 2 are grown and have families of their own. I have adopted a child who is 9 years old and in the 5th grade. I have a long standing interest in education and believe that I instilled that love with my children. My two older daughters are graduates of ISU. They are both employed in and around Pocatello. I am hopeful that my youngest daughter, as well as my grandchildren will attend Summit Charter School.

References

Ron Petersen CFP
Financial Advisor
353 N 4th
Pocatello, ID 83201

George Katsilometes CFP
Financial Advisor
353 N 4th
Pocatello, ID 83201

April 5, 2012

Susan R. Hall
779 Fir St.
Pocatello, ID. 83201
(208)339-1411

Objective

Providing high quality education to our students, and being dedicated to the financial success of the school as a Board member.

Summary of Achievements

- Strong background in sales, marketing, merchandising, and staff development.
- Insurance License (state of Idaho, inactive).
- Certified Dental Assistant (DCA from ISU).
- CEO First Impressions Handcasts.
- Team captain for "Relay for life", raising several thousand dollars towards cancer research.
- Most importantly have a handsome loving Husband of nine years and three children.

Experience

Founded First Impressions Handcasts in 2005, and have since grown and developed the company into a 15 franchise chain. First Impressions Handcasts is the largest Handcasting Company in the USA.

Member of the Gate City Rotary Club for 2 years, recipient of the "new member of the year" award.

Have served in church leadership positions for 8+ years, including the following:

- President of Primary Organization
- First Counselor in Primary Organization
- Various other positions in the Primary Organization

Summit Public Charter School founding member.

April 5, 2012

Heather Lorimer

1630 Sundance Pocatello, Id 83201

(208)269-0211:lheather269@gmail.com

Professional Summary

Dependable Educational Assistant with over 20+years experience in working with children of all age groups. Committed to providing a safe harbor for learning.

Qualifications

- Effectively works with parents, board, Staff, and general public Outstanding Social skills
- Community Involved Strong Collaborator

Experience

Educational Assistant

August 2007-present

The Academy Charter School-Pocatello, Idaho

Combined discipline plan with effective measures and various lesson plans to increase concentration, participation, and progress student accountability.

Owner/Manager

Peanuts Daycare

Nov.1994-Mar.2001

Owned and operated a successful child care center. Responsible for 40 kids and 5 employees. Took care of all the scheduling and bookkeeping, organization of all daily activities, and trained and mentored all employees on good business practices.

Education

Pocatello High School,1992

Pocatello,Idaho USA

Diploma

Over

April 5, 2012

Certifications

Para-Professional Certificate, 2008

Community Involvement

Board of Directors, The Academy Harbor Foundation, Mar 2010-present

Responsible for coordinating community fundraisers

work closely with Chamber of Commerce to promote strong ties with the community

find and write all types of grants for our schools to successfully raise 100K

Parent Volunteer, Aug 2002-present

Church Volunteer, July 1988-present

Key words

Community Involvement, Critical Thinking, Goal Setting and Implementation, Grant Writing, Public Relations, and Parental Participation.

Appendix-H

SUMMIT CHARTER SCHOOL

COMPUTER/NETWORK ACCEPTABLE USE POLICY

GENERAL VIEWS OF SUMMIT CHARTER SCHOOL TOWARD COMPUTER USAGE

In harmony with the mission of Summit Charter School to preserve a safe working and learning environment, the following policy is in place insure best practices and professional conduct regarding computer, internet, and in-house network usage.

INTERNET/ON-LINE CONDUCT

1. The User is expected to abide by generally accepted rules of network etiquette, including, but not limited to:
 - a. Be polite.
 - b. Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Do not get abusive in your messages to others.
 - c. Illegal activities, including "hacking," are strictly forbidden.
 - d. Do not reveal personal information of others and be cautious when revealing your own personal information (credit card numbers, social security number, home address, phone number, etc.)
 - e. Do not use the network in such a way that you would disrupt the use of the network by other Users.
 - f. All communications and information accessible via the network should be assumed to be private property of Summit Charter School.
 - g. Do not submit, publish, or display any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material; nor encourage the use of controlled substances. Summit Charter School does not condone or permit the use of such materials in the school environment. A user knowingly bringing such materials into the school environment will be dealt with according to the discipline policies of Summit Charter School, and such activities may result in termination of access to Summit Charter School's computer Network, termination of employment, and/or school expulsion.
 - h. Do not transmit materials, information or software in violation of any local, state or federal law or Summit Charter School policy.
2. Any action by the User that is determined to constitute inappropriate use of Summit Charter School's network or to improperly restrict or inhibit other users from using Summit Charter School's network is strictly prohibited and may result in disciplinary action.

3. The User specifically agrees to indemnify Summit Charter School and the administrators for any losses, costs, or damages, including reasonable attorneys' fees, relating to, or arising out of any breach of this agreement by the user.

4. Summit Charter School's computer network is to be used by the User for his/her professional/educational benefit. Commercial uses, such as promoting or advertising any business, are strictly prohibited.

- a. Summit Charter School's computer network may not be used to promote any political or charitable cause or organization, including soliciting of funds, unless it is a school related and sanctioned cause.
- b. Personal use by the User is to be limited to time when the user is not providing paid services for Summit Charter School.
- c. Use of the network is a privilege, not a right.
- d. Inappropriate use will result in the removal of privileges.
- e. Unauthorized equipment connected by the User to Summit Charter School's computer network, harmful to network performance, is not allowed.
- f. The User may not attach any equipment or cabling that may cause Summit Charter School's computer network to be out of accepted network specifications. Any such equipment will be removed when found.
- g. The user may not perform any maintenance of equipment connected to Summit Charter School's computer network, unless authorized by an Administrator, nor has the right to authorize such.
- h. The User can not install, connect, or use unauthorized equipment on Summit Charter School's computer network unless authorized by an Administrator.

5. The User agrees not to use the facilities and capabilities of Summit Charter School's Computer Network to conduct any business or activity or to solicit the performance of any activity that is prohibited by law or policy.

6. Because Summit Charter School's computer Network provides the Internet, (World Wide Web access), the user specifically understands that the Administrators and Summit Charter School do not have control of information residing on other systems. Measures to restrict minors' access to harmful materials include Internet filtering. Summit Charter School recognizes and advises the User's that no filter provides complete blocking of all harmful materials.

SOFTWARE LIBRARIES

1. Public domain files, or files in which the author has given expressed consent for online distribution, may be uploaded to the software libraries by the User.

2. Any software to be added to the computer network or to individual computers need to be approved by administration. The software needs to have been researched, and demonstrate an educational or school related purpose.

3. Any software having the purpose of damaging other Users' systems or Summit Charter School's computer network (e.g. computer viruses) is specifically prohibited.
4. The Administrators or their designees reserve the right to refuse posting of files and to remove files.
5. The Administrators further reserve the right to immediately terminate the account of any user who misuses the software libraries.
6. The Administrators do not necessarily inspect software uploaded by users and Summit Charter School does not guarantee the suitability or performance of any software downloaded from Summit Charter School's software libraries or other accessed services.
7. The User is responsible for inoculating all uploaded/downloaded software for viruses.

COPYRIGHTED MATERIAL

1. Copyrighted material must not be placed on any system connected to Summit Charter School's computer network without purchasing the appropriate license or obtaining the author's permission.
2. Only the owner(s) or persons they specifically authorize may upload copyrighted material.

PUBLIC DOMAIN MATERIAL

1. The User assumes all risks regarding the determination of whether a program is in the public domain. Further, the User is responsible for inoculating all uploaded/downloaded software for viruses.

PUBLIC POSTING AREAS (MESSAGE BOARDS/ INSTANT MESSAGING/USER NET GROUPS)

1. UseNet messages are posted from systems connected to the Internet.
2. The Administrators have no control of the content of the messages posted.
3. UseNet groups will not be available on Summit Charter School's local network.
4. Instant messaging is real-time chat between 2 or more individuals.
5. The Administrators have the obligation to monitor and limit all instant messaging due to factors such as band-width, inappropriate or unethical use, federal E-Rate requirements, and Policy.
6. Messages received by Summit Charter School are retained for 30 days unless deleted by the recipient. A canceled Summit Charter School account will not retain its e-mail.
7. The User is expected to remove old messages in a timely fashion and the Administrators may remove such messages if not attended to by the User.

8. No district employee may use the District's e-mail or on-line services (Internet) for the promotion of:

- a. Election or political campaigns.
- b. Issues dealing with private or charitable organizations or foundations.
- c. Ballot issues

9. Use for other informal or personal purposes is permissible within reasonable limits.

10. E-mail should not be considered private.

- a. The District's e-mail and Internet systems are intended to be used for educational purposes only.
- b. All e-mail/Internet records are considered Summit Charter School's records and should be transmitted only to individuals who have a need to receive them.
- c. Additionally, all Summit Charter School records and e-mail/Internet records are subject to disclosure to law enforcement or government officials or to other third parties through subpoena or other process.
- d. Administrators may investigate complaints regarding e-mail which is alleged to contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material to District, local, state, or federal officials in investigations concerning any e-mail transmitted on Summit Charter School's computer network.
- e. While Summit Charter School does not intend to regularly review Users' e-mail/Internet records, Users have no right or expectation of privacy in e-mail or the Internet.
- f. The District owns the computers and software making up the e-mail and Internet system and permits the Users to use them in the performance of their duties for the District.
- g. E-mail messages and Internet records are to be treated like shared paper files, with the expectations that anything in them is available for review by the Administrators or designee.
- h. Consequently, Users should always ensure that the educational information contained in e-mail/Internet messages is accurate, appropriate, and lawful.
- i. The Administrators do not guarantee delivery or receipt of e-mail to any User.

11. E-mail/Internet messages by employees may not necessarily reflect the views of Summit Charter School.

12. Abuse of the e-mail or Internet systems, though excessive personal use, or use in violation of the law or Summit Charter School policies, will result in disciplinary action, up to and including termination of employment.

13. The User agrees not to publish on or over Summit Charter School's computer Network any information which violates or infringes upon the rights of others or any information which would be abusive, profane or sexually offensive to an average person, or which without the approval of the Administrators, contains any advertising or any solicitation of other users to use goods or services.

DISK USAGE

1. The Administrator's reserve the right to set quotas for disk usage on Summit Charter School's computer network.

2. If the User exceeds his/her quota, the User will be required to delete files to return to compliance.

3. The User may request that disk quota be increased by submitted an email to the Administrator's stating the need for the quota increase.

4. The User who remains in non-compliance of disk space quotas after seven (7) days of notification will have files removed.

SECURITY

1. Security is a high priority.

2. If the User can identify a security problem on Summit Charter School's computer network, the User must notify an Administrator.

3. The User should not demonstrate the problem to others.

4. The User may not let others use his/her account except as noted below (*STUDENT SUPERVISION*).

5. Passwords should not be easily guessable, nor should they be words found in a dictionary.

6. Attempts to login to Summit Charter School's computer network using another User's account or as an Administrator will result in termination of the User's account.

7. The User should immediately notify an Administrator if his/her password is no longer secure, or if the user has reason to believe that someone has obtained unauthorized access to his/her account.

8. If the User is identified as a security risk, the user may be denied access to Summit Charter School's computer network.

STUDENT SUPERVISION

1. A Summit Charter School staff person may allow students who are not authorized users to access Summit Charter School's computer network through the staff member's account as long as the staff member does not disclose the password to the student and understands that the staff member assumes responsibility for actions of students using his/her account.

2. In the event that students have individual accounts, a staff member must be present supervising the student's use of Summit Charter School's computer network.

3. It is the student's responsibility to obtain permission from a Summit Charter School Staff Member to use Summit Charter School's computer network.

VANDALISM

1. Vandalism will result in disciplinary actions.

2. Vandalism is defined as any attempt to harm or destroy data of another User, Summit Charter School's computer network or any of the agencies or other networks that are connected to Summit Charter School's computer network. (This includes, but is not limited to, the uploading or creation of computer viruses)

TERMINATION OF ACCOUNT

1. A User's access to Summit Charter School's computer network may be terminated at any time by the User by notifying an Administrator.

2. Accounts inactive for more than 30 days (and associated files) may be removed without notice to the User.

3. The administration, faculty, and/or staff may request the Administrator to deny, revoke, or suspend a User's access.

- a. The Administrators reserve the right, at their sole discretion, to suspend or terminate a User's access to Summit Charter School's computer network upon any breach of the terms of this agreement by the User.
- b. Prior to a suspension or termination or as soon after as is practicable, an Administrator will inform the User of the suspected breach and give the user an opportunity to present an explanation.
- c. The User may request a review hearing with a different Administrator than the one who imposed the suspension or termination within seven (7) days of such suspension or termination.
- d. After the review, access may be restored if an Administrator upholds User's appeal.
- e. The Board/designee shall be promptly notified of all termination actions.

PERSONAL INFORMATION

1. Summit Charter School will not disclose personal information without expressed consent of the user.
2. There will be no unauthorized disclosure, use, or dissemination of personal information regarding minors.
3. Administrators reserve the right to cooperate fully with the, local, state, or federal officials in investigations concerning illegal activities on Summit Charter School's computer network.

GLOSSARY OF TERMS

Academy Computer Network: all Local Area Computerized Networks which includes all attached equipment (computers, printers, servers, hand held palms, and other connecting devices) that make up the Local Area Networking System of Summit Charter School.

Electronic mail ("E-mail"): an electronic message sent by or to a user in correspondence with another person having e-mail access

On-line services (Internet): a communications tool whereby information, reference material, and messages are sent and retrieved electronically on personal computers.

Student: Any student that is full-time, part-time or dually enrolled in any school or facility of Summit Charter School.

Staff Member: All employees working in any capacity for Summit Charter School at

User: all Staff Members or Students that use Summit Charter School's computer network in any capacity.

Appendix-I

Focused, Relevant, & Ongoing Professional Development

Professional Development: Discovering, Monitoring, and Continuously Improving Practices

To address the uniqueness of the program, Summit Charter School provides and requires an extensive amount of professional development for teachers to ensure that they are not only highly qualified in curriculum and instructional methods, but highly *effective* as well. Summit Charter School will contract with The Academy at Roosevelt Center and its fully trained and experienced site teachers, for training and mentoring services. All professional development days will include instructional and philosophy training or review. Additionally, all regularly scheduled staff meetings will contain staff development exercises.

All Summit Charter School teachers are immersed in the instruction for a period of time sufficient to demonstrate the execution of curriculum through direct instruction, the benefits of the Harbor culture, the importance of pacing, and the reliability of high expectations for every student. Each Summit Charter School teacher will be assigned a “Mentor” teacher for ongoing training throughout the year. Workshops and in-service training will be scheduled as needed.

Professional Development Focuses will include:

- Programmatic Mentorship with and The Academy at Roosevelt Center
- Curriculum alignment and pacing
- Spalding Method I and II: The Writing Road to Reading
- Initial and ongoing training with collaboration with Professional Learning Communities approaches
- Making data-driven decisions
- Best practices and high yield instructional practices

Collaboration: The Setting and Framework for Professional Development Reflective Practice, and Data-Driven Decisions

The staff members of Summit Charter School do not work in professional isolation, but work together. The staff of Summit Charter School collaborates regarding student achievement, behavior, and character development.

Richard DuFour teaches of the power and synergy that evolves when educators work, not only as individual classroom teachers, one-on-one with a class of students, but also as a team, or a community of educators. Thus, “The very essence of a learning community is a focus on and a commitment to the learning of each student” (Dufour, *Learning by Doing: A Handbook for Professional Learning Communities at Work*, 2006, p. 3). A student, who is supported by a team of educators collaborating consistently for his/her learning, achievement, and character growth, is far more likely to be successful in the myriad of ways this charter professes. While students are taught to the high, being exposed to concepts repeatedly, teachers have the responsibility to use their expertise of learning, and create relationships with each individual student, focusing on

individual needs. One role of a charter school administrator is to assure each student has the educational resources, structure, and attention needed to demonstrate consistent acquisition of knowledge and skills. Therefore, the principal can ensure these resources are effectively used when teachers share with each other curricular knowledge, strategies, and insight gleaned from multiple forms of student observation, formative, and summative data. Summit Charter School staff members embrace and execute the appropriate steps towards common practice as related by Little (1981):

“Collegiality is the presence of four specific behaviors, as follows: Adults in schools talk about practice. These conversations about teaching and learning are frequent, continuous, concrete, and precise. Adults in school observe each other engaged in the practice of teaching and administration. These observations become the practice to reflect on and talk about. Adults engage together in work on curriculum, by planning designing, researching and evaluating curriculum. Finally, adults in schools teach each other what they know about teaching, learning, and leading. Craft knowledge is revealed, articulated, and shared.”

As the staff of Summit Charter School engages in the behaviors and practice stated above, and as led by the principal, they will experience enriching activities and conversations which will scaffold and strengthen their abilities to teach students to the high, provide multiple learning opportunities, and to analyze multiple forms of informal and formal data.

Reflective Practice through collaboration at Summit Public Charter School will consist of, but not be limited to the following:

- The teaching staff, guided by the principal, is itself a collaboration team; thus, The faculty meets in staff meeting to collaborate about the effectiveness of methodology, teaching practices, and the needs of students
- The Principal provides coaching and feedback to each teacher regarding practices, management, and instructional strategies instructional practices, student needs and situations, and implementing the program with fidelity
- Teachers meet in grade level teams in context, and pertinent to grade level focuses in vertical curriculum, detailed by the following examples: K-2, 1-3, 2-4, 3-5, 4-6, 5-7, 6-8
- As teams, teachers and administration follow the “guiding questions” and follow the “systematic process”, as detailed below; they do so continually, and
- Teachers and the principal have informal conversations regarding a student, and his or her academic progress, or behavior and how it is adversely affecting the students’ learning; in such conversations, the teacher and principal design an approach to best remedy the academic struggles or lack of behavioral performance
- Teachers converse with other teachers regarding students and their performance; these conversations become especially beneficial when one or more teachers in the dialogue previously taught said students in years past
- A data team is assembled, which administers school-wide screening probes, progress monitors students, and provides weekly, monthly, and tri-annual data addressing proficiency of students in multiple curricula; the various forms of information is then shared with teachers individually, in specific vertical teams, or as a staff
Teachers, Education Assistants, and administration work together to provide Harbor culture and character growth for students

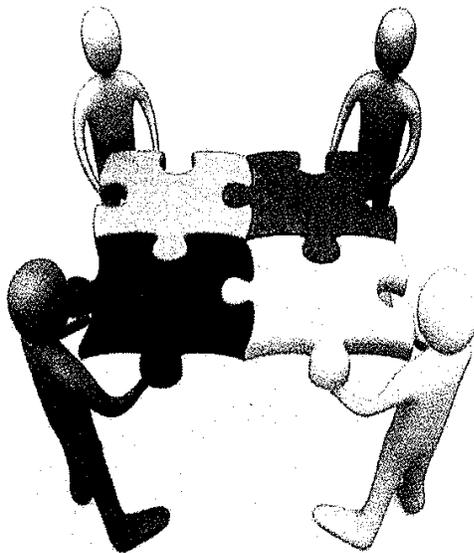
Guidelines for *Reflective Practice* at Summit Charter School:

The questions which guide our dialogue and decisions:

- What are they supposed to be learning? What knowledge and skills should every student acquire as a result of this lesson, unit, etc.? (Standards, Harbor curriculum, Pacing)
- How do we know they are getting it? How will we know when each student has acquired the essential concepts, knowledge, skills, and ability to apply new concepts and skills? What are our indicators? What determines when we satisfied constant learning is happening?(Classroom based assessments, observation, formative assessment, summative assessment, attentiveness to the Spiraling curriculum)
- What are we going to do if they do not get it? What determines when we either step in and intervene, or trust they will pick it up through repetition and mastery? (Re-teach with fidelity to direct instruction and to high levels of concept learning, teaching to the high, identify interventions or alternate strategies)

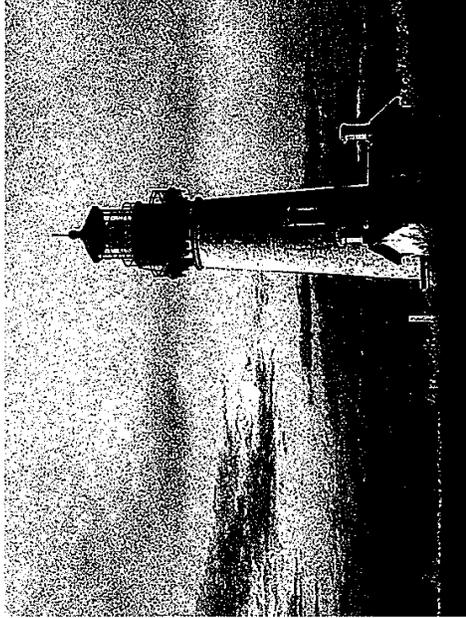
The Systematic Process which guides our decisions and actions:

- Gather evidence of current levels of student learning
- Develop strategies and ideas to build on strengths and weaknesses in both instruction and student learning
- As a team, implement, monitor, and evaluate implementation and actions taken
- Analyze the impact of those steps and strategies on student achievement and instructional practice, determining whether they were effective and why, or not effective and why
- Apply in practice the new knowledge, strategies, etc., learned from this
- Measure the impact of implementation on student learning and achievement through multiple forms of assessment



Appendix-J

SUMMIT CHARTER
SCHOOL



Parent/Student Handbook
Policies, Procedures, and Expectations

2012-2013

Dear Parents:

Congratulations on your decision to enroll your child/children at Summit Charter School. Summit Charter School is pleased to offer academic rigor and low incidence of bullying, teasing, other student misbehaviors.

Our school environment offers safety from bullying, violence, teasing, and gossip. Both adults and children have the right to attend school and work without the fear and anxiety caused by the above actions. Further, we believe a rigorous and challenging curriculum within a safe environment allows students to learn at an increase and more enriching rate.

Agents of Summit Charter School believe that a strong school culture, supported by all stakeholders, sets the ideal environment for meaningful and substantial learning. When each teacher follows a universal instructional method, coupled with individual style, and when expectations and routines for behavior and academic performance are high and consistent across grades, student achievement accelerates.

It is our hope that the information in the following pages will help you to understand the core elements of Summit Charter School, so that you can support your child in his/her academic experience with us. Welcome!

Sincerely,

The Principal of Summit Charter School



Table of Contents

Mission, Vision, and Philosophy Statements.....4
What it is Summit Charter School?.....5
Parent Involvement.....6
Attendance.....7
Behavior.....8
Discipline.....9
Student Dress Code.....10
Homework.....11
Celebrating Student Success.....12
Teacher Biographies and Classroom Focuses.....

Summit Charter School

This would be a good place to insert a short paragraph about your organization. It might include the purpose of the organization, its mission, founding date, and a brief history. You could also include a brief list of the types of products, services, or programs your organization offers, the geographic area covered (for example, western U.S. or European markets), and a profile of the types of customers or members served.

It would also be useful to include a contact name for readers who want more information about the organization.

240 East Maple Drive
Pocatello, Idaho 83201
Phone: 208-232-1447
Email: JLarosa@bcusaempire.com

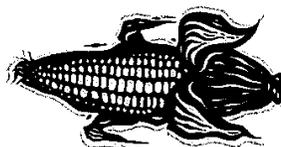
We're on the Web!

example.com

Your business tag line here.



Back Page Story Headline



Corn is a staple of the diet in many regions.

Our Mission

The mission of Summit Public Charter School is to enable students, within a safe learning environment, and by being exposed to a spiraling curriculum through direct instruction and the "reach to the light" philosophy, to become competent, productive, confident, and responsible young citizens who possess the character, attitude, skills, and habits necessary to contribute to their various life communities and to succeed in their lives. These approaches function as scaffolds to prepare our students for successful learning in their secondary and post-secondary education, and for satisfying lifelong employment. We envision students capable of pursuing any subject area because they understand how to learn and they enjoy the process of learning. Educators at Summit Charter School will fulfill the mission by:

- Holding students to clear and consistent high expectations for learning and behavior, and making learning personal to and important to students
- Consistently reflecting on student learning, teaching practices, and research driven high- yield strategies
- Making intentional data-driven decisions using multiple forms of assessment without creating anxiety for either students or staff
- Purposely contributing to and safeguarding an environment of safety, accountability, engagement, participation, and responsibility of and for children

Our Vision

Our vision is to provide a safe environment where all children are capable of learning, developing, and succeeding. This, we envision all stakeholders having high expectations for their children or students in a school that will develop students' intellectual, social, interpersonal, and character growth. We envision a comprehensive education consisting of a solid, proven, and rigorous fast-paced curriculum coupled with meaningful, consistent parental partnerships/involvement, and a dynamic character development model centered in teaching and shaping students' attitudes and dispositions about what kindness, respect, and responsibility truly are, and how students cultivate, embrace, and weave these attributes into their characters.

Our Philosophy

The philosophy of Summit Public Charter School is grounded in the following belief: *When children do not feel threatened physically, emotionally, or academically, and the curriculum is advanced and rigorous, their learning is proven to take place at a faster pace.* Every child has the right to come to school without fear of learning, teasing, bullying, or violence. Parents have the right to expect a safe, kind, and respectful school learning environment for his/her child. Each staff member has the right to teach without fear of violence, gossip, professional isolation, or lack of support. Students, parents, and teachers will experience peace of mind and engage in meaningful and measurable learning in the setting of Summit Public Charter School.

What is the Culture of Summit Charter School?

Summit Charter School maintains a child-centered educational program built on high expectations for both student behavior and academic endeavor. Decisions on every level should be based on the question, "what's best for kids?" The method proactively sets up an environment that allows students to focus on learning, while in a safe, secure setting.

A Direct Focus on Respect and Kindness for Others

Summit Charter School provides a comprehensive plan for character education. Kindness and respect are two elements which are rare or even extinct in many public schools throughout America. At Summit, students are taught the true nature and actions of kindness and respect, modeled by adults in various venues and in various means, including many deliberate scenarios.

Academic Program

Summit Charter School uses a strong emphasis on success in the workplace to make its behavior expectations relevant to the real world. It is built on high expectations for all students. Academy teachers do not compromise program rigor for fear that some students "are not getting it." When all adults engage the culture of the school. They ensure that students will "get it" without the need to slow the entire class down in the process. Direct instruction combined with individual student attention (provided by educational assistants, teachers, and parent volunteers) is the key to each student's success. Students are not leveled or grouped by ability. The curriculum guide provides details in the specific curriculum prescribed for all grade levels and must be followed in its entirety at each grade level, and from grade level to grade level.

School Administration

The governing board supports the staff and governs the school consistent with the culture of making decisions based on what is the best for students. The board provides the checks and balances needed for financial and legal matters. They set policy and have direct involvement in hiring the principal. The principal is responsible for the educational and day to day operations of the school.

He does this through daily supervision and support of teachers to ensure the consistent application of the culture and instruction of the school. During the instructional period of the day, the principal spends most of his time in the classrooms and student contact areas, not in the office. Administrative paperwork and meetings with parents should be handled outside of class hours to allow the principal to focus on students and teachers during instructional time. The charter of Summit Charter School defines the principal's role in terms of assisting teachers to maximize their lesson planning and instructional time.

Attendance

Summit Charter School has an attendance policy of 90% and utilizes specific strategies to ensure that the attendance goal is met. Those strategies include parental awareness training on the importance of high attendance, student awareness training with a school-to-work emphasis on the importance of attendance, a family friendly year-round schedule, and no personal leave days for staff to ensure they model our attendance policy and a grading system that can be positively or adversely affected by attendance.

Financial Management

We believe that our revenues represent a sacred public trust. Every dollar spent must be maximized for student benefit. We believe that one of the most effective ways to do that is to hold our teachers to the highest professional standards, and to pay them well. Summit Charter School maintains a high standard of checks and balances for all financial transactions, and undergoes thorough annual audits.

Parental Involvement

We believe that parents should have a complete understanding of the school culture before enrolling their children, a thorough orientation before the first day of school, and ongoing opportunities to experience the culture through classroom service.

Research shows that parental involvement improves student attitude towards school and increases student achievement. When children see you modeling good citizenship, and taking time to enhance their education, it reinforces what we are teaching and increases our effectiveness.

Summit Charter School requires a minimum of 3 hours of volunteer service a month/family or 30 hours for the school year. These service hours can be accomplished in a variety of ways including:

- Assisting teachers with grading, filing, and record keeping
- Observing classes
- Participating in small group learning activities
- Working in the library/office
- Helping assemble/prepare lesson projects
- Supervising at lunch/recess/special activities
- Attending board and committee meetings

Attendance Policy

"If you miss school you miss out" At the Academy, 90% of our teaching is through direct instruction, where students interact "directly" with the teacher—rather than through a worksheet or textbook chapter—to learn important curriculum. This underscores the importance of daily attendance and punctuality at all grade levels. High attendance helps assure that students are getting the full benefits of our program.

Idaho state funding presumes a minimum of 90% attendance from students. The state does not distinguish between excused or unexcused absences for funding. When students are absent for any reason, the school is deprived of funding for that student on that day. Because of this, our school calendar has been carefully arranged to allow several extended breaks throughout the year so that parents have ample opportunity to set regular doctor, dentist or other appointments without impacting on school resources. Please make every effort to set these appointments when school is not in session.

Absences

Students missing more than 7 days a year will be out of compliance with our policy and may be referred to the Board of Directors for Expulsion. On the 3rd and 5th unexcused absences parents will receive notice, and will meet with a school administrator. If the student passes the 7th unexcused absences the administrator will be compelled to refer the student to the Board of directors for expulsion from The Academy. (Please keep in mind that 3 unexcused tardies equals 1 absence). At the 6-8 level, 3 unexcused absences will result in the dropping of one letter grade in each subject area. Students with attendance/punctuality problems do not qualify for Citizen of the Week awards.

Excused absences are taken into consideration by the Board of Directors when expulsion (because of attendance) from Summit Charter School is deliberated. An excused absence is one caused by illness, or a death in the family. All other absences will be considered unexcused. In order for absences due to illness or bereavement to be excused, oral or written communication from the student's parent/guardian must be received within 48 hours of the last day of absence.

Tardies

Students are expected to be in their seat and ready to learn at 8:15 A.M. otherwise they are considered tardy. On the third tardy, and each time thereafter, for the remainder of the trimester, students will receive a lunch detention. If tardiness continues to be a problem, parents will meet with an administrator to discuss corrective actions and consequences.

Make-up Work and Tests

Make-up work/make-up tests are only allowed for excused absences and are subject to the limitations imposed by missing direct instruction.

8th Grade



Mr. Peter Griffin
BA-Concordia University
p.griffin@theacademyarc.com

Daily Homework: 90 minutes to 2 hours
8th grade Literature:

- Diary of a Young Girl - Story of Ann Frank
- Killer Angels
- My Brother Sam is Dead
- All Things Great and Small
- The Westing Game
- Kon Tiki
- Deathwatch
- Swiss Family Robinson

Field trips/Special Activities:

- Expedition Yellowstone
- Sports for Life Ski Program – Pebble Creek Ski Resort
- Trout in Classroom

Gossip-A poem

My name is Gossip.
I have no respect for justice.
I maim without killing.
I break hearts and ruin lives.

I am cunning and malicious and gather strength with age.
The more I am quoted the more I am believed.
I flourish at every level of society.
My victims are helpless.

They cannot protect themselves against me because I have no name and no face.
To track me down is impossible.
The harder you try, the more elusive I become.
I am nobody's friend.

Once I tarnish a reputation, it is never the same.
I topple governments and ruin marriages.
I ruin careers and cause sleepless nights, headaches and indigestion.

I spawn suspicion and generate grief.
I make headlines and headaches.
Remember, before you repeat a story, ask yourself: Is it true? Is it fair? Is it necessary?
If not, do not repeat it, KEEP QUIET!

What is Success?

To laugh often and much;
To win the respect of intelligent people and the affection of children;
To earn the appreciation of honest critics and endure the betrayal of false friends;
To appreciate beauty;
To find the best in others;
To leave the world a bit better, whether by a healthy child, a garden patch or a redeemed social condition;
To know even one life has breathed easier because you have lived;
This is to have succeeded.

-Ralph Waldo Emerson

parents will be notified immediately.

Minor Disciplinary Actions

Minor discipline problems will be handled in class by either a classroom teacher or an administrator. Following due process and open discussions, students are expected to publicly apologize, as appropriate, to those adversely affected by their misbehavior or unsuitable actions. Additional consequences (disciplinary actions) may include, detention, in house suspension, a loss of privileges and/or parent conferences. Parents will be notified of any disciplinary actions taken. Minor disciplinary issues include, but are not limited to the following:

- Talking disrespectfully to teachers, the principal, or other staff members
- Not completing homework or in class assignments
- Talking to or treating another student disrespectfully
- Mild forms of bullying and teasing including name-calling and other disrespect
- Not following classroom rules of any kind
- Not following systemic rules including different forms of hallway behavior, lunchroom behavior, and bathroom behavior
- Noticeable lack of effort toward school work and respect and kindness towards others

Major Disciplinary Actions

Major discipline problems will be referred to the administration or for appropriate consequences that may include detention, off-site suspension or referral to the Board of Directors or designee for expulsion. As stated above parents will be notified of any disciplinary actions taken.

Temporary Suspension

Students who cannot abide by the school regulations and policies of Summit Charter School or disrupt the educational atmosphere or interfere with the educational process of the school may be temporarily suspended from classroom instruction and/or school for a time, not to exceed five (5) days by the administration or designee; and in the event the Board of Directors determines that it would be detrimental to the student and/or other students' health, welfare, or safety to return the student to school, the Board may extend the temporary suspension for and additional ten (10) school days.

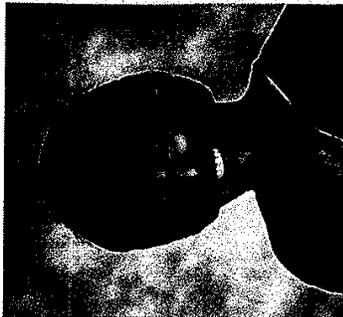
Expulsion

The Board of Directors may expel students who refuse or consistently fail to abide by school regulations and policies. The Board may delegate its authority for student expulsion to an expulsion hearing officer, as implicitly provided by Section 33-205, 33-512(2) and or 33-213(f)(g), Idaho Code.

The recommendation for expulsion will be reported to the administration or designee on a Recommendation Expulsion Form. In the event that a hearing officer is delegated the authority for student expulsion, the Board may serve as an appellate body for those whose wish it to contest the hearing officers decision. The following types of student conduct are examples of what might constitute a major discipline, and may lead to expulsion, subject to procedures for implementing this policy.

- Disruption of school or a school-related activity by depriving others of the use of school buildings, school grounds, or parts thereof, through use of violence, force, noise, threat, passive resistance, or other conduct which interferes

6th Grade



IF

If you can keep your head when all about you
Are losing theirs and blaming it on you,
If you can trust yourself when all men doubt you,
But make allowance for their doubting too;
If you can wait and not be tired by waiting,
Or being lied about, don't deal in lies,
Or being hated, don't give way to hating,
And yet don't look too good, nor talk too wise:

If you can dream - and not make dreams your master;
If you can think - and not make thoughts your aim;
If you can meet with Triumph and Disaster
And treat those two impostors just the same;
If you can bear to hear the truth you've spoken
Twisted by knaves to make a trap for fools,
Or watch the things you gave your life to, broken,
And stoop and build 'em up with worn-out tools:

Ms. Kris Phelps
BA-Idaho State University
k.phelps@theacademyarc.com

Daily Homework: 50 minutes- 1 hour:

6th grade Literature:

- Where Roses Bloom
- I Have No Mouth and I Must Scream
- My Name is Muerte
- Twilight

Field trips/Special Activities:

- Sports for Life Ski Program - Pebble Creek Ski Resort

If you can talk with crowds and keep your virtue,
' Or walk with Kings - nor lose the common touch,
if neither foes nor loving friends can hurt you,
if all men count with you, but none too much;
if you can fill the unforlging minute
With sixty seconds' worth of distance run,
Yours is the Earth and everything that's in it,
And - which is more - you'll be a Man, my son!

-Rudyard Kipling

7th Grade

Count That Day Lost

If you sit down at set of sun
 And count the acts that you have done,
 And, counting, find
 One self-denying deed, one word
 That eased the heart of him who heard,
 One glance most kind
 That fell like sunshine where it went --
 Then you may count that day well spent.

But if, through all the livelong day,
 You've cheered no heart, by yes or nay --
 If, through it all
 You've nothing done that you can trace
 That brought the sunshine to one face --
 No act most small
 That helped some soul and nothing cost --
 Then count that day as worse than lost.

—George Eliot (*Mary Ann Evans*)

Friendship

Friendship needs no studied phrases,
 Polished faces, or winning wiles,
 Friendship deals no lavish praises,
 Friendship dons no surface smiles.

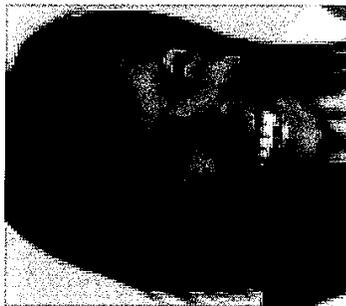
Friendship follows Nature's diction,
 Shuns the blishments of Art,
 Boldly severs truth from fiction,
 Speaks the language of the heart

Friendship favors no condition,
 Scorns a narrow-minded creed,
 Lovingly fulfills its mission,
 Be it word or be it deed.

Friendship cheers the faint and weary,
 Makes the timid spirit brave,
 Warns the erring, lights the dreary,
 Smooths the passage to the grave.

Friendship - pure, unselfish friendship,
 All through life's allotted span,
 Nurtures, strengthens, widens, lengthens,
 Man's relationship with man.

—Anonymous



Ms. Jo Bowen
 BS-Utah State University
 j.bowen@theacademyc.com

Daily Homework: 1 to 1½ hours

7th grade Literature:

- The Outsiders
- A Christmas Carol
- The Hobbit
- The High King
- The Adventures of Tom Sawyer

Field trips/Special Activities:

- Camp Perkins
- Sports for Life Ski Program – Pebble Creek Ski Resort

Behavior Expectations

Our intent is to promote prudent decision-making, self-discipline, and excellent moral character. Kindness and respect are the two foundational virtues at Summit Charter School. When students and adults are kind and respectful problems relating to fighting, arguing, name calling and other types of bullying are greatly reduced. Harbor schools have identified certain specific activities that make children feel excluded or unwanted. These include handing out party invitations during school to only part of the class, sitting in exclusive groups at lunch, being ignored at recess and other similar activities. Students are taught and expected to avoid these activities and to actively reach out to others in friendship.

Background noise is distracting to teachers and students. It can increase stress and reduce concentration. Environments with distracting background noise feel less secure and inhibit learning and comprehension. To reduce background noise and promote a safe, polite learning environment we have four simple rules that apply anywhere at school or wherever students are representing the Academy:

- No talking is allowed in the hallways or when entering and exiting assembly programs.
- Students are required to walk in straight lines (it is easier to monitor student hands and what is in those hands).
- Students will say "please" and "thank you" and in all other ways be respectful to adults and each other
- Students are expected to use napkins, model manners and social graces, and to talk quietly during lunch.

Discipline

Agents of Summit School believe students function best within a safe, orderly, and consistent environment. Expectations for successful behavior and attitudes are paramount at Summit Charter School, and will be enforced consistently. Upon acceptance into the school, and during Parent Orientations, students and parents will learn how students can be successful by adhering to high expectations. Summit Charter School will assemble a student handbook which details expectations, rules, and procedures including expectations and consequences for intolerable behavior. Parents/guardians will be notified of violations of the code of conduct or school policy through communication from the school. Typically, the principal will be involved with

Suspension or expulsion will be considered as options, only after other efforts to change behavior have failed, or seem unsuccessful. The following are plausible examples of actions to be taken to correct behavior and avoid suspension or expulsion:

- Parent/Guardian notification by teacher/staff or administrator (Written and Verbal).
- Parent/Guardian notification by teacher/staff or administrator (Written and Verbal) and possible parent/teacher/administrator conference.
- Suspension with parental notification
- Three Day Suspension with re-admission after a conference with student, parents, and Administrator; or
- Five Day Suspension with re-admission after a hearing within five (5) school days with the Governing Board. Pursuant to Idaho Code Section 33-205, the Governing Board may extend the suspension.
- Expulsion to be determined by the Governing Board in compliance with Idaho Code Section 33-205.

Please read below for specific details of actions and steps available, and for offenses warranting discipline.

Good behavior and kindness, with an emphasis on politeness, honesty, and integrity, is the number one expectation for Summit Charter School students. There is little tolerance for disrespect at Summit Charter School. Students must be polite to the teachers, administrators, staff, fellow students, and any visitors. The same is required of those employed by Summit Charter School. The number one goal at Summit Charter School is to have a safe and orderly school that provides an atmosphere that is conducive to learning, there is a focus on positive behavior. Any student faced with a disciplinary action will be granted due process pursuant to Idaho Code section 33-205. In the case of suspension or expulsion, a student will be given written or oral notice of the charges and an opportunity to present his version of the incident. Whenever a student is faced with disciplinary actions the

positive, including firecrackers, or any knife. This definition does not include school supplies such as pencils, or compasses where they have reasonable use in connection with an educational function in which the student is engaged.

Summit Charter School maintains a policy of ZERO tolerance for weapons. A student who carries a weapon onto school property or who has a weapon in his/her possession while on school property or at a school function, shall be immediately referred to the administrator for disciplinary action. Such action may include referral to law enforcement authorities, and/or suspension from school, not to exceed 5 days, and referral to the governing board of Summit Charter School for expulsion.

Student Dress Code

Summit Charter School has adopted a dress code in order to provide a safe school environment with minimal distractions. All students are required to adhere to the following dress code.

Uniform Guidelines

Bottoms - slacks, shorts, skirts, or skirts are to be in navy blue or khaki. All bottoms must be worn at the waist, no "hip huggers". Pants cannot be ripped or torn. Shorts, skirts, and skirts must be modest and be no more than three inches above the knee. Shorts and Capri pants cannot be worn between fall and spring break.

Tops - polo shirts, dress shirts, turtlenecks, t-shirts (no undershirts), sweaters or sweatshirts can be khaki, navy blue, burgundy or white. Shirts must be plain solid colors with no words or pictures except for The Academy logo. Shirts must be modest, and brief garments will not be allowed such as undershirts, halter-tops, tube tops, net tops, tank tops, spaghetti straps, midriff shirts, sleeveless shirts or plunging necklines (front or back). Layering of tops will be limited to two school approved shirts.

Shoes - sturdy shoes for daily P.E. are required and can be kept in the student's cubby if they choose to wear other types of shoes to school. Sandals and flip-flops cannot be worn between fall and spring break. No shoes with wheels shall be worn.

Tights & socks - can only be in school colors.

Coats & jackets - winter coats or jackets that are worn outside can be any color. Jackets or sweatshirts that the students wish to wear in the classroom must be plain solid school colors with no words or pictures except for The Academy logo.

Hats & scarves - baseball caps, knit hats, and scarves may be any color and may be worn at recess, but not in the classroom. Hats with brims must be worn with the brim straight over the face. Any symbol, print, or logo must be appropriate and meet The Academy's standards.

Casual Fridays - Students may wear appropriate non-uniform clothing each Friday based on student or class performance as determined by the administration. All clothing must adhere to the neatness and modesty standards identified in this policy.

Crazy hair day - not more than one crazy hair or dress day per trimester may be approved each year at the discretion of the administration. These days must be identified at least one month in advance and modesty guidelines shall apply.

Promotional Clothing - Clothing (such as t-shirts, hats, bracelets, etc.) sponsored by approved school clubs, teams or school support organizations may be worn on a limited basis with prior administrative approval. The articles must conform to school neatness and modesty standards.

Additional Guidelines

Neatness & Modesty Standards - Student clothing and footwear should fit appropriately. All articles of clothing should be worn as originally intended, be clean and in good repair. Clothing which is faded, worn out, distracts from the educational environment or draws unwarranted attention (such as short shorts and skirts, tight clothing, and shirts that do not cover the stomach) is unacceptable. Extremes in clothing or hairstyles are also unacceptable.

Makeup - lipstick, gloss, blush, eye makeup, or foundation are not allowed at Summit Charter School. Cover-up for acne is allowed when needed.

Accessories - students can wear different colored headbands without scarves attached or necklaces as long as they are not a distraction.

Gang Attire - Any article of clothing judged by administration as promoting gang membership or affiliation is prohibited.

4th Grade



The Man in the Looking Glass

When you get what you want in your struggles for self

And the world makes you king for a day,

Just go to a mirror and look at yourself
And see what *that* man has to say.

For it isn't your father or mother or wife

Whose judgment upon you must pass,

The fellow whose verdict counts most in your life
Is the one staring back from the glass.

Ms. Jolene Hurst

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Daily Homework: 50 minutes- 1 hour:

5th grade Literature:

- Sign of the Beaver
- Trouble River
- Sarah, Plain and Tall
- Trouble for Lucy
- Thunder rolling in the Mountain
- The Lion, the Witch and the Wardrobe

Field trips/Special Activities:

- Swore Farms
- Fort Hall Replica
- Massacre Rock
- Idaho History Day

Some people might think you're a straight-shooting chum

And call you a wonderful guy.

But the man in the glass says you're only a bum
If you can't look him straight in the eye.

He's the fellow to please, never mind all the rest

For he's with you clear to the end

And you've passed your most dangerous test
if the guy in the glass is your friend.

You may fool the whole world down the pathway of years

And get pats on the back as you pass

But your final reward will be heartache and tears
if you've cheated the man in the glass.

-Anonymous

5th Grade

Can't

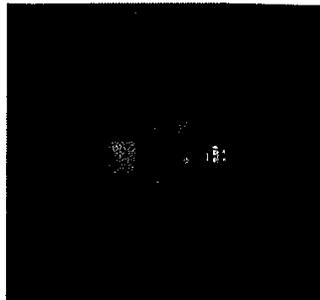
"Can't" is the worst word that's written or spoken;
 Doing more harm here than slander and lies;
 On it is many a strong spirit broken,
 And with it many a good purpose dies.
 It springs from the lips of the thoughtless each morning
 And robs us of courage we need through the day;
 It rings in our ears like a timely-sent warning
 And laughs when we falter and fall by the way.

"Can't" is the father of feeble endeavor,
 The parent of terror and half-hearted work;
 It weakens the efforts of artisans clever,
 And makes of the toiler an indolent shirk.
 It poisons the soul of the man with a vision,
 It stifles in infancy many a plan;
 It greets honest toiling with open derision
 And mocks at the hopes and the dreams of a man.

"Can't" is a word none should speak without blushing;
 To utter it should be a symbol of shame;
 Ambition and courage it daily is crushing;
 It blights a man's purpose and shortens his aim.
 Despise it with all of your hatred of error;
 Refuse it the lodgment it seeks in your brain;
 Arm against it as a creature of terror,
 And all that you dream of you some day shall gain.

"Can't" is the word that is foe to ambition,
 An enemy ambushed to shatter your will;
 Its prey is forever the man with a mission
 And bows but to courage and patience and skill.
 Hate it, with hatred that's deep and undying,
 For once it is welcomed 'twill break any man;
 Whatever the goal you are seeking, keep trying
 And answer this demon by saying: "I can."

-by Edgar A. Guest



Ms. Kelly Watson
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 MA--Massachusetts University
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Daily Homework: 50 minutes- 1 hour:

5th grade Literature:

- Where Roses Bloom
- I Have No Mouth and I Must Scream
- My Name is Muerte
- Twilight

Field trips/Special Activities:

- Simplot Fertilizer Production Facility
- Animal Shelter
- City Dump

- with educational activities organized by school officials.
- Extortion by means of force or threat to obtain money or property from another student
- Intimidation of any person with threat of bodily harm
- Causing or attempting to cause damage to school property
- Stealing or attempting to steal school property
- Fighting (physical altercations) on or off school grounds while under the supervision of school authorities.
- Cursing, using profanity or vulgar language.
- Possessing, handling, or transmitting ANY object which may be reasonably considered a weapon on or off school grounds at any educational function or school event. (Such objects will not include school supplies such as pencils, or compasses where they have a reasonable use in connection with an educational function in which the student is engaged; but such objects do include any firearm, any flammable substance, any explosive, including firecrackers, or any knife.)

Possessing, using, selling, transmitting, or being under the influence of any drug, alcohol, intoxicant of any kind, or tobacco on or off school grounds while under the supervision of school authorities. (Use of prescribed drug authorized by a registered physician will not be a violation of this rule.)
 Insubordination by failing to comply with reasonable directions of teachers during any period of time on or off school grounds when the student is under teacher supervision and when the insubordination may constitute interference with school purposes.

Disciplinary Procedures for Special Education Students

Summit Charter School adopts and complies with the current Idaho Special Education Manual from the State Department of Education and will follow the procedures outlined in Chapter 7, Section 13: Student Discipline.

Re-admittance to School Following Expulsion

A student who has been expelled may appeal to a Reinstatement Committee authorized by the Board to hear a petition for reinstatement in school. The Committee will make a recommendation to the Board which will make the final decision. If the committee recommends "not to reinstate" the student may petition the Board for a hearing with the Board. Summit Charter School and its governing board shall, from its inception, implement the following guidelines as outlined in Section 33-210, Idaho Code:

- Any student reasonably suspected of using or being under the influence of alcohol or a controlled substance whether by an administrator, teacher, staff person, or fellow student, shall be immediately reported to the administrator, or in the absence of the administrator the person temporarily appointed in his or her stead.
- The school administrator shall have the duty to contact the student's parents, legal guardian or custodian, and law enforcement relative to the circumstances of the suspected abuse.
- This policy is formulated to meet the provisions of section 37-2732C, Idaho Code, including the possibility of conviction of a misdemeanor under the law and drug rehabilitation requirements.
- Each student who is accepted for enrollment shall be provided a copy of this policy together with a copy of Section 37-2732C, Idaho Code, and such notice shall be accepted by signature of the parent, guardian, or custodian of the student upon admission to the school and shall keep a record of that notice on file at the school.
- Upon formal adoption of the policies and procedures manual of Summit Charter School the Board shall also formally adopt this policy entitled "Tobacco, Alcohol, Drugs, or Other Forms of Intoxicants."

Weapons

Weapons are defined as ANY object which may be reasonably categorized as a firearm, any flammable substance, any ex

child permission to go on field trips that his or her class participates in at The Academy. Please note, that you will have the opportunity to deny permission if there is a field trip you do not wish your child to participate in. A notice of time, place and method of transportation will be sent home at least one week prior to each field trip.

The following are some guidelines for field trips:

- Drivers will need to have a valid driver's license and proof of insurance at the time of the field trip.
- Chaperones. Please remember that your first concern is the safety of our students. Therefore, The Academy would appreciate it if you made childcare arrangements for your other children so that you can devote your full attention to the students on the field trip.
- Students are not allowed to sit in the front seat of the vehicle.
- If your child requires a child safety seat or a booster seat, please be prepared to provide one.

Please make sure that footwear (for you and your student/s participating in the field trip) is sturdy and suitable for the activity.

Directory Information and Photo Release

The Academy may disclose, without consent, directory information such as the following:

Student Name, Age and Grade
Phone Number
Parent Name
Student Photograph

If you do not want your child's directory information released you may sign an opt out form.

Cell Phones, I-Pods, etc.

Cell phones provide a useful function; however, students will ask permission to use the school phone for all calls unless an emergency condition exists. Personal cell phones may be used before and after school, but must be turned off, and turned in at the office during the school day. Students using cell phones at school will have them confiscated.

Medication and Insurance

Whenever possible, all medication should be taken at home. If medication must be given at school, it must be personally delivered by the parent and accompanied by an Academy AIC Medication Request and Release Form from the parent/guardian that includes the name of the medication and the instructions for its administration (time and dosage).

Student Injuries & Medical Costs

It is important for parents to understand that even with The Academy taking the greatest of precautions and having close supervision, accidents unfortunately can, do, and will happen at our school. The Academy carries only liability insurance, which means that we do not carry health insurance that will cover the cost of medical expenses resulting from an injury accident that a student may sustain while attending school. Please be prepared for possible medical expenses that may arise should your child involved in an accident at school.

2nd Grade

If You Were Busy Being Kind

if you were busy being kind,
Before you knew it you would find
You'd soon forget to think 'twas true
That someone was unkind to you.

if you were busy being glad
And cheering people who seem sad,
Although your heart might ache a bit,
You'd soon forget to notice it.

if you were busy being good,
And doing just the best you could,
You'd not have time to blame some man
Who's doing just the best he can.

if you were busy being true
To what you know you ought to do,
You'd be so busy you'd forget
The blunders of the folks you've met.

If you were busy being right,
You'd find yourself too busy quite
To criticize your brother long,
Because he's busy being wrong.

-By R. Foreman



Ms. Alyson Freeman
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BS-Montana State University
Med-Lesley University
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Daily Homework: 40-50 minutes

2nd grade Literature:

- Beezus and Ramona series
- Socks
- The Littles
- Ralf S. Mouse series
- Magic Tree House series

Field trips/Special Activities:

- Carnival
- Knitting
- Bowling
- Class skits

Homework

Research has shown that, regardless of a student's ethnic background or family income level, the most successful students are those who have regularly structured homework time. At the Academy we believe that regular, meaningful homework develops lifelong habits that will benefit students as they progress toward post-secondary education and the workplace. The purpose of homework assignments is to support, review and amplify what has been taught and learned in the classroom.

For this reason, we do not expect parents to help their children by teaching them how to do their homework, but to support them with a structured environment conducive to learning and review where homework can be completed. Parent involvement involves setting a homework time, encouraging children to do their best, helping them understand directions (as needed), and ensuring their homework is completed and turned in to the teacher on time. Where possible, we encourage parents to sit at the table with their children while they are doing homework and that extraneous distracters such as music, television or loud conversations be at a minimum. (zero).

Some homework assignments require active participation from parents. These parent assisted practice serves a dual purpose: they give students extra practice time with an adult to reinforce and advance the skills taught in school and give parents a chance to interact with their children academically to build self-value and memories.

Students that come to school unprepared will receive consequences according to their classroom policy and will vary according to the grade and maturity of the student. These consequences range from missing a particular daily activity (such as recess, or special classes) to detention or parent conference with an administrator. After six detentions in a grading period a student may be referred to the board for expulsion. Please note that 5th - 8th students are given periodic free assignment passes that allow them to not do a homework assignment. In addition, the fifth and sixth graders are given one opportunity in a grading period to turn in their homework one day late without penalty.

Students are to bring their completed homework to school on the day it is due. Expectations for daily homework commitment can vary on a day-to-day basis but generally fall within the parameters of the Daily Homework Expectations. (See table). Please contact the principal if your child spends more than the recommended time on homework.

Celebrating Student Success

Hall of Fame

Students in each class (1st through 8th grade) practice timed mastery of math and geography facts. Those who reach a predetermined level of proficiency in one minute (according to grade level) have their names displayed in a prominent place in the classroom.

Citizen of the Week

This award is given to students who exhibit an extra measure of kindness, responsibility, and helpfulness at school during a given week. Approximately 30 can be earned in each class per year.

Citizen of the Month

This is an award given to those students who show exemplary behavior in the following areas:

- A good citizen is kind and supportive to other students.
- A good citizen is responsible and turns in all work on time.
- A good citizen follows all the rules.
- A good citizen exhibits interest and enthusiasm about learning.
- A good citizen is one who is at school and is on time.

These students will be honored at an assembly each month.
Field Trip Guidelines

At different times during the school year, your child may have the opportunity to take educational field trips away from the school under the supervision of school personnel. Experience has shown that it is difficult for schools to send home permission slips prior to each field trip and have 100% returned before the field trip departure time. The result is often a hasty effort to obtain last minute parent permission by telephone or a disappointed child who has to stay at school while his or her classmates go on a field trip.

Therefore, we ask that you sign and return the release form (you may have done this at registration) if you wish to give your

3rd Grade

What Have We Done Today?

We shall do so much in the years to come,
But what have we done today?

We shall give our gold in a princely sum,
But what did we give today?

We shall lift the heart and dry the tear,
We shall plant a hope in the place of fear,
We shall speak the words of love and cheer,
But what did we speak today?

We shall be so kind in the afterwhile,
But what have we been today?

We shall bring each lonely life a smile,
But what have we brought today?

We shall give to truth a grander birth,
And to steadfast faith a deeper worth,
We shall feed the hungering souls of earth,
But whom have we fed today?

We shall reap such joys in the by and by,
But what have we sown today?
We shall build us mansions in the sky,
But what have we built today?

'Tis sweet in idle dreams to bask,
But here and now do we do our task?
Yes, this is the thing our souls must ask,
"What have we done today?"

-Anonymous



Ms. Mary Harris
BA-Idaho State University
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Field trips/Special Activities:

- Simplot Fertilizer Production Facility
- Animal Shelter
- City Dump

1st Grade

The Boy Who Never Told a Lie

Once there was a little boy,
With curly hair and pleasant eye—
A boy who always told the truth,
And never, never told a lie.

And when he trotted off to school,
The children all about would cry,
"There goes the curly-headed boy—
The boy that never tells a lie."

And everybody loved him so,
Because he always told the truth,
That every day, as he grew up,
"Twas said, "There goes the honest youth."

And when the people that stood near
Would turn to ask the reason why,
The answer would be always this:
"Because he never tells a lie."



Ms. Lorrie Woods
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MA- Massachusetts Univ.
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Field trips/Special Activities:

- Simplot Fertilizer Production
- Animal Shelter
- City Dump

*I pledge allegiance to the Flag
of the United States of America,
and to the Republic for which it stands;
one Nation under God,
indivisible,
With Liberty and Justice for all.*



The Bottom Line

Face It: Nobody owes you a living, what you achieve or fail to achieve in your lifetime is directly related to what you do or fail to do. No one chooses his parents or childhood but you can choose your own direction. Everyone has problems and obstacles to overcome, but that too is relative to each individual. Excuses Are For Losers: Those who take responsibility for their actions are the real winners in life. Winners meet life's challenge head on, knowing there are no guarantees, and give it all they've got.. Never think it's too late or too early to begin, time plays no favorite and will pass whether you act or not.. Take Control of Your Life! Dare to dream and take risk: Compete! If you aren't willing to work for your goals, don't expect others to. BELIEVE IN YOURSELF!

*I will act in such a way,
That I will be proud of myself,
And others will be too.
I came to school to learn,
and I will learn.
I WILL HAVE A GREAT DAY!*



Kindergarten



Which Loved Her Best?

"I love you, Mother," said little John;
Then, forgetting his work, his cap went on.
And he was off to the garden swing,
And left her the water and wood to bring.

"I love you, Mother," said little Nell;
"I love you better than tongue can tell."
Then she teased and pouted full half the day,
Till her mother rejoiced when she went to play.

"I love you, Mother," said little Fan;
"To-day I'll help you all I can;
How glad I am school doesn't keep!"
So she rocked the baby till it fell asleep.

Ms. Lori Turpin
BA-Idaho State University
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Field trips/Special Activities:

- Popcorn Factory
- Zoo
- Town & Country Nursery

Then, stepping softly, she took the broom,
And swept the floor and tidied the room.
Busy and happy all day was she,
Helpful and happy as child could be.

"I love you, Mother," again they said,
Three little children going to bed.
How do you think that Mother guessed
Which of them really loved her best?

Appendix-K

April 5, 2012

Albertsons Foundation Charter-Start Grant

Beginning Balance: \$250,000.00

STAFFING:

10-12 Month Salary: *Start-Up Director* \$60,000.00
2-Month Contract: *Special Education Director* \$6,000.00
4 Month Salary: *Business Manager* \$10,000.00

EQUIPMENT:

Student Desks \$14,000.00
Teacher Desks \$5,000.00
Support Staff Desks \$5,000.00
Kinder Student Desks \$1,200.00
Intervention Tables \$2,000.00
Filing Cabinets \$1,000.00
25 Book Shelves \$2,500.00
Copy Machine/Printer \$10,000.00

SUPPLIES

Elementary Supplies \$2,500.00
Secondary Supplies \$2,500.00
Janitorial Supplies \$2,000.00
Administration Supplies \$2,000.00
Administration Purchased Services \$2,000.00

PURCHASED SERVICES

Professional Development w/ The Academy \$25,000.00
2M Payroll and Human HR Software \$3,200.00
PowerSchool Student Management System \$3,200.00
Curriculum Purchase: New Texts \$25,000.00
Curriculum Purchase: Academy Transfers \$15,000.00

Total Expenses \$199,100.00
Remaining Balance \$50,900.00

Appendix-L

Kindergarten-8th Grade Pro-forms Years 1-3
Worst Case

	Year 1 (FY 13)			Year 2 (FY 14)			Year 3 (FY 15)			NOTES: School notes in plain text. PCSC Staff notes in Italics.
	Numbe	Rate	Amount	Numbe	Rate	Amount	Numbe	Rate	Amount	
Number of Students K	29		\$0.00	30		\$0.00	30		\$0.00	
Number of Students 1-3	82		\$0.00	91		\$0.00	91		\$0.00	
Number of Students 4-6	82		\$0.00	91		\$0.00	91		\$0.00	
Number of Students 7-12	38		\$0.00	51		\$0.00	51		\$0.00	
Exceptional										
Total Number of Students	231			263			263			
Revenues:										
State Apportionment			\$999,162			\$1,149,200			\$1,149,200	
State Transportation	85%			85%			85%			
Nutrition Program			0			0			0	
Federal Grants			0			0			0	
Contributions/Donations			0			0			0	\$20,000 has been pledged, but eliminated for worst case scenario
State Revenue (IR/LEP/Except/Voc)			57,943			57,943			57,943	
Insert Revenue Lines Here										
Total Revenues			\$1,057,105			\$1,207,143			\$1,207,143	
Expenses:										
Salaries:										
Teachers			\$390,420			\$437,500			\$437,500	9 FTE, salaries decreased in year 1 due to low enrollment
Bonus Teachers										
Special Ed			37,000			42,000			42,000	1 FTE, salaries decreased in year 1 due to low enrollment
Bonus Special Ed			0			0			0	
Instructional Aides			0			0			0	
Classified/Office Staff			193,227			193,227			193,227	9.5 FTE
Administration			70,000			80,000			80,000	1 FTE, salaries decreased in year 1 due to low enrollment
Administration Bonus			0			0			0	
Nutritional Program			0			0			0	
Librarian			0			0			0	
Maintenance/Other			0			0			0	Maintenance costs included in Grounds and Maintenance below.
Insert Salaries Lines Here										
Total Salaries			\$680,647			\$752,727			\$752,727	
Benefits:										
Retirement/PERSI			\$80,269			\$80,269			\$80,269	
Health/Life Insurance			96,585			96,585			96,585	
Payroll Taxes			50,721			50,721			50,721	
Workers Compensation			5,500			5,500			5,500	
Insert Benefits Lines Here										
Total Benefits			\$233,075			\$233,075			\$233,075	
Operating Expenses:										
Textbooks			\$0			\$0			\$3,500	Year 1 & 2 expense included in Startup Budget
Supplies			\$0			\$10,000			\$10,000	Year 1 expense included in Startup Budget
Equipment			\$0			\$0			\$0	Included in Startup Budget
Contract Services			\$500			\$5,500			\$5,500	
Legal			\$3,500			\$3,500			\$3,500	
Accounting			\$6,000			\$6,000			\$6,000	
Advertising/Marketing			\$1,000			\$1,000			\$1,000	
Gas/Electric			\$8,500			\$8,500			\$8,500	Actual numbers from Westwood Landlord + \$3400 cushion
Telephone			\$3,000			\$3,000			\$3,000	
Liability & Property Insurance			\$4,500			\$4,500			\$4,500	
Testing & Assessment			\$0			\$0			\$0	
Staff Development			\$0			\$0			\$0	
Consulting			\$0			\$1,200			\$1,200	
Travel			\$2,000			\$2,000			\$2,000	
Postage			\$200			\$200			\$200	
Rents and Leases			\$63,900			\$65,200			\$65,200	
Debt Retirement			\$0			\$0			\$0	
Grounds & Maintenance			\$18,500			\$18,500			\$18,500	Includes contract labor for all maintenance and janitorial needs
Miscellaneous			\$1,600			\$1,600			\$1,600	
Water/Sewer/Garbage			\$1,800			\$1,800			\$1,800	Actual numbers from Westwood Landlord + \$1000 cushion
2M Accounting System			\$0			\$500			\$500	Year 1 expense included in Startup Budget
Student Management System			\$0			\$1,000			\$1,000	Year 1 expense included in Startup Budget
Insert OE Lines Here										
Total Operating Expenses			\$115,000			\$154,000			\$157,500	
Program Expenses:										
Transportation			\$1,000			\$1,000			\$1,000	
Nutrition Program			14,000			14,000			14,000	
Title I										
Title VI-B										
Insert Program Expenses Lines Here										
Total Benefits			\$15,000			\$15,000			\$15,000	
Total Expenses			\$1,053,722			\$1,154,802			\$1,158,302	
Net Operating Income/(Loss)			\$3,384			\$52,342			\$48,842	
Beginning Fund Balance			0			3,384			55,725	
Ending Fund Balance			3,384			65,726			104,667	

Kindergarten-6th Grade Pro-forma Years 1-3
Most Likely

	Year 1 (FY 13)			Year 2 (FY 14)			Year 3 (FY 15)			NOTES: School notes in plain text. PCSC Staff notes in italics.
	Numbe	Rate	Amount	Numbe	Rate	Amount	Numbe	Rate	Amount	
Number of Students K	30		\$0.00	32		\$0.00	32		\$0.00	
Number of Students 1-3	91		\$0.00	96		\$0.00	96		\$0.00	
Number of Students 4-6	91		\$0.00	96		\$0.00	96		\$0.00	
Number of Students 7-12	51		\$0.00	58		\$0.00	64		\$0.00	
Exceptional										
Total Number of Students	263			282			288			
Revenues:										
State Apportionment			\$1,149,200			\$1,212,463			\$1,247,609	
State Transportation	85%		0	85%		0	85%		0	
Nutrition Program			0			0			0	
Federal Grants			0			0			0	
Contributions/Donations			0			0			0	
State Revenue (IR/LEP/Except/Voc)			57,943			57,943			57,943	\$20,000 has been pledged, but eliminated for worst case scenario
Insert Revenue Lines Here										
Total Revenues			\$1,207,143			\$1,270,406			\$1,305,552	
Expenses:										
Salaries:										
Teachers			\$437,500			\$437,500			\$437,500	9 FTE
Special Ed			42,000			42,000			42,000	1 FTE
Instructional Aides			0			0			0	
Classified/Office Staff			193,227			193,227			193,227	9.5 FTE
Administration			80,000			80,000			80,000	1 FTE
Nutritional Program			0			0			0	
Librarian			0			0			0	
Maintenance/Other			0			0			0	Maintenance costs included in Grounds and Maintenance below.
Insert Salaries Lines Here										
Total Salaries			\$752,727			\$752,727			\$752,727	
Benefits:										
Retirement/PERSI			\$80,269			\$80,269			\$80,269	
Health/Life Insurance			96,585			96,585			96,585	
Payroll Taxes			50,721			50,721			50,721	
Workers Compensation			5,500			5,500			5,500	
Insert Benefits Lines Here										
Total Benefits			\$233,075			\$233,075			\$233,075	
Operating Expenses:										
Textbooks			\$0			\$0			\$3,500	Year 1 & 2 expense included in Startup Budget
Supplies			\$0			\$10,000			\$10,000	Year 1 expense included in Startup Budget
Equipment			\$0			\$0			\$0	Included in Startup Budget
Contract Services			\$500			\$5,500			\$5,500	
Legal			\$3,500			\$3,500			\$3,500	
Accounting			\$6,000			\$6,000			\$6,000	
Advertising/Marketing			\$1,000			\$1,000			\$1,000	
Gas/Electric			\$8,500			\$8,500			\$8,500	Actual numbers from Westwood Landlord + \$3400 cushion
Telephone			\$3,000			\$3,000			\$3,000	
Liability & Property Insurance			\$4,500			\$4,500			\$4,500	
Testing & Assessment			\$0			\$0			\$0	
Staff Development			\$0			\$0			\$0	
Consulting			\$0			\$1,200			\$1,200	
Travel			\$2,000			\$2,000			\$2,000	
Postage			\$200			\$200			\$200	
Rents and Leases			\$63,900			\$85,200			\$85,200	
Debt Retirement			\$0			\$0			\$0	
Grounds & Maintenance			\$18,500			\$18,500			\$18,500	Includes contract labor for all maintenance and janitorial needs
Miscellaneous			\$1,600			\$1,600			\$1,600	
Water/Sewer/Garbage			\$1,800			\$1,800			\$1,800	Actual numbers from Westwood Landlord + \$1000 cushion
2M Accounting System			\$0			\$500			\$500	Year 1 expense included in Startup Budget
Student Management System			\$0			\$1,000			\$1,000	Year 1 expense included in Startup Budget
Insert OE Lines Here										
Total Operating Expenses			\$115,000			\$154,000			\$157,500	
Program Expenses:										
Transportation			\$1,000			\$1,000			\$1,000	
Nutrition Program			14,000			14,000			14,000	
Title I										
Title VI-B										
Insert Program Expenses Lines Here										
Total Benefits			\$15,000			\$15,000			\$15,000	
Total Expenses			\$1,115,802			\$1,154,802			\$1,158,302	
Net Operating Income/(Loss)			\$91,342			\$115,605			\$147,251	
Beginning Fund Balance			0			91,342			206,946	
Ending Fund Balance			<u>91,342</u>			<u>206,946</u>			<u>354,197</u>	

Kindergarten-2nd Grade Pro-forma Years 1-3
Best Case

	Year 1 (FY 13)		Year 2 (FY 14)		Year 3 (FY 15)		NOTES: School notes in plain text. PCSC Staff notes in italics.
	Numbe	Amount	Numbe	Amount	Numbe	Amount	
Number of Students K	32	\$0.00	32	\$0.00	32	\$0.00	
Number of Students 1-3	96	\$0.00	96	\$0.00	96	\$0.00	
Number of Students 4-6	96	\$0.00	96	\$0.00	96	\$0.00	
Number of Students 7-12	64	\$0.00	64	\$0.00	64	\$0.00	
Exceptional							
Total Number of Students	288		288		288		
Revenues:							
State Apportionment		\$1,247,609		\$1,247,609		\$1,247,609	
State Transportation	85%		85%		85%		
Nutrition Program		0		0		0	
Federal Grants		0		0		0	
Contributions/Donations		10,000		5,000		5,000	
State Revenue (IR/LEP/Except/Voc)		57,943		57,943		57,943	
Insert Revenue Lines Here							
Total Revenues		\$1,315,552		\$1,310,552		\$1,310,552	
Expenses:							
Salaries:							
Teachers		\$437,500		\$437,500		\$437,500	9 FTE
Special Ed		42,000		42,000		42,000	1 FTE
Instructional Aides		0		0		0	
Classified/Office Staff		193,227		193,227		193,227	9.5 FTE
Administration		80,000		80,000		80,000	1 FTE
Nutritional Program		0		0		0	
Librarian		0		0		0	
Maintenance/Other		0		0		0	Maintenance costs included in Grounds and Maintenance below.
Insert Salaries Lines Here							
Total Salaries		\$752,727		\$752,727		\$752,727	
Benefits:							
Retirement/PERSI		\$80,269		\$80,269		\$80,269	
Health/Life Insurance		96,585		96,585		96,585	
Payroll Taxes		50,721		50,721		50,721	
Workers Compensation		5,500		5,500		5,500	
Insert Benefits Lines Here							
Total Benefits		\$233,075		\$233,075		\$233,075	
Operating Expenses:							
Textbooks		\$0		\$0		\$3,500	Year 1 & 2 expense included in Startup Budget
Supplies		\$0		\$10,000		\$10,000	Year 1 expense included in Startup Budget
Equipment		\$0		\$0		\$0	Included in Startup Budget
Contract Services		\$500		\$5,500		\$5,500	
Legal		\$3,500		\$3,500		\$3,500	
Accounting		\$6,000		\$6,000		\$6,000	
Advertising/Marketing		\$1,000		\$1,000		\$1,000	
Gas/Electric		\$5,100		\$5,100		\$5,100	Actual numbers from Westwood Landlord + \$800 cushion
Telephone		\$3,000		\$3,000		\$3,000	
Liability & Property Insurance		\$4,500		\$4,500		\$4,500	
Testing & Assessment		\$0		\$0		\$0	
Staff Development		\$0		\$0		\$0	
Consulting		\$0		\$1,200		\$1,200	
Travel		\$2,000		\$2,000		\$2,000	
Postage		\$200		\$200		\$200	
Rents and Leases		\$63,900		\$85,200		\$85,200	
Debt Retirement		\$0		\$0		\$0	
Grounds & Maintenance		\$18,500		\$18,500		\$18,500	Includes contract labor for all maintenance and janitorial needs
Miscellaneous		\$1,600		\$1,600		\$1,600	
Water/Sewer/Garbage		\$1,000		\$1,000		\$1,000	Actual numbers from Westwood Landlord + \$200 cushion
2M Accounting System		\$0		\$500		\$500	Year 1 expense included in Startup Budget
Student Management System		\$0		\$1,000		\$1,000	Year 1 expense included in Startup Budget
Insert OE Lines Here							
Total Operating Expenses		\$110,800		\$149,800		\$153,300	
Program Expenses:							
Transportation							
Nutrition Program		14,000		14,000		14,000	
Title I							
Title VI-B							
Insert Program Expenses Lines Here							
Total Benefits		\$14,000		\$14,000		\$14,000	
Total Expenses		\$1,110,602		\$1,149,602		\$1,153,102	
Net Operating Income/(Loss)		\$204,951		\$160,951		\$157,451	
Beginning Fund Balance		0		204,951		365,901	
Ending Fund Balance		204,951		365,901		523,352	

Summit Public Charter School
 Kindergarten-8th Grade Year 1 - Monthly
Worst Case

	Jan-13	Aug-13	Sept-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
Revenues:													
Number of Students K	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of Students 1-3	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of Students 4-6	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of Students 7-12	0	0	0	0	0	0	0	0	0	0	0	0	0
Escapational	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Number of Students	0	0	0	0	0	0	0	0	0	0	0	0	0
State Appropriation	\$199,832	\$199,832	\$199,832	\$199,832	\$199,832	\$199,832	\$199,832	\$199,832	\$199,832	\$199,832	\$199,832	\$199,832	\$199,832
State Appropriation	0	0	0	0	0	0	0	0	0	0	0	0	0
Federal Grants	0	0	0	0	0	0	0	0	0	0	0	0	0
Contributions/Donations	0	0	0	0	0	0	0	0	0	0	0	0	0
State Revenue (RULE/Exempt/Voc)	\$11,689	\$11,689	\$11,689	\$11,689	\$11,689	\$11,689	\$11,689	\$11,689	\$11,689	\$11,689	\$11,689	\$11,689	\$11,689
Insert Revenue Lines Here	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Revenues	\$211,421	\$211,421	\$211,421	\$211,421	\$211,421	\$211,421	\$211,421	\$211,421	\$211,421	\$211,421	\$211,421	\$211,421	\$211,421
Expenses:													
Salaries	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535
Teachers	0	0	0	0	0	0	0	0	0	0	0	0	0
Instructional Aides	0	0	0	0	0	0	0	0	0	0	0	0	0
Classified/Office Staff	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative	0	0	0	0	0	0	0	0	0	0	0	0	0
Noninstructional Program	0	0	0	0	0	0	0	0	0	0	0	0	0
Maintenance/Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Insert Salaries Lines Here	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Salaries	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535	\$32,535
Benefits:													
Health Insurance	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689
Life Insurance	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049
Payroll Taxes	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227
Workers Compensation	\$468	\$468	\$468	\$468	\$468	\$468	\$468	\$468	\$468	\$468	\$468	\$468	\$468
Insert Benefits Lines Here	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Benefits	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423
Operating Expenses:													
Textbooks	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Food Services	\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22
Local	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Accounting	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89
Advertising/Marketing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas/Electric	\$708	\$708	\$708	\$708	\$708	\$708	\$708	\$708	\$708	\$708	\$708	\$708	\$708
Telephone	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Liability & Property Insurance	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
Testing & Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Staff Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Consulting	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Postage	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17
Printing	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17
Insert Operating Expense Lines Here	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Operating Expenses	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000
Program Expenses:													
Grounds & Maintenance	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642	\$1,642
Miscellaneous	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2M Accounting System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Student Management System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insert Program Expense Lines Here	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Program Expenses	\$1,775	\$1,775	\$1,775	\$1,775	\$1,775	\$1,775	\$1,775	\$1,775	\$1,775	\$1,775	\$1,775	\$1,775	\$1,775
Total Expenses	\$150,532	\$150,532	\$150,532	\$150,532	\$150,532	\$150,532	\$150,532	\$150,532	\$150,532	\$150,532	\$150,532	\$150,532	\$150,532
Net Operating Income/(Loss)	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889
Beginning Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ending Fund Balance	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889	\$60,889

Summit Public Charter School
Kindergarten-5th Grade Year 1 - Monthly
Likely Case

	Year 1 (FY 12)	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
	Number	Rate	Amount										
Number of Students K	30												
Number of Students 1-5	81												
Number of Students 6-8	81												
Number of Students 7-12	81												
Exceptional													
Total Number of Students	263												
Revenues:													
Special/Parent			\$1,169,200										
State Transportation		65%	\$229,840	\$229,840	\$0	\$229,840	\$229,840	\$0	\$103,428	\$0	\$0	\$103,428	\$22,894
State Insurance													
Nutrition Program													
Federal Grants													
Contributions/Donations													
State Revenue (RTR, LEI, Exempt/Voc)			\$11,589	\$11,589	\$0	\$11,589	\$11,589	\$0	\$5,215	\$0	\$0	\$5,215	\$1,159
Insert Revenue Lines Here													
Total Revenues			\$1,207,433	\$241,429	\$0	\$241,429	\$241,429	\$0	\$108,643	\$0	\$0	\$108,643	\$24,143
Expenses:													
Salaries			\$497,500	\$39,458	\$39,458	\$39,458	\$39,458	\$39,458	\$39,458	\$39,458	\$39,458	\$39,458	\$39,458
Social Ed			42,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Instructional Aides			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Classified/Office Staff			193,227	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102
Administration			80,000	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667	\$6,667
Nutritional Program			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Liberian			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel/Other			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insert Salaries Lines Here													
Total Salaries			\$792,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727
Benefits:													
Retirement/PER/SI			\$60,269	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689	\$6,689
Health/Life Insurance			98,585	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049
Payroll Taxes			50,721	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227
Workers Compensation			5,500	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458
Insert Benefits Lines Here													
Total Benefits			\$225,075	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423
Operating Expenses:													
Tendone's			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel			\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42
Legal			\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235
Accounting			\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Advertising/Marketing			\$1,000	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83
Gas/Electric			\$8,500	\$708	\$708	\$708	\$708	\$708	\$708	\$708	\$708	\$708	\$708
Telephones			\$3,000	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Liability & Property Insurance			\$4,900	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375
Staff Development			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Consulting			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel			\$2,000	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167
Postage			\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17
Rents and Leases			\$63,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contract/Lease			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commodities & Insurance			\$1,650	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133
Miscellaneous			\$1,800	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133
Water/Sewer/Garbage			\$1,800	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
2M Accounting System			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Student Management System			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insert OE Lines Here													
Total Operating Expenses			\$4,259	\$3,683	\$3,683	\$3,683	\$3,683	\$3,683	\$3,683	\$3,683	\$3,683	\$3,683	\$3,683
Program Expenses:													
Transportation			\$1,000	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83
Nutrition Program			14,000	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167
Title I			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Title VI-9			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insert Program Expenses Lines Here													
Total Benefits			\$15,000	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250
Total Expenses			\$1,115,802	\$87,658	\$87,658	\$87,658	\$87,658	\$87,658	\$87,658	\$87,658	\$87,658	\$87,658	\$87,658
Net Operating Income(Loss)			\$91,344	\$153,770	\$153,770	\$153,770	\$153,770	\$153,770	\$153,770	\$153,770	\$153,770	\$153,770	\$153,770
Repeating Fund Balance			\$0	\$153,770	\$307,540	\$461,310	\$615,080	\$768,850	\$922,620	\$1,076,390	\$1,230,160	\$1,383,930	\$1,537,700
Ending Fund Balance			\$1,332	\$153,770	\$307,540	\$461,310	\$615,080	\$768,850	\$922,620	\$1,076,390	\$1,230,160	\$1,383,930	\$1,537,700

Summit Public Charter School
Kindergarten-8th Grade Year 1 - Monthly
Best Case

	Year 1 (FY 12)	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
Number													
Rate													
Amount													
22	\$0.00												
68	\$0.00												
89	\$0.00												
94	\$0.00												
288													
Revenues:													
Number of Students K	\$1,247,699	\$249,622	\$246,522	\$0	\$249,622	\$249,622	\$0	\$0	\$112,285	\$0	\$0	\$112,285	\$24,952
Number of Students 1-3	\$0.00												
Number of Students 4-5	\$0.00												
Number of Students 6-12	\$0.00												
Exceptional	\$0.00												
Total Number of Students													
Expenses:													
Retirement/FERS/IRA	\$1,247,699	\$249,622	\$246,522	\$0	\$249,622	\$249,622	\$0	\$0	\$112,285	\$0	\$0	\$112,285	\$24,952
State Tuition	\$0												
Nutrition Program	\$0												
Federal Grants	\$10,000	\$2,500	\$2,500	\$0	\$2,500	\$2,500	\$0	\$0	\$2,500	\$0	\$0	\$0	\$0
Contributions/Donations	\$11,688	\$11,688	\$11,688	\$0	\$11,688	\$11,688	\$0	\$0	\$5,215	\$0	\$0	\$5,215	\$1,158
State Revenue (IRF, LEI, Except/Voc)	\$67,943	\$67,943	\$67,943	\$0	\$67,943	\$67,943	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insert Revenue Lines Here													
Total Revenues	\$1,315,622	\$261,110	\$263,610	\$0	\$263,610	\$261,110	\$0	\$0	\$120,000	\$0	\$0	\$117,600	\$26,111
Expenses:													
Salaries:													
Teachers	\$457,600	\$36,458	\$36,458	\$36,458	\$36,458	\$36,458	\$36,458	\$36,458	\$36,458	\$36,458	\$36,458	\$36,458	\$36,458
Classroom Aides	\$2,000	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Classified/Office Staff	\$18,227	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102	\$18,102
Administration	\$8,000	\$8,687	\$8,687	\$8,687	\$8,687	\$8,687	\$8,687	\$8,687	\$8,687	\$8,687	\$8,687	\$8,687	\$8,687
Nutritional Program	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Librarian	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insert Salaries Lines Here													
Total Salaries	\$475,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727	\$62,727
Benefits:													
Retirement/FERS/IRA	\$60,269	\$6,889	\$6,889	\$6,889	\$6,889	\$6,889	\$6,889	\$6,889	\$6,889	\$6,889	\$6,889	\$6,889	\$6,889
Health/Life Insurance	\$6,586	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049	\$8,049
Payroll Taxes	\$6,721	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227	\$4,227
Life Insurance/Compensation	\$0	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458
Insert Benefits Lines Here													
Total Benefits	\$73,576	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423	\$19,423
Operating Expenses:													
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contract Services	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42
Printing	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$202
Accounting	\$10,000	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83
Advertising/Marketing	\$5,100	\$425	\$425	\$425	\$425	\$425	\$425	\$425	\$425	\$425	\$425	\$425	\$425
Gas/Electric	\$3,000	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Telephone	\$4,500	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375
Liability & Property Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Staff Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Consulting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$2,000	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167	\$167
Postage	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17	\$17
Rent/Leases	\$68,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas & Water	\$18,500	\$1,542	\$1,542	\$1,542	\$1,542	\$1,542	\$1,542	\$1,542	\$1,542	\$1,542	\$1,542	\$1,542	\$1,542
Commodities/Insurance	\$1,800	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83
Miscellaneous	\$1,000	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83
Water/Sewer/Garbage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2M Accounting System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Student Management System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insert OE Lines Here													
Total Operating Expenses	\$110,800	\$9,233	\$9,233	\$9,233	\$9,233	\$9,233	\$9,233	\$9,233	\$9,233	\$9,233	\$9,233	\$9,233	\$9,233
Program Expenses:													
Transportation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Nutrition Program	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167
Title I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Title II-VI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insert Program Expenses Lines Here													
Total Benefits	\$14,000	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167
Total Expenses	\$1,110,602	\$87,226	\$87,226	\$87,226	\$87,226	\$87,226	\$87,226	\$87,226	\$87,226	\$87,226	\$87,226	\$87,226	\$87,226
Net Operating Income (Loss)	\$204,951	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885
Beginning Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ending Fund Balance	\$204,951	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885	\$173,885

Appendix-M

**SUMMIT CHARTER SCHOOL
Policy Regarding Dual Enrollment**

Part-Time Attendance / Dual Enrollment

In context of this policy, the term “non-public school student” refers to a student who is enrolled in a non-public school (including a home school or private school), enrolled in a public charter school or enrolled in a post-secondary institution.

Any non-public school student will be allowed to enroll at Summit Charter School and be entitled to participate in any program (curricular or extracurricular), subject to the same requirements as other students who are enrolled full-time in the Charter School and subject to the requirements set forth below in this policy.

Non-public school students admitted to Summit Charter School shall only be on school property during the hours of enrollment or as otherwise indicated by the Principal. Summit Charter School will not be responsible for the student during non-enrollment hours or times.

Admittance

The parent/legal guardian of any non-public school student wishing to admit their son/daughter in Summit Charter School for any academic or nonacademic program must register the student and provide the following prior to acceptance of any such student:

1. Birth certificate;
2. Evidence of residency within boundaries of Summit Charter School;
3. Immunization records (or an appropriate waiver); and
4. Student records from the previously attended public school, if any, and any other records providing academic background information.

Extracurricular Activities

The following rules apply for a non-public school student to be eligible to participate in nonacademic school activities (i.e., extracurricular activities):

1. Eligibility standards must be met the same as other regular full-time students;
2. The non-public school student shall achieve a minimum score on the achievement test(s) required annually by the State Board of Education for purposes of determining eligibility for the following school year. The minimum composite test score of the student must fall within the average range or higher as established by the test service utilized. The minimum score on each assessment is the fifth (5th) stanine for the battery total score;
3. A non-public school student will be subject to the same requirements as public school students regarding school attendance on the date of an activity. If the non-public school student is not scheduled to attend academic courses in the Charter School on activity days, the non-public school student’s primary education provider shall provide assurance to the Charter School that such student has met the attendance requirements in the non-public school academic setting.

April 5, 2012

Priority

Priority for enrollment, when school programs reach maximum capacities, will be given to students enrolled on a regular full-time basis. If a number of non-public school students request admission into the same class, they will be accepted on a first-come basis. In the event the class enrollment position of a non-public school student is needed for a regular full-time student during the course of the year, the full-time student will have priority for the position beginning with the semester after the need is identified. Students with disabilities residing in the Charter School who are attending private or home schools will be accepted in accordance with state and federal statutes.

Average Daily Attendance

Students who are dual enrolled (i.e., enrolled on a part-time basis) shall be used in calculating the Charter School's state fund, but only to the extent of the student's participation in the programs of Summit Charter School programs.

Transportation

Summit Charter School does not provide transportation services for any students.

Graduation

In order to graduate from the 8th grade of Summit Charter School, all non-public school students must meet the grade and other graduation requirements the same as regular full-time students.

Legal References:

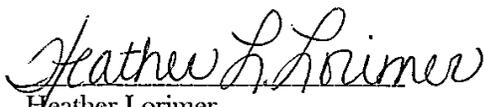
I.C. § 33-203 (1-9)	Dual Enrollment
I.C. § 33-5205 (3) (R)	Dual Enrollment
I.C. § 33-1001, et. seq.	Average Daily Attendance
IDAPA 08.02.03.111.13	Dual Enrollment

Board History with Policy:

Approved and Adopted on: Thursday, September 29, 2011



Jonathan Braack, M.Ed
Chairman of the Board



Heather Lorimer
Secretary of the Board

Appendix-N

April 5, 2012

RAVEN PRODUCTIONS
PO BOX 4967 Pocatello, Idaho 83205
(208) 232-2232

*New Dates
3/29 - 3/30 - 3/31*

Dear Spring Fair Exhibitor:

Just a short note to confirm your advance reservation for **THE BIGGEST SELLING EVENT OF THE YEAR...SPRING FAIR 2012!**

SHOW DATES: Thursday-Friday-Saturday March 22, 23, & 24, 2012

A complete informational packet will be mailed to all exhibitors in January 2012. If you have any questions or changes in your exhibit plans please let us know. Remember that all space **MUST BE PAID IN FULL** on or before February 18, 2012.

BOOTH/BULK AREA 81 EXHIBIT FEE 440 -

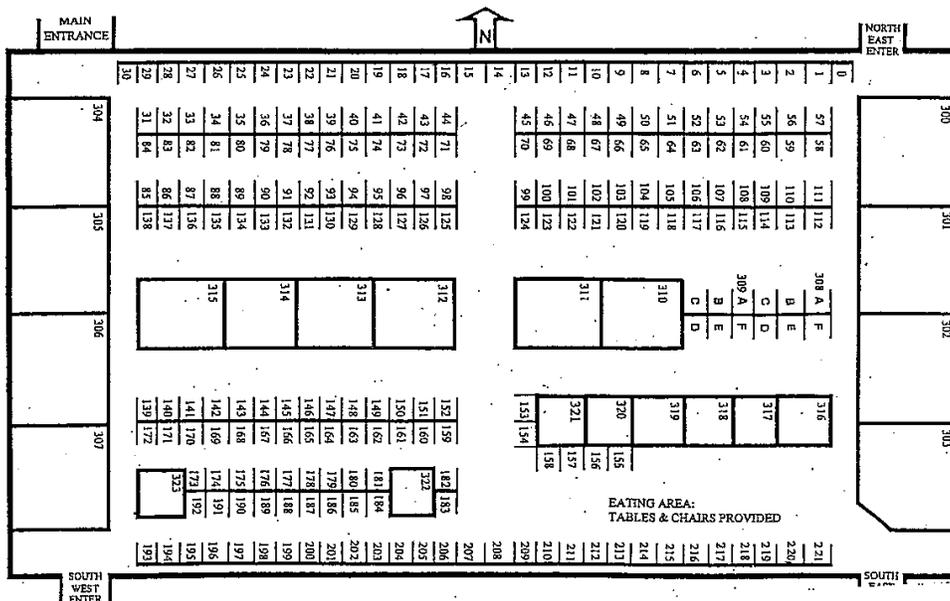
DEPOSIT PAID 44 - DEPOSIT DUE 0

REMAINING BALANCE DUE ON OR BEFORE FEB. 18, 2012 396 -

NOTICE.....

Only **CONFIRMED** products/services/concepts will be **ALLOWED** in your exhibit area. Those items, as we know, are listed below. Any changes to this list must be approved by **RAVEN PRODUCTIONS**. (Please be Brand Specific)

Info about new Charter School



April 5, 2012

SAFETY AND HIGH
EXPECTATIONS FOR
EVERYONE



WWW.GOSUMMIT.ORG

Hampton Inn & Suites
151 Vista Drive
Pocatello, ID 83201

To Whom it May Concern:

Summit Charter School is a new school in the Pocatello/Chubbuck area petitioning to open August 2012, for the 2012 – 2013 school year. The schools focus is to provide a safe environment for the children's learning while maintaining high expectations to challenge the children to excel. As a free public school, fundraising is necessary for the school to open and operate. We are asking for your help for an upcoming fundraiser, the information is below.

Date:	Friday, August 12th
Time:	5:00 PM
Location:	To be determined
Event:	Benefit concert featuring Jordan and Kaitlynn Bluth, including a VIP dinner.
Attendance:	VIP dinner is expected to have 30 and concert is expected to have up to 500 in attendance.
Our Request:	A space to hold the VIP Dinner, to hold up to 50 people (count includes staff) with serving tables for the dinner.
Donor Recognition:	All businesses supporting the event will be recognized as sponsors in event marketing which may include print, radio, and TV advertising. Recognition will also be made during the event.

Your support would be greatly appreciated! We are excited about the opportunity this event provides our school to raise necessary funds to open and operate. Summit Charter School values our community and always appreciates your support. If you have any questions, feel free to contact Heather Lorimer, our Fundraising Committee Chairman, at 208-269-0211.

Sincerely,

Susan Hall
Summit Charter School Board Founder

April 5, 2012



Summit Charter School, Inc.
4739 Kinmi Ct.
Chubbuck, ID 83202

Jonathan Braack,

On behalf of DevriAnn LLC we would like to thank the executive board and founders for the efforts with the Summit Charter School project. We can see a great value in the future success for the school especially for the future students. We would like to show our support by offering our services in an effort to save time and money for the school.

DevriAnn LLC specializes in custom manufactured consumer products, mostly in clothing however we have many other product opportunities as well. Below is a listing of products that we have worked with or have suppliers that work with. If the school is in need of a product that is not listed please contact us for a no obligation price and leadtime quote.

Product Possibilities:

- Clothing
- Promotional Items
- Computers
- Computer Components
- Monitors
- Network Hardware
- Sports Equipment
- Kitchen Equipment
- Student Desks
- Professional Desks
- Student Chairs
- Office Chairs
- Tables
- Cleaning Supplies

Supplies:

- Pencils
- Pens
- Chalk
- Notebooks
- Binders
- Calculators
- Paper

Many other items

We will be willing to limit any markup on the items to cover our costs or in some circumstances we may be willing to donate some of these items as well. Please let us know how we can be of assistance.

Sincerely,

Bart Ward
Owner – DevriAnn LLC

April 5, 2012



Summit Charter School, Inc.
4739 Kimmi Ct.
Chubbuck, ID 83202

Jonathan Braack,

As a founder of the Summit Chart School Board I would like to give an update on current and future fundraising efforts. Our first fundraiser is scheduled to take place in a few weeks. This fundraiser is the beginning of a great effort to obtain necessary funds that will take the school through the startup and first open operating phases. A detailed update on the first fundraiser is listed below; it is several events that will work together as one fundraiser.

Fundraiser Part I

Dates: August 11
Time: 5:00pm
Location: Cotant Park, Chubbuck Idaho
Event: Free concert at the park featuring Jordan and Kaitlynn Bluth. Dinner will be offered exclusively by board members and founders for attendees to purchase, all proceeds from the dinner will go directly to the school. This will be in conjunction with the local city sponsored Chubbuck Days festival.
Attendance: We are anticipating on attendance of 250 to 500 people.
Potential Benefit: \$1,250 - \$2,500

Fundraiser Part II

Dates: August 12
Time: 5:00pm
Location: Hampton Inn & Suites, 151 Vista Dr. Pocatello Idaho
Event: VIP Dinner with Jordan and Kaitlynn Bluth
Attendance: 30 Tickets to be sold in conjunction with the Concert Meet and Greet.
Potential Benefit: \$2,550

Fundraiser Part III

Dates: August 12
Time: 7:30pm
Location: Stephens Performing Arts Center, Bistline Theater, Idaho State University
Event: Concert with Meet and Greet Featuring Jordan and Kaitlynn Bluth
Attendance: We are anticipating on attendance of 250 to 500 people.
Potential Benefit: \$3,250 - \$6500

Total fundraiser benefit: \$7,050 - \$11,550

April 5, 2012



Our first Fundraiser is to start the ball rolling in the right direction and to fund our first marketing and miscellaneous expenses. Our other efforts are not set completely at this point but will be as we work toward future fundraising activities. Listed below are some details of our plans that are in current development.

Community Events:

Spring of 2012 we have a possibility of hosting a benefit concert with Kurt Bestor. We have made contact with Kurt Bestor and he is considering the concert with a split of the profits earned. In the past Kurt Bestor has sold out Christmas concerts in Pocatello. This fundraiser has the potential to raise \$15,000 to \$30,000 or more for the school

Community 3 on 3 basketball tournament. We have contacts with Shawn Bradley, a retired NBA player that may be available to play in the tournament to attract more involvement.

The Jordan and Kaitlynn Bluth concert is a part of the Chubbuck Days festival. The City of Chubbuck has asked that it become an annual event, the school can elect to continue this fundraiser for at least the next 3 to 5 years.

The Pocatello area is predominantly and LDS community. With the high level of church activity and access to well known LDS performers and authors we are working on hosting several of them in the area for various activities.

Philanthropy:

Local support has always been a big part of schools and other non-profit entities in the area. There are a number of business owners and philanthropists that we have access to and will be working with to build local funding support.

In addition to community members we have access to many others that may potentially help with funding the school. A small incomplete list of people we will be working with are listed below.

Dr. Stephen R Covey – Author and faculty at Utah State University
Michael Ballam – Singer, Performer
Ronald Daw – International Business Owner
Shawn Bradley – Retired NBA Star
Kurt Bestor – Singer, Songwriter
Michael McLean – Singer, Performer
Jon Huntsman – Business Owner, Major Donor to Huntsman Cancer Center
Glenn Beck – TV Show Host, Entertainer, Political Strategist
Several others we are currently working on.

Grants:

There are many grants available from local groups to national level companies, individuals, and governments. We have a team that will be working on grant research and writing to utilize that avenue of financing to the fullest as well.

The Fundraising committee has been busy with these and other possible fundraising activities to raise the necessary money to get the school running. We plan to have all expenses covered for start up as well as assistance and emergency funds available throughout the start up and well into the future of school operation.

Sincerely,

Bart Ward
Summit Charter School Founder Board Member

April 5, 2012



Summit Charter School, Inc.
4739 Kimmi Ct.
Chubbuck, ID 83202

Jonathan Braack,

On behalf of DevriAnn LLC we would like to thank the executive board and founders for the efforts with the Summit Charter School project. We can see a great value in the future success for the school especially for the future students. We would like to show our support by offering our services in an effort to save time and money for the school.

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Supplies:

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- Notebooks
- Binders
- Calculators
- Paper

Many other items

We will be willing to limit any markup on the items to cover our costs or in some circumstances we may be willing to donate some of these items as well. Please let us know how we can be of assistance.

Sincerely,

Bart Ward
Owner – DevriAnn LLC

April 5, 2012

APPENDIX O

April 5, 2012

Summit Charter School

9/28/2011

Reference: Donation to Summit

Marianne Healea

1505 Olympus Point

Pocatello, Idaho 83201

I have decided to donate \$10,000 to the school for start-up costs. I will also donate \$5000 each year for the first 3 years the school is in operation.

Marianne Healea

April 5, 2012

Summit Charter School

Fund Raising Committee

Dear Sirs:

Donna Rollman
12512 N. Fallen Shadows Dr.
Marana AZ. 85658

Donna has a great deal of experience in coordinating fund raisers in the Arizona area.

Donna has also been working with a firm called Send Out Card and has volunteered to assist

Summit with marketing and fundraising ideas she has used in the Arizona area.

This seminar will be free and will help us focus on best practices in the future.

The seminar will be during Sept 2011 and will be scheduled in August.

Greg Smith

April 5, 2012

Summit charter school

Founders board

7/29/2011

Dear Sirs:

It is my intent to assist you in a meaningful way before your opening in the school year 2012. I will help buy funding whatever is needed at that time to the best of my abilities.

Marianne Healea

April 5, 2012

APPENDIX P

April 5, 2012

HOLY SPIRIT CATHOLIC SCHOOL

540 NORTH 7TH AVENUE
POCATELLO, IDAHO 83201
(208) 832-5763

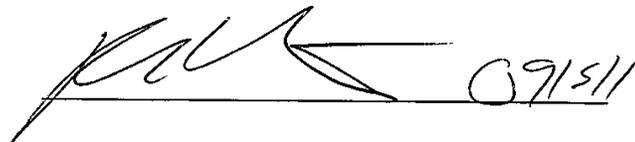
September 15, 2011

FOOD SERVICE CONTRACT LETTER OF INTENT
2012/2013 SCHOOL YEAR

Holy Spirit Catholic School (HSCS) will provide meals for Summit Charter School (SCS) for the 2012/2013 school year under the following stipulations:

1. Meals provided by HSCS will meet the standards imposed by the Federal School Lunch Program.
2. HSCS will be responsible to transport the meals to SCS. (Subject to change depending on location.)
3. SCS will be responsible to pay for the meals as follows:
 - Full rate.....\$2.75 (Students)
 - Reduced rate.....\$.40 (for qualifying students)
 - Free..... -0- (for qualifying students)
 - Milk only.....\$.35 (Subject to change)
 - Adults.....\$3.00
 - o If food or fuel prices change dramatically, HSCS reserves the right to renegotiate this contract.
 - o HSCS will receive subsidy for SCS students who qualify for Free and Reduced lunch.
4. SCS will be responsible for distributing and collecting Free and Reduced forms.
5. SCS will be responsible for serving the meals.
6. SCS agrees that HSCS will be the only entity supplying school lunch for SCS for the 2012/2013 school year.

This contract letter of intent is for the period August 1, 2012 through June 30, 2013



Richard Howlett, Food Service Mgr date
Holy Spirit Catholic School

April 5, 2012

HOLY SPIRIT CATHOLIC SCHOOL

540 NORTH 7TH AVENUE
POCAHONTAS, IOWA 83201
(202) 832-5763

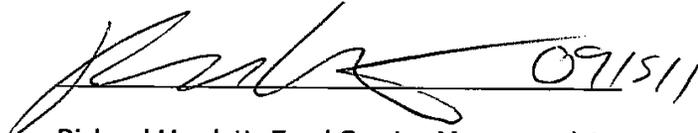
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 - Reduced rate.....\$.40 (for qualifying students)
 - Free..... -0- (for qualifying students)
 - Milk only.....\$.35 (Subject to change)
 - Adults.....\$3.00
 - o If food or fuel prices change dramatically, HSCS reserves the right to renegotiate this contract.
 - o HSCS will receive subsidy for SCS students who qualify for Free and Reduced lunch.
4. SCS will be responsible for distributing and collecting Free and Reduced forms.
5. SCS will be responsible for serving the meals.
6. SCS agrees that HSCS will be the only entity supplying school lunch for SCS for the 2012/2013 school year.

This contract letter of intent is for the period August 1, 2012 through June 30, 2013


Richard Howlett, Food Service Mgr date
Holy Spirit Catholic School

April 5, 2012

APPENDIX Q

April 5, 2012

MRFB

Box 722 LOGAN, UT 84323 / 208.317.2221

Dear Pocatello Charter School:

This letter is to certify that all things in the letter of Intent will remain the same with a new expiration date of August 2013. However if another Tenant desires to lease the space within that time frame before said date, the Pocatello Charter School will be offered the first write or refusal on the lease and two weeks to execute the previously mentioned lease.

Sincerely:

Carla Albertson
MRFB / Westwood Mall

Jeffrey W. Bellant
Managing Member MRFB

April 5, 2012

Lease Agreement

THIS LEASE AGREEMENT, Dated this _____ day of _____ 2012 made between **MRFB, LLC**, (the West Wood Mall) (herein called "LANDLORD"); Summit Public Charter School, Inc: "Tenant"). For the 2013 School Year.

GRANT: In consideration of the TENANT agreeing to pay rent and perform the terms and conditions contained in this lease, the LANDLORD leases to the TENANT and the TENANT leases from the LANDLORD the premises, which are hereinafter described.

PREMISES: The LANDLORD is the owner of the property at 1800 Garrett Way located in the City of Pocatello, Idaho, commonly known as the Westwood Mall. Site Plan Lease Exhibit "A" is herein referred to as the "LEASED PROPERTY".

WITNESSETH: That LANDLORD, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by TENANT, does hereby lease unto TENANT that building located at 1800 Garrett Way # 2 and 2A, Pocatello, Idaho (See Exhibit "A") (herein called "the LEASED PROPERTY"), together with the nonexclusive right to use, in common with others; the parking areas, driveways, footways and other facilities provided by LANDLORD for the common use of tenants such common use facilities being herein collectively called "the PARKING FACILITIES" of the building (herein called the "Westwood Mall").

TENANT does hereby rent the same from LANDLORD upon the following terms and conditions:

1. **TERM:** The term of this Lease Agreement shall be for 7 years (84 months), with three one-year (12 month) term options, a potential full term of 10 years or (120) months. Tenant may exercise it's option to extend the term of the Lease by giving Landlord 90 days written notice prior to the expiration of the

Initials:

Landlord: _____

Tenant: _____

Page 1 of 18

term of their current Lease or any option term of its intent to exercise an option.

2. Landlord reserves the right to transfer this Lease Agreement with 30 days notice to move the Tenant to a new location within the mall area suitable to both parties.

- A. **EFFECTIVE DATE OF THE LEASE:** The lease will be in full force and effect after the occurrence of the following events:
 1. Approval of Tenant's zoning by the City of Pocatello.
 2. Approval of Tenant's Charter by the State of Idaho.
 3. Relocation of the current Tenant to accommodate the space requested by Tenant by the 1st day of May 2013.

In the event of the failure of any one of these events, this Lease shall be null and void.

- B. **COMMENCEMENT OF LEASE TERM:** Subject to ¶12A hereof, the term of the lease shall start on July 1st, 2013 or date of possession, whichever ever comes later. (Commencement date).

- C. **COMMENCEMENT OF RENT FOR THE LEASE:** Rent shall begin for TENANT on the Commencement Date. If there is a partial month's rent due and payable when TENANT'S rent begins, that partial month's rent will be credited to TENANT from the first month's rent paid at the time the lease is executed with the balance to be applied to the next months rent. After the partial month's rent payment, all rent will be due on the 1st of each month as stated in Item 2 below.

2. **RENT:** As rent for the LEASED PROPERTY, TENANT covenants and agrees to pay to LANDLORD at the address hereinafter set forth, the following sums as monthly rent:

Initials:
Landlord: _____
Tenant: _____

Year 1	\$7,100.00 per month w/ a 3 month rent concession for the first 3 months after the Commencement Date. (Not to exceed 3 months rent).
Years 2-7	\$7,100.00 per month
Years 8, 9, and 10	Tenant shall have the option of 3 – 1 year (12) month extensions, provided that Landlord and Tenant can agree to the rent increases for each such renewal term within 30 days of Tenant's notice of exercise of each such option.
Relocation	In addition to monthly rent, Tenant shall pay Landlord's actual costs for relocating the current tenant to a new location inside the mall, to be billed and paid monthly as costs are incurred, not to exceed \$65,000.00 for Tenant's share.

3. **COMMON AREA MAINTENANCE:** In addition to the aforementioned rent, TENANT covenants and agrees to pay to LANDLORD, TENANT'S Share (as hereinafter defined) of monthly estimated Common Area Maintenance (hereinafter, "CAM") charges of:

CAM is included in rent

CAM charges include the cost of operation and maintenance of the common area including the taxes and insurance described in Sections 4 & 5 below. Cost of operations shall include but not be limited to; exterior maintenance, sanitary control, cleaning, lighting, landscaping, painting and normal snow removal, of common areas, public liability, fire and extended coverage and property damage insurance policy and property taxes. CAM charges does not include outsourced snow removal, which is charged to the TENANT on a prorated basis of LANDLORD'S actual cost of snow removal as incurred. The charges for snow removal will be in addition to Rent.

4. **CASUALTY INSURANCE:** TENANT shall provide any and all casualty insurance covering the contents of the LEASED PROPERTY. LANDLORD shall secure and

Initials:

Landlord: _____

Tenant: _____

maintain fire and extended coverage insurance covering the entire building in an amount equal to 100% of the full replacement costs of the insurable portion of said building, excluding its contents, naming as insured LANDLORD, TENANT and any mortgagee or mortgagees designated by LANDLORD from time to time, as their respective interests may require. LANDLORD shall also secure general public liability insurance (as described in Section 11 below) against claims occurring on or about the PARKING FACILITIES. Casualty Insurance is included within the costs of CAM with TENANT'S portion of CAM charges noted in Item #3 above.

5. **TAXES:** TENANT shall pay all property taxes assessed against all of TENANT'S personal property, trade fixtures and inventory. LANDLORD shall pay the property taxes on the Leased Premises as they currently exist (Base Rate).

In the event the assessment for taxes exceed the Base Rate in the future, the LANDLORD will furnish to TENANT a statement setting forth the estimated total amount of property taxes in excess of the Base Rent and TENANT'S pro rata share of the taxes allocated to the LEASED PROPERTY. LANDLORD will notify TENANT at the end of each calendar year and new rent amount will be adjusted in writing for estimated taxes in excess of the Base Rate. TENANT shall reimburse LANDLORD, the amount thereof in equal monthly installments within the next calendar year. TENANT will receive notice in writing with a copy of the tax assessment or notice or other documentation in the event of a tax increase.

6. **PRORATA SHARE:** The term "Tenant's Pro-rata Share" as used in this lease shall mean the ratio calculated by dividing the square footage of the Leased Property by the total square footage of the Westwood Mall to be applied to payment of taxes, snow removal etc. as stipulated in the various lease sections.

7. **DELINQUENT RENT:** All rent shall be due and payable on or before the first (1st) of the month. Delinquent rent (if not received by the 10th of the month) or other charges bill to Tenant not paid within 30 days, shall be subject to a late charge of twelve percent (12%) and if over thirty days (30) delinquent, shall bear interest thereafter at a rate of eighteen percent (18%) per year.

Initials:

Landlord: _____

Tenant: _____

8. **SECURITY DEPOSIT: A deposit of \$7,100.00 is due at the time of execution of the lease.** This deposit shall be held by the Landlord, without interest, as security for unpaid rents, damage to the property (normal wear and tear excepted) and Tenant's failure to perform Tenant's covenants and obligations herein. The balance, after application to the same, shall be refunded to the Tenant within 30 days of termination (as provided herein) of this Lease. Any deductions from this deposit shall be documented by a statement accompanying a the refund of the balance of the deposit, if any. Tenant shall remain responsible for any amounts owing by Tenant which exceed the deposit.

9. **USE OF THE LEASED PROPERTY:** TENANT covenants and agrees that TENANT will use the LEASED PROPERTY for a Charter School K-8. TENANT will make no unlawful use of the LEASED PROPERTY and will not keep or maintain thereon any substances or materials or conduct its business operation in a manner which may violate or endanger the validity of the hazard insurance on the improvements or increase the premium of such.

Tenant understands and agrees that other Tenants with the Westwood Mall have or will have operations which include the sale of beer, wine and/or liquor within 300 feet of Tenant's public school. Tenant agrees to the sale of beer, wine and/or liquor within the Westwood Mall within 300 feet of Tenant's nearest entrance or otherwise and agrees to approve and support any request to the governing body of the City of Pocatello by the Landlord or a Westwood Mall tenant to approve such operations and the issuance of a beer, wine or liquor license within the Westwood Mall. Tenant further understands and agrees that in the event a present or future Tenant of the Westwood Mall is refused a license for beer, wine or liquor by the State of Idaho, Bannock County or the City of Pocatello, due to Tenant's presence in the Westwood Mall, Landlord may elect to terminate this lease within 30 days written notice with Tenant to vacate the Leased Property as soon as practicable, which shall not exceed the end of the current school semester.

Initials:

Landlord: _____

Tenant: _____

10. **LIABILITY INSURANCE FOR LEASED PROPERTY:** TENANT covenants and agrees to secure and maintain during the term hereof, an insurance carrier or carriers approved by LANDLORD, which approval LANDLORD shall not unreasonably withhold, general public liability insurance against claims for personal injury, death or property damages, occurring in, on or about the LEASED PROPERTY, with limits of not less than one million dollars (\$1,000,000.00) for personal injury or bodily injury or death of any one person, one million dollars (\$1,000,000.00) for personal injury or bodily injury or death of more than one person in one occurrence and five hundred thousand dollars (\$500,000.00) with respect to damage to or destruction of property for each occurrence, which shall name both LANDLORD and TENANT as insured's. TENANT shall provide LANDLORD with a certificate of insurance to comply with this paragraph. If TENANT fails or refuses to secure the same, LANDLORD may secure and maintain such insurance, the cost for which shall be added to the rent and shall be subject to the late charge and interest as provided for delinquent rent. Insurance required hereunder shall be with companies licensed to do business in the State of Idaho and be rated "B class" or better in the AM Best Company Rating Guide.

11. **UTILITIES:** TENANT shall pay for utilities used or consumed on the LEASED PROPERTY, including but not limited to water, electricity, gas and the disposal and removal of trash. If TENANT fails or refuses to pay the same, LANDLORD may make such payments and such payments shall be added to the rent and shall be subject to the late charge and interest as provided for delinquent rent.

12. **MAINTENANCE & REPAIRS:** TENANT shall keep the interior of the Leased Property in a good state of repair including paint (except for structural defects); shall perform all maintenance, repairs and replacements as required to maintained the Leased Property and its contents to at least its current condition including but not limited to heating, air conditioning, fire suppression system pipes, heads and all other systems and improvements. Tenant is responsible for electrical, above-grade water and sewer facilities within the building; shall promptly replace all broken or damaged glass. Tenant will have carpets professionally cleaned once in every calendar year. If not the Landlord

Initials:
Landlord: _____
Tenant: _____

April 5, 2012

will have it done upon inspection and will back charge the Tenant, and or Tenant will be responsible for carpet replacement if needed. It is the Tenants responsibility to provide and maintain any equipment used to facilitate its customers or operations. Tennant shall keep sidewalks and entry ways to the Leased Property free from snow and ice during normal business hours, litter, merchandise and obstructions of any kind; shall make no structural changes in the building without the prior written consent of LANDLORD; and shall repair any damage to the roof of the building caused by Tenant including the installation of approved signs, or satellite dishes thereon erected by the Tenant or for the benefit of TENANT. If TENANT fails to keep and maintain the LEASED PROPERTY as herein provided, LANDLORD may perform such repairs and maintenance, and the costs thereof, plus twelve percent (12%) for supervision, shall be added to the rent and shall be subject to the late charge and interest as provided for delinquent rent. LANDLORD shall keep the exterior of the building in a good state of repair; shall correct any structural defects; and shall keep the roof in a good state of repair, except for damages caused by Tenant. TENANT shall return the LEASED PROPERTY to LANDLORD upon the termination of this Lease in the same condition and with said improvements (see Exhibit B for improvements) as when received, ordinary wear, tear and acts of God only excepted. TENANT shall keep all exits clear of debris for exiting. Shall not stack merchandise over legal limits in height for fire codes and fire suppression system. TENANT shall maintain all valves, heads and pipes controlling water supply for fire suppression sprinkler system, maintain illuminated exit signs, and all fire extinguishers.

13. **DESTRUCTION OF BUILDING:** If the building is totally destroyed (or so substantially damaged as to be untenable) by storms, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for between LANDLORD and TENANT as of that date. If the building is damaged but not rendered wholly untenable and the damage can be fully repaired within one hundred eighty (180) days, rent shall abate in proportion as the building has been damaged and LANDLORD shall restore within said time limit, whereupon rent in full shall recommence. Should the LANDLORD fail or refuse to fully

Initials:

Landlord: _____

Tenant: _____

Page 7 of 18

repair the building within said one hundred eight (180) days, TENANT may terminate this Lease.

14. **PARKING FACILITIES:** LANDLORD has constructed or provided on the subject property sufficient parking. TENANT'S patrons, employees and customers shall have the nonexclusive right along with the patrons, employees and customers of other tenants of the building to use the parking areas.

The LANDLORD shall:

- a. Maintain floodlights and other means of illumination sufficient to illuminate the PARKING FACILITIES including the rear parking areas, during at least three (3) hours or more beyond twilight and evening hours that TENANT is open for business and in operation;
- b. Maintain and keep the PARKING FACILITIES in good condition and clean and remove debris, ice and snow there from.
- c. Secure and maintain for the mutual benefit of LANDLORD, TENANT and other tenants of the building general public liability insurance against claims for personal injury, death or general property damage occurring on or about the operations of the PARKING FACILITIES. The limits of liability of such insurance shall not be less than one million dollars (\$1,000,000.00) for personal injury or bodily injury or death of any one person, one million dollars (\$1,000,000.00) for personal injury or bodily injury of more than one person in one occurrence, and five hundred thousand dollars (\$500,000.00) with respect to damage to or destruction of property for such accident.

The Tenant shall:

Prepare a traffic plan for the orderly and safe delivery and pick up of students to and from the Leased Property, with limited interference with the use of the parking lot by other tenants, patrons and others coming to and from the Westwood Mall. Tenant shall be solely responsible to

Initials:

Landlord: _____

Tenant: _____

provide personnel to supervise and police the traffic and shall indemnify and hold harmless Landlord from any and all claims for bodily injury or death to a student, parents or other third party arising out of the delivery, pick up, or other traffic event related to the Tenant's operation.

15. **INSPECTION:** LANDLORD may at all reasonable times enter to view the LEASED PROPERTY to make repairs or show the LEASED PROPERTY to persons who may wish to lease or buy the same. LANDLORD will make its best efforts not to enter the premises during TENANT'S peak business hours.
16. **ASSIGNMENT:** This Lease Agreement may be assigned by Landlord. TENANT shall not assign this Lease nor sublet all or any part of the LEASED PROPERTY without the prior written consent of LANDLORD, which shall not be unreasonably withheld.
17. **REMOVAL OF FIXTURES:** TENANT may remove, prior to the termination of this Lease, all fixtures and equipment which it has placed on the LEASED PROPERTY provided, TENANT shall repair all damages caused by such removal.
18. **ADVERTISING SIGNS:** TENANT may display signs it may deem necessary on the LEASED PROPERTY so long as the placement thereof does not interfere with the enjoyment of adjoining premises by other tenants, their patrons and customers, and provided LANDLORD has given prior written approval for the designation, nature, style and location of any such signs, and Pocatello City has approved the signage.
19. **TERMINATION:** If TENANT fails to keep and perform or shall violate any of the covenants, conditions or terms of this Lease, including the payment of the monthly rental when and as due, and fails to remedy such default within thirty (30) days after written notice thereof by LANDLORD, or if TENANT is adjudicated bankrupt or makes an assignment for the benefit of creditors, or if a receiver shall be appointed for TENANT or its interest hereunder, then and in any such event, LANDLORD shall have the right at

Initials:
Landlord: _____
Tenant: _____

any time thereafter to terminate this lease without further notice or demand. The right of termination shall not be exclusive and LANDLORD shall have other such rights and remedies as may be provided by law for enforcing LANDLORD'S rights hereunder and for the collection of rent and other damages.

TENANT agrees to pay LANDLORD'S cost, including reasonable attorney's fees, for enforcing any of LANDLORD'S rights hereunder, including, but not limited to, the collection of rent, late charges and interest on delinquent rent and damages.

20. **BENEFITS:** This Lease and its terms and conditions shall inure to the benefit of the parties and their respective heirs, successors and assigns, limited however, by the provisions herein expressed to the contrary.

21. Tenant agrees to (1) remain courteous to Landlord and all other Tenants, (2) Not to cause disruptions including gatherings by students or other conduct while not in school and (3) to not be unusually loud in their conduct of their operations.

NOTICE: Any notice provided for or permitted herein may be delivered in person to the other party or may be delivered by depositing a copy thereof in the United States mail, sent via Certified Mail with Return Receipt requested, postage prepaid, addressed as follows:

LANDLORD:

MRFB, LLC
Jeffrey W. Ballard
P.O. Box 722
Logan, Utah 84323-0722

TENANT:

Summit Charter School, Inc.
4739 Kimmi Court
Chubbuck, ID 83202

Initials:

Landlord: _____

Tenant: _____

April 5, 2012

Notice by mail shall be considered delivered 24 hours following the deposit and postmark thereof in any United State post office. Either party may change the address of notice by giving appropriate notice thereof in writing to the other Party.

22. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of Idaho; and parties consent to enforcement of this Lease by the courts of the State of Idaho located within Bannock County, Idaho.

23. **ARBITRATION:** The parties agree that any controversy or claim arising out of or relating to this lease, except for the collection by Landlord of unpaid rent or other charges, shall be settled by arbitration in Pocatello Idaho in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

24. **MERGER OF NEGOTIATIONS:** All negotiations between the parties are merged into this Lease Agreement and there are no undertakings or agreements other than those incorporated herein. This Lease Agreement may not be modified, except by an instrument in writing by the parties.

IN WITNESS WHEREOF, the parties have execute this Lease Agreement hereto this _____ day of _____ November 2011.

TENANT:

LANDLORD:

MRFB DEVELOPMENT, LLC

By: Jonathan Braack
Its: Vice Principal
Summit Charter School, Inc.

By: Jeff W. Ballard
Its: Managing Member

Initials:

Landlord: _____

Tenant: _____

Page 11 of 18

April 5, 2012

SEPARATE ENTITY GUARANTEE OF LEASE AGREEMENT

In order to induce MRFB, LLC (Landlord) to execute the foregoing Lease Agreement (hereinafter Lease) with Summit Public Charter School Inc. and all board members as Tenant, the undersigned each hereby unconditionally guarantee the payment and performance of, and agrees to pay and perform as a primary obligor all liabilities, obligations and duties, including, but not limited to, payment of rent imposed upon Tenant under the terms of the Lease as if the undersigned had executed the Lease as Tenant thereunder.

The Entity of the undersigned hereby waives notice of acceptance of this guarantee and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed thereby, including notices of default by Tenant under the terms of the Lease and waives diligence, presentment and suit on the part of the Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. Each of the undersigned further agrees that Landlord shall not be first required to enforce against Tenant or any other person or any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against the undersigned. Suit may be brought and maintained against each of the undersigned by Landlord to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person.

The liability of each of the undersigned shall not be affected by any indulgence, compromise, settlement, or variation of terms which may be extended to Tenant by Landlord or agreed upon by Landlord and Tenant and shall not be affected by termination of the Lease or the release of one (1) or more of the undersigned Guarantors. Landlord and Tenant, without notice to or consent by the undersigned, may any time or times enter into such modifications, extensions, amendments or other covenants respecting the lease as they may deem appropriate and the undersigned shall not be released thereby but shall continue to be fully liable for the payment and performance of all liabilities, obligations and duties of the Tenant under the Lease as so modified, extended, or amended.

The Entity agrees that in the event that the Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any provision of the federal or state laws governing bankruptcy, now or hereafter in effect, or if the Tenant shall seek a judicial readjustment of the rights of its creditors under any present federal or state law, or if a receiver of all or part of its property and assets is appointed by any federal or state court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of the Guarantor(s) under this

Initials:

Landlord: _____

Tenant: _____

Page 12 of 18

April 5, 2012

Guaranty and the liability of each Guarantor with respect to such Lease shall be of the same scope as if each Guarantor had executed the Lease in the place and stead of the Tenant, and no "rejection" and/or "termination" of the Lease in any of the proceedings referred to herein shall be effective to release and/or terminate the continuing liability of each Guarantor to the Landlord under this Guaranty with respect to the Lease for the remainder of the lease term stated therein unaffected by any such "rejection" and/or "termination" in said proceedings.

Any release of a Guarantor from the obligations of this Guaranty must be in writing and signed by the Landlord and expressly state the Landlord's intent and agreement to release and discharge the Guarantor hereunder.

In the event of the Tenant's default under the Lease or the default of a Guarantor under this Guaranty, each Guarantor agrees to pay Tenant's reasonable attorneys' fees and other costs as provided by the terms of the Lease, incurred by the Landlord in connection therewith, whether or not suit or action is filed, and payment thereof shall be a condition of the curing of such default.

Each Guarantor expressly agrees that this Guaranty, and all rights of the Landlord hereunder, may be assigned by the Landlord to another without the notice to or consent of the Guarantor(s), and if so assigned by the Landlord, the assignee shall have all of the rights of the Landlord hereunder.

This agreement shall be binding upon each of the undersigned, the successors, heirs, executors and administrators of the undersigned and shall inure to the benefit of the Landlord and his heirs, executors, administrators and assigns.

IN WITNESS WHEREOF signed and executed this ____ day of _____ to be effective as the date of the above-referenced Lease.

Guarantor

Guarantor, (Print Name)

Initials:
Landlord: _____
Tenant: _____

EXHIBIT "A"

To Lease Agreement between Summit Charter School TENANT and MRFB llc
LANDLORD.

DESCRIPTION OF LEASED PROPERTY:

15,293 sq. feet of space

That portion of a tract of land in the SE ¼ of Section 22. Township 6 South, Range 34
EBM, Bannock County, Idaho shown as Parcel No. 4 on a recorded of survey map
instrument no. 760780 records of Bannock County, Idaho, located at 1800 Garrett Way,
known as the Westwood Mall, the space known as # 2 and 2A. Containing
approximately 15,293 square feet as measured by BOMA standards.

Signed for Identification of Exhibit "A"

For LANDLORD

For TENANT

Initials:

Landlord: _____

Tenant: _____

EXHIBIT "B"

Construction and/or Finishing of Improvements to Leased Premises

In accordance with the provisions of the body of the Lease, to which this Exhibit "B" is attached, the improvements to the LEASED PROPERTY shall be constructed and/or finished (as the case may be) in the manner described and upon all of the terms and conditions contained, in the following portion of this Exhibit "B".

TENANT shall:

1. Any items not listed are the sole responsibility of the Tenant.
2. Purchase any items if their business requires anything additional. (ex: fire extinguishers, fire panels, fire doors, etc.)
3. Tenant will do all of their own re-model including new space across the hall including electrical.
4. Lighting in new room is excluded.
5. Accept all restrooms will be left "as is". Any remodeling will be at Tenant's expense.
6. Pay for all Carpet & Paint used to update both spaces.
7. Make any handicapped improvements inside or outside if needed by code. Including concrete at entry.
8. Will provide all Fire Code requirements including panel, wiring to include additional space across hallway, strobes and smoke alarms for the new space across the hall.
9. Provide any "to code" requirements in space needed for a school.
10. Pay all expenses to move Day Care to new location as described in section 2.
11. Will accept additional space across hallway "as is" and will do all remodel required.
12. This lease is contingent on the obtaining their Charter from the State of Idaho as well as obtaining the zoning requirements from the City of Pocatello.

Landlord Shall:

1. Give a 3 month rent concession during the first months of rent. Beginning July 2012 or date of possession.
2. Provide all HVACs in all spaces are working and are in a good state of repair at move in.
3. Will provide the north room with proper remodel of the floor, bringing to code.
4. Re-carpet all floors.
5. Re-paint all walls.

Initials:

Landlord: _____

Tenant: _____

April 5, 2012

6. Replace glass window in lobby.
7. Replace railing outside front door or provide a metal wedge from one level to another.
8. All light bulbs and light lenses will be installed and in good working order.
9. Any VCT tiles will be repaired if ripped.
10. Provide locked or tamper free covers for electric panels in boy's restroom if required by code.
11. Repair or replace front panel of drinking fountain.
12. Replace any handles on doors that were taken off.
13. Repair rust on second exit door and provide weather stripping.
14. Remove carpet in fire hallway.
15. Paint fire hallway.
16. Lower fire sprinkler heads in classrooms across the hallway.
17. Finish doorway opening into back hallway of main space.
18. Pay for lighting in the new space, including fixtures.
19. Allow Tenant to use the existing mall's trash container for all it's trash.

Signed for Identification of Exhibit "B"

For LANDLORD:

For TENANT:

Initials:

Landlord: _____

Tenant: _____

Page 16 of 18

April 5, 2012

EXHIBIT "C"

Tenant's Pro-rata Share shall be estimated as follows:

Signed for Identification of Exhibit C

For LANDLORD

For TENANT

Initials:
Landlord: _____
Tenant: _____

Page 17 of 18

April 5, 2012

RIDER

Landlord and Tenant agree that, if any provision on this rider conflicts with any item in the lease or its exhibits, that the provisions of the rider will govern:

Initials:
Landlord: _____
Tenant: _____

Page 18 of 18

APPENDIX R

April 5, 2012



Idaho School Boards Association, Inc.

"Trustee Leadership for Excellence in Idaho Public Education"

PO Box 9797, Boise, Idaho 83707-4797

Phone (208) 854-1476 Toll-Free (866) 799-ISBA Fax (208) 854-1480

4739 Kimmi Court
Chubbuck, Idaho 83202

ATTN: Letter of Intent to Provide Board Governance Training

Board of Directors of Summit Public Charter School:

Thank you for inviting me to your board meeting the other day. It was a pleasure to visit with you. I appreciate the time you dedicate to the students of Idaho and your willingness to serve.

The purpose of this letter is to summarize our discussion regarding training for your district.

- Pending approval from the Public School Charter Commission, ISBA will deliver monthly training for your board of directors at a cost of \$1200 for 12 months, as a 1 hour session per visit. This cost does not include travel costs, from Firth to Pocatello, at the state reimbursed travel rate. Additional hours would be billed at \$100 per hour.
- A spectrum of topics will be covered including, but not limited to: Effective Governance, Roles and Responsibilities, Effective Meetings, Board/Administrator Relationships, Policy, Community Engagement, School Finance, Strategic Planning, Administrator Evaluations, and Open Meeting Law. Selection of the topics will be the responsibility of the Board Chair and the Administrator.
- All topics will be examined within the context of your district charter, by-laws, policies, and strategic plan.

I am excited about the opportunity to work with you monthly, and I look forward to doing so in the near future. Please feel free to contact me with any other questions.

Sincerely,

Liz Killpack
School Board Trainer
Idaho School Boards Association, Inc.

"The Idaho School Boards Association provides leadership and services to local school boards for the benefit of students and the advocacy of public education."

April 5, 2012

APPENDIX S

THE WESTWOOD FACILITY PLAN

The Westwood Facilities. The Westwood Mall in Pocatello has an existing 12 classroom Suite that once served as the Pocatello Community Charter School. The West Wood facility is a proven facility and was used by PCCS for 5 years. The property is owned by MRFB, LLC in Logan Utah, and is locally managed by Carla Albertson a local real estate professional in Pocatello. MRFB, LLC has 35 years of leasing experience.

FACILITY DESCRIPTION AND CONFIGURATION. The 1-story building has 15,293 sq ft available. There is currently 9 classrooms with the possibility of changing a small 6 room area into 2 more large classrooms. There is also another large open space that could be used for 3 more classrooms for the possibility of up to 14 classroom. It also offers multiple other existing room that could be used for administration offices, storage, testing areas, a large common area to accommodate a lunch area, and a full kitchen area. This site also offers many external amenities that could be negotiated to enhance the learning experience. The facility houses other large facilities that could be used to benefit the Summit Charter School. Tenants such as Fitness Inc Health Club, the largest athletics business in town at almost 40,000 sq.ft., offers swimming facilities, gymnastic and other health related activities. In addition, E.P Athletics, a gymnastics center, is excited to work with us to offer potential gymnastics opportunities as part of a robust P.E. program. The landlord has also informed us that a newly signed tenant will begin building an events center in the vacant lot adjacent to the proposed Summit site that will offer a community events atmosphere with two large gymnasiums. Said gymnasium are projected to be completed before the target open date of Summit Public Charter School. A playground and grass area adjacent to the building and will be negotiated over, in order to host playground activities for our students. These neighboring businesses mentioned here have been approached and are excited to negotiate exciting opportunities for Summit students.

DOCUMENTATION OF AVAILABILITY. The Board of Directors is currently finalizing negotiations with the landlord on items and contingencies of the lease. Upon authorization of the charter, The Board of Directors will finalize negotiations with the owner, and will sign the lease. The lease attached is the most current and exemplifies 2 months of negotiations. The attached lease shows a period of 7 years, but is not the only lease option provided by the owner. ***The Board of Directors was advised by the staff of the PCSC to use the attached lease as the basis for pro-forma budget revision.***

RENOVATIONS, AND IMPROVEMENTS. Some minor improvements and changes are needed in order to bring it up a reasonable standard as a charter school facility. The minimum renovations would include new carpeting, painting of all rooms, and conducting a thorough code/life/safety review to determine what improvements are needed in order to start operations. The cost are listed as misc expenses and only requires to remove/add some walls and adding or closing off doors area. The landlord will amortize the new carpet and paint and reflect such in the lease amount at a cost of \$400 per month.

LOCAL REQUIREMENTS. This facility was formally an educational facility but will need a conditional use permit from the City of Pocatello. This permit is currently in the process of being obtained. No utility installations, additional parking, or other known issues inhibit the immediate occupancy and continued use of this facility. Attached is a letter from the Pocatello zoning office. (See attached zoning letter)

OPERATIONS AND MAINTENANCE COSTS. The operations and maintenance costs for this facility should be similar to those reported by the Academy because the building is approximately the same square footage. Below are the budgeted amounts for 2012-2013 school year. These numbers are represented in all proforma budgets submitted:

Telephone	\$ 3,000
Gas/Electric	\$ 8,500
Water and Sewer	\$ 1,800
Property Insurance	\$ 4,500
Grounds & Maintenance	\$ 18,500

(Includes custodial labor and supplies. CAM is included in lease amount)

TOTAL OPERATIONS BUDGET \$36,300

LEASE COST. The lease rate for this facility is \$5.57 per square foot or \$7,100 per month. The landlord is providing new carpet and paint and has estimated this to be valued at \$400 a month during the first 7 years and is included in the proposed rent amount. The annual lease rate is \$85,200. They have also agreed to give a 3 month rent free rental concession if a 7 year lease is signed, saving \$21,300 on this upfront cost over the first annual lease year. An additional 1 month floating rent concession is included if a 7 year lease is signed. A 5 year lease option is available at the same rate of \$7,100 but Summit would lose the 3 month rental concession in year 1.

Lease amount for year 1 is \$85,200-\$21,000=\$63,900

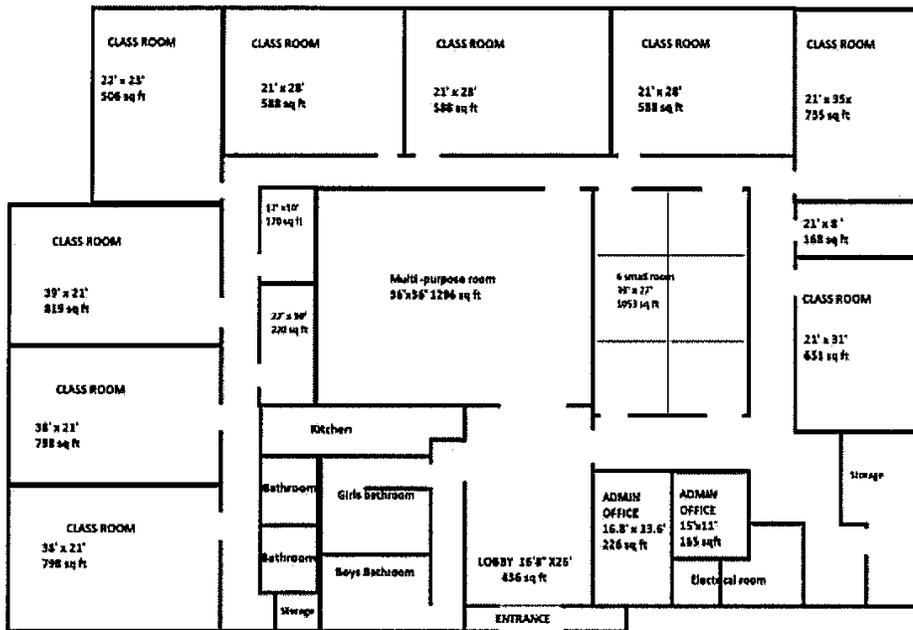
Operating costs for year 1 are \$36,300

Total ANNUAL cost estimate for year 1: \$100,200

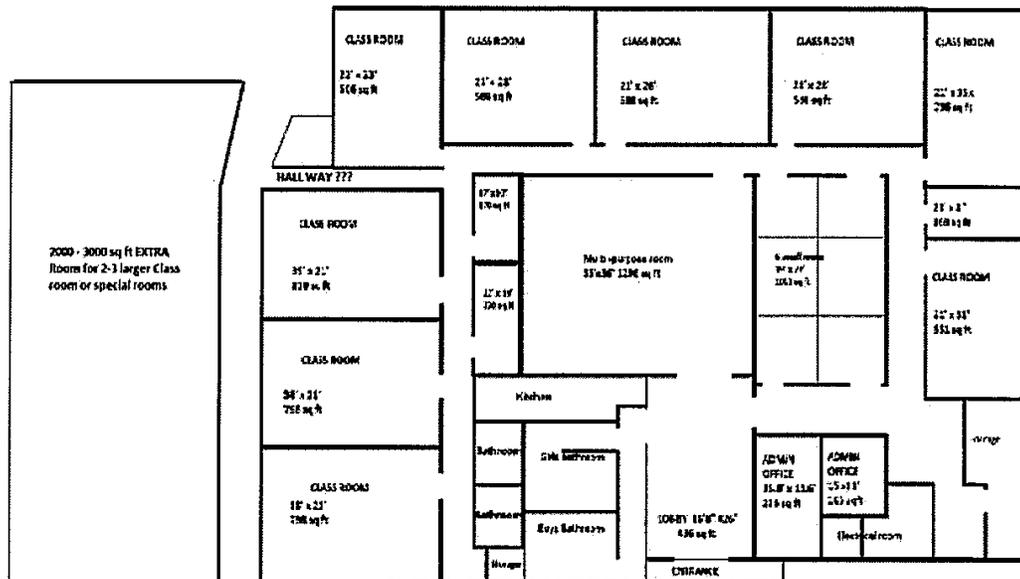
Total ANNUAL cost estimate per year for years 2-7: \$121,500

Operating costs are estimates. If the operating costs exceed those represented in the Best Case, Most Likely Case, and Worse Case budgets, the net operating income will be adjusted to satisfy costs of operations.

Existing layout of the previous tenant, Pocatello Community Charter:



Floor plan of the West Wood facility with square footage as represented in the lease financials:



TEMPORARY MODULAR SCHOOL PLAN

MODULAR SCHOOL. Williams Scotsman of Nampa Idaho has extensive experience providing modular classrooms for other charter schools in Idaho. They have given a proposal to Summit to lease 10 modular classrooms for a 24 month term. The facilities total 14,400 sq ft of building space. Williams Scotsman's cost estimates include delivery, setup, skirting, ramps, and stairs. The proposed location for the modulators will be at 2055 Garrett Way, Pocatello, Idaho, on a 2 acre parcel of land. The Landlord, is the Garrett Business Park. They will provide the land and site work including fire lines, extending the water, sewer, and power to the modular buildings. Summit has a letter of intent (LOI) from The Garrett Business Park, who will provide the land and facilitate the set up and operation of the the modular school.

DOCUMENTATION OF AVAILABILITY. These modular units are produced as a commodity and are available on an ongoing basis.

RENOVATIONS, AND IMPROVEMENTS. The classroom units require connection to electricity. Additionally the bathrooms require connection to sewer and water. Some fencing will be required to provide for the playground area and parking.

LOCAL REQUIREMENTS. The land is contained within the Garrett Business Park of Pocatello. The Park is zoned as a Planned Unit Development (PUD) that currently allows schools within the PUD. A site plan will be provided to the city in order to obtain a

temporary permit to place the units in the Business Park.

FACILITY DESCRIPTION AND CONFIGURATION. The modular classrooms are 30' long and 24' wide, or 720 sq ft each with two classrooms in each building. Initially Summit will require a minimum of 10 classrooms to begin the first year. (See drawing below) One of those classrooms will be converted to an administration office and one classroom will be converted to a boy's and girl's bathroom and faculty bathroom facility. Additional classrooms can be added during second year if needed.

OPERATIONS AND MAINTENANCE COSTS. The annual operations and maintenance costs for this facility are estimated as follows:

Electricity	\$5,000
Water, sewer, garbage	\$3,500
Property Insurance	\$4,000
Custodial services	\$12,000
Custodial supplies	\$4,500
Building & Grounds Maintenance	\$5,000
TOTAL ANNUAL OPERATIONS BUDGET	\$34,000

FACILITIES COST. Additionally the gross annual lease rate for 10 classrooms is estimated as follows:

8 class rooms	\$96,000
Administration & Bathroom Bldg	\$33,600
Land cost	\$24,000
Total Facility Lease per year estimated:	\$153,600

Total ANNUAL cost estimate including operations is \$187,600

If this option needs to be mobilized, the Best Case, Most Likely Case, and Worse Case budgets have been evaluated to meet the ANNUAL cost listed. All three budgets will support this operation.

April 5, 2012

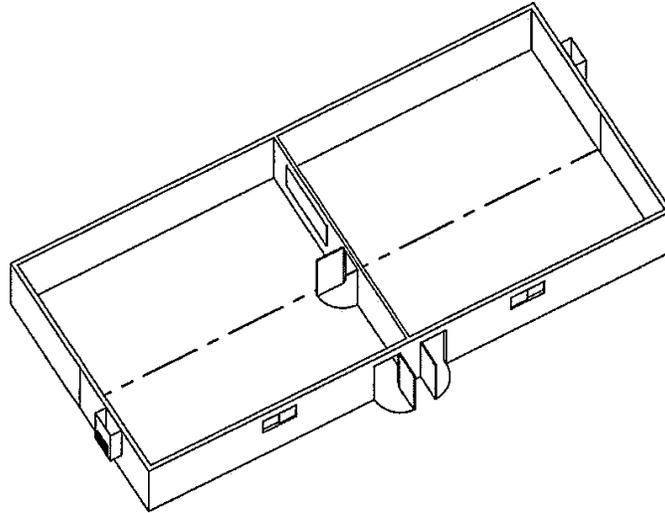
EXHIBIT SHOWING A TYPICAL 60' X 40' MODULAR WITH 2 ROOMS



8211 Town Center Drive
Baltimore, Maryland 21236-5997
800.782.1500
www.willscot.com

HCD_CL6424

CLASSROOM



DWN BY:	SERIAL#:	REP:	CAD FILE:
HW			
SCALE:	DWG #	DATE	REV#
1/8"=1'	1A-1	01-01-10	0

THE USE OF THIS DRAWING FOR ANY PURPOSE OTHER THAN THAT INTENDED IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF AN AUTHORIZED WILLIAMS SCOTSMAN REPRESENTATIVE.
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April 5, 2012

GARRETT BUSINESS PARK
2055 GARRETT WAY
POCATELLO IDAHO

JANUARY 1, 2012

Summit Public Charter School
Pocatello, ID 83201

RE: 2055 Garrett Way, Pocatello, ID

Dear Summit Board,

This Letter of Intent outlines the basic terms for a Land Lease for property located at 2055 Garrett Way, Pocatello, Idaho. and to commence negotiations on a mutually-acceptable Lease Agreement ("Lease") for the Property, the initial draft of which Lease will be prepared by Seller's counsel, including the following terms:

1. Property Description: 2 acres of bare ground in the Garrett Business Park, fenced.
2. Lease Price: \$2,000.00 per month, 3N.
3. Term: 2 years
4. Commencement date: July 1, 2013
5. Improvements: Lessor will obtain building permit for a temporary occupancy, and will provide water, sewer, and power access to 5 modular buildings.
6. Documents: Lessor will prepare a draft Lease for review by Lessee and its counsel.

If the foregoing is acceptable, please evidence your acceptance by executing a copy of this letter and returning it to us by facsimile transmission or overnight delivery before its expiration at 5:00 PM on February 15, 2012.

We look forward to working with you.

Sincerely,

Accepted and Agreed to:

Lessor: Garrett Business Park

Lessee: Summit Public Charter School

By: Richard A Kirkton

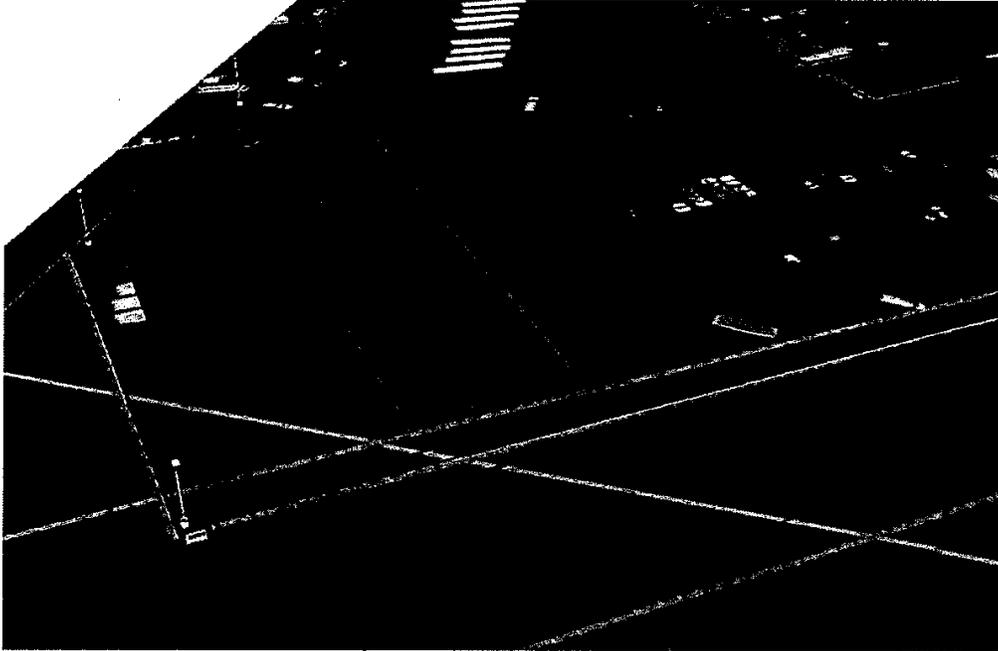
By: _____

Its: Authorized Agent

Its: _____

Date: 1/1/2012

Date: _____



Concept layout for a modular school at 2055 Garrett Way



Concept 2055 Garrett Site Plan

THE CRE-ACT SCHOOL PLAN

THE CRE-ACT SCHOOL. The Cre-act School of Pocatello is a school facility that served the community for many years as a private Catholic school. Built in the 1930s, the school was sold by the School District many years ago to the Franciscan Sisters. The aging sisters have now retired and the school closed down about 2 years ago. The property is currently on the market for sale for \$275,000. Summit has a letter of intent from a local developer who will purchase the building, renovate it and lease it back to Summit. (See attached LOI)

FACILITY DESCRIPTION AND CONFIGURATION. The 3-story building is 20,154 sq ft, has 11 classrooms, and sits on slightly less than one acre of ground. While the school lacks adequate parking, administration, multipurpose, and kitchen facilities it remains a viable backup plan. This school would work well as a start up solution while a suitable long-term school facility solution is worked out.

DOCUMENTATION OF AVAILABILITY. The property is currently listed as available on the open market. No attempt has been made to bind the property on contingency at this time. Summit has a signed letter of intent from a developer who will make the improvements necessary for occupancy and lease the facility to Summit.

RENOVATIONS, AND IMPROVEMENTS. While the school is usable and was recently occupied, some improvements are needed in order to bring it up to a reasonable standard as a charter school facility. The minimum renovations would require painting of the classrooms, addressing some water damage issues, and conducting a thorough code/life/safety review to determine what improvements are needed in order to start operations.

LOCAL REQUIREMENTS. This facility is an existing educational facility that is already permitted, zoned, and integrated into the community. No conditional use permits, utility installations, additional parking, or other known issues inhibit the immediate occupancy and continued use of this facility. Attached is a letter from the Zoning Commission showing this location as being permitted outright in this zone district. (See attached zoning letter)

OPERATIONS AND MAINTENANCE COSTS. The operations and maintenance costs for this facility should be similar to those reported by the Academy because the building is approximately the same square footage and age. Below are the budgeted amounts for 2011-2012 school year. Summit estimates that its maintenance and operations costs will be similar at this location:

April 5, 2012

Electricity	\$7,000
Gas	\$5,000
Water, sewer, garbage	\$7,045
Property Insurance	\$6,123
Custodial services	\$15,000
Custodial supplies	\$4,037

TOTAL OPERATIONS BUDGET \$44,205

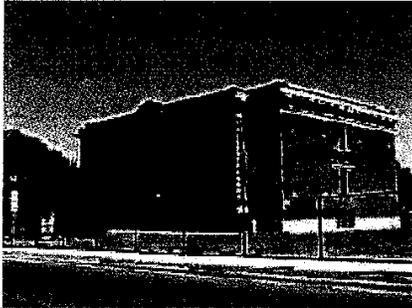
LEASE COST. The lease rate for this facility is \$5.50 per square foot or \$5,200 per month. The proposed lease term is five years with an option to renew for an additional five years to purchase the facility. The annual lease rate is \$62,400.

Total ANNUAL cost estimate including operations is \$106,605

If this option needs to be mobilized, the Best Case, Most Likely Case, and Worse Case budgets have been evaluated to meet the ANNUAL cost listed.

If this option is mobilized, adjustments will be made from the net operating income from the Best, Most Likely, or Worst Case Budgets to offset costs of operations as listed above.

CLIENT HANDOUT



Type: Real Estate Only
 Area: South Pocatello
 Asking Price: \$275,000
 Address: 526 S Grant
 City: Pocatello

MLS #: 538849
 Status: ACTIVE
 County: Bannock
 State: ID Zip:

Primary Heat Type: Forced Air
 Primary Heat Source: Gas
 A/C Type: Window/Wall ...
 # Parking Spaces: 30

Prepared Courtesy of:
 Jason Christensen - Cell: (208) 851-1616
 ReMax Country R E Inc

General

Year Built: 1960	Effective Age: 30	Builder:	
Total Sqft: 20,154	Above Grade Sqft: 20,154	Below Grade Sqft: 0	% of Bsmnt. Fi
# of Buildings: 1	# of Stories: 3	# of Offices: 11	# of Bathroom
Overhead Doors: No	# of Overhead Doors:	Ceiling Height: 10	Door Height:
Average Electric:	Average Non-Elect. Heat:	Average WSG:	Separate Utiliti
Taxes: 0	Tax Year:	Real Property Taxes:	Personal Prop:
Building/Business Name: CreAct School Building			
Monthly Rent:	Rent per SQFT:	Rent/SQFT/Year:	
Annual Gross Income:	Annual Insurance:	Cap Rate:	
Net Operating Income:	Other Expenses:	Parcel #: RPP0C386200	
Approx. Acres: 0.96	Lot Dimensions: 300x140	Subdivision: Pocatello Townsh	
Legal Description: Lots 11-20 Block 537			
Directions: Benton West to Grant (Corner of Benton/Grant)			
Property Exclusions:			

Features

ZONING-CITY	Residential	CONSTRUCTION STATUS	Existing	TERMS	Ca
CURRENT USE	Other	FOUNDATION	Concrete		Tr
PRIOR USE	Other	BASEMENT/SUBSTRUCTURE	Full Basement	EXTRAS	Ra
POSSIBLE USE	Other	PRIMARY ROOF	Other	TOPOGRAPHY/SETTING	Co
CONSTRUCTION	Brick	EXTERIOR-FINISH	Brick	ASSOCIATION FEE INCLUDES	No
		EXTERIOR-ACCENT	Brick	ELECTRIC TYPE	20
		LANDSCAPING	None	OWNER PAYS	OU
		DOMESTIC WATER	City/Public Water	ELECTRICITY PROVIDED BY	Id
				SEWER TYPE	Cl
				LOCATION	Lo
				TENANT PAYS	OU
				SUBMIT TO INTERNET	Ye

Remarks

Excellent condition for Age of Building. Well maintained. Was former CreAct School. Music Studio, Playground, Kitchen Area, Lunchroom, 8-10 Classrooms. Plus Office Areas. Roof is in good repair - Has been replaced. \$195,000 price reduction on May 19. Very motivated seller.

April 5, 2012

LETTER OF INTENT FOR CRE-ACT SCHOOL

January 5, 2012
To: Summit Public Charter School
Pocatello, ID 83201

RE: 526 E. Grant, Pocatello, ID

Dear Summit Board:

This Letter of Intent outlines the basic terms under which Dale's Inc., or its assignee ("Lessor") is prepared to offer to Summit Public Charter School ("Lessee") for property located at 526 E. Grant, Pocatello, Idaho and to commence negotiations on a mutually-acceptable Lease Agreement ("Lease") for the Property, the initial draft of the Lease will be prepared by Lessor, and will include the following general terms:

1. Property Description: 20,154 sf of building and .75 acres of land
2. Lease Price: \$5,200 per month, 3N.
3. Term: 5 Year lease with a 5 year renewal option to own.
4. Commencement date: August 1, 2013
5. Improvements: Prior to occupancy Landlord will provide a third-party code/life/safety review and study of the building by a mutually-acceptable licensed architect and will address all code issues. Additionally all carpeted spaces will be recarpet and the entire building will be repainted prior to occupancy.
6. Documents: Lessor will prepare a draft Lease for review by Lessee and its counsel.
7. Contingency: This Lease offer is contingent upon the Lessee successfully securing a Charter from the State of Idaho to begin school operations in September 2013 and is subject to the availability of the property.

If the foregoing is acceptable, please evidence your acceptance by executing a copy of this letter and returning it to us by facsimile transmission or overnight delivery by 5:00 PM on February 15, 2012. We are looking forward to working with you to successfully complete this transaction.

Sincerely,

Accepted and Agreed to:

Lessor: Dale's Inc

Lessee: Summit Public Charter School



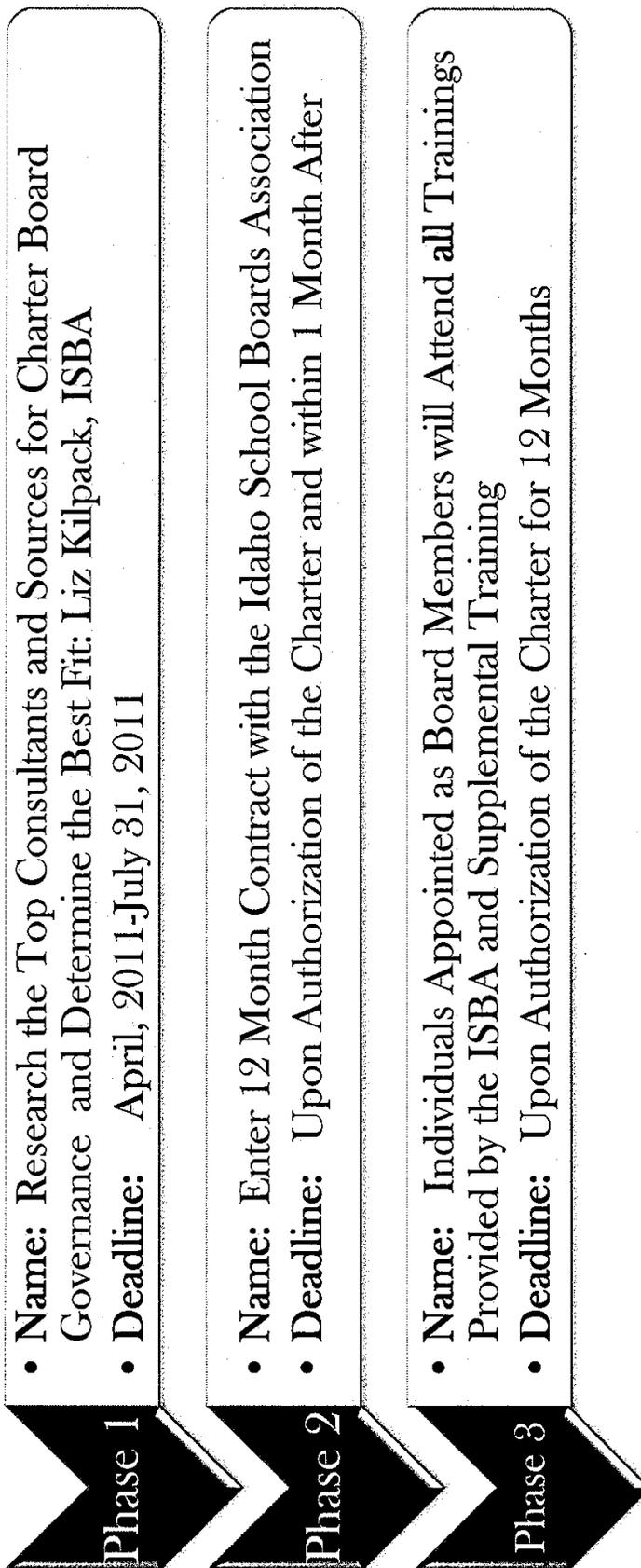
By: Richard D. Kirkham
Authorized Signor
Date: 1/5/2012

By: _____
Authorized Representative
Date: _____

APPENDIX T

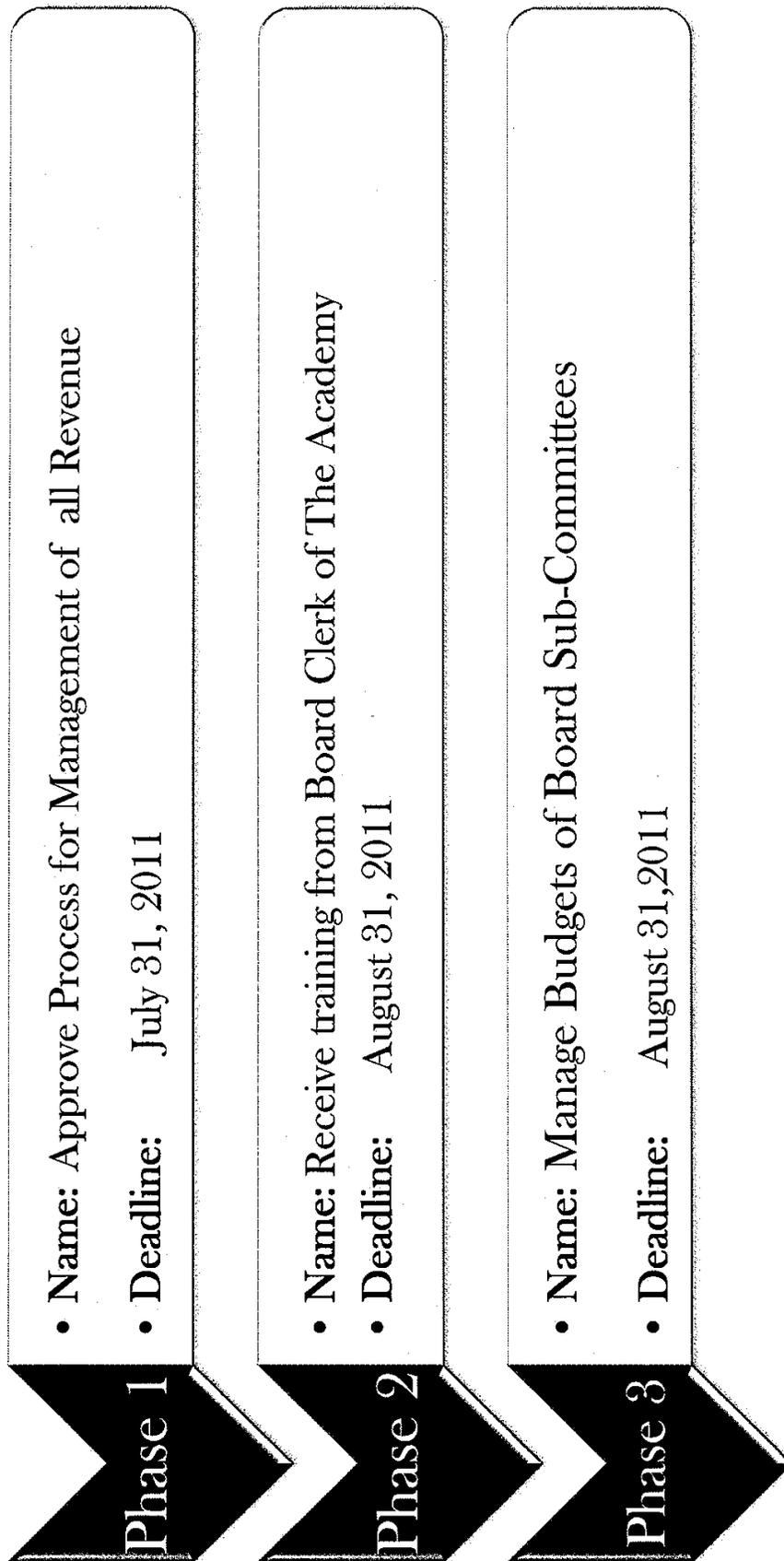
STRATEGIC BOARD GOVERNANCE

GOAL STATEMENT: The Directors will receive thorough/continuous training scaffolding them to remain fiscally responsible as they focus on strategically insulating student learning and student character as their mission.



FISCAL MANAGEMENT

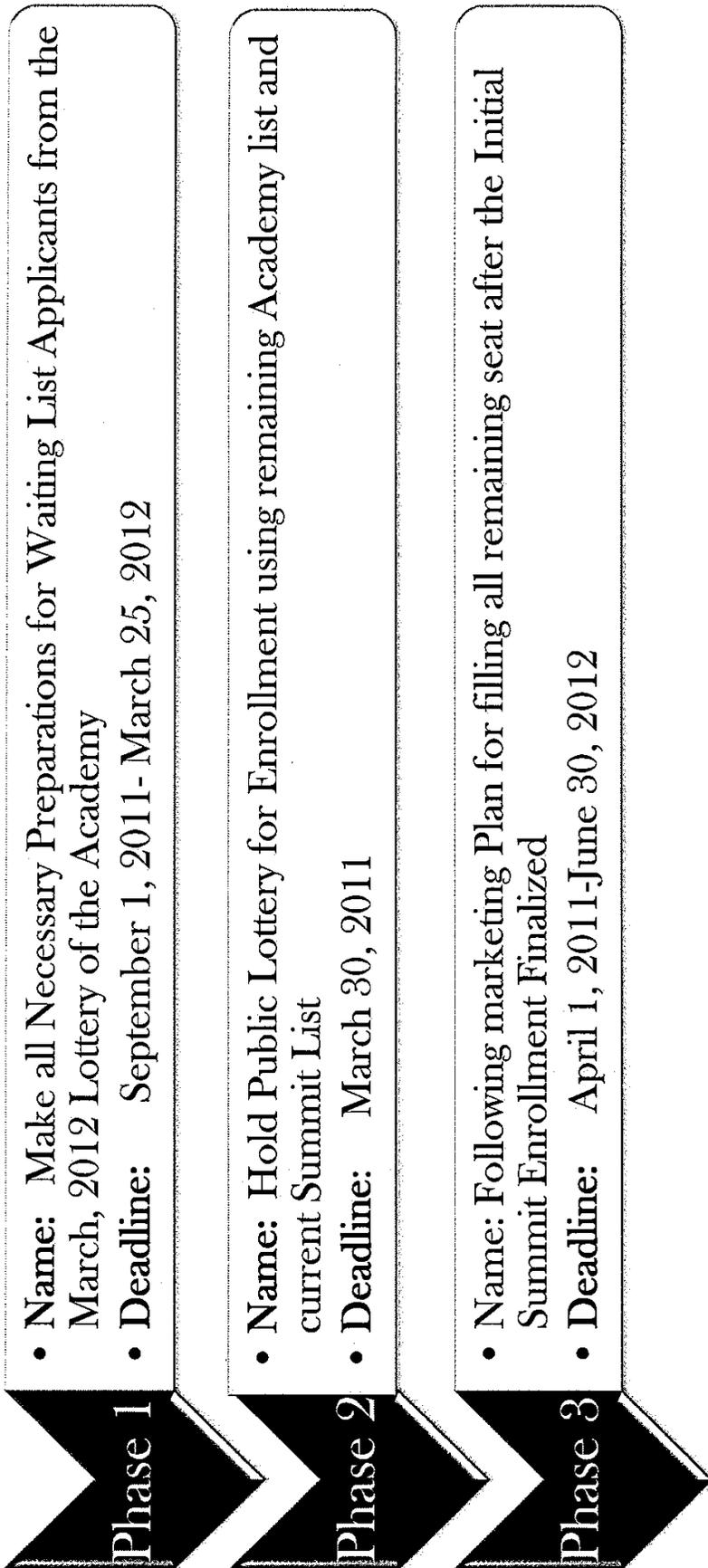
GOAL STATEMENT: Summit Charter School will practice sound, transparent, solvent financial practices in its pre-opening stage.



TIMELINE: May 2011  **August 31, 2011**

ENROLLMENT

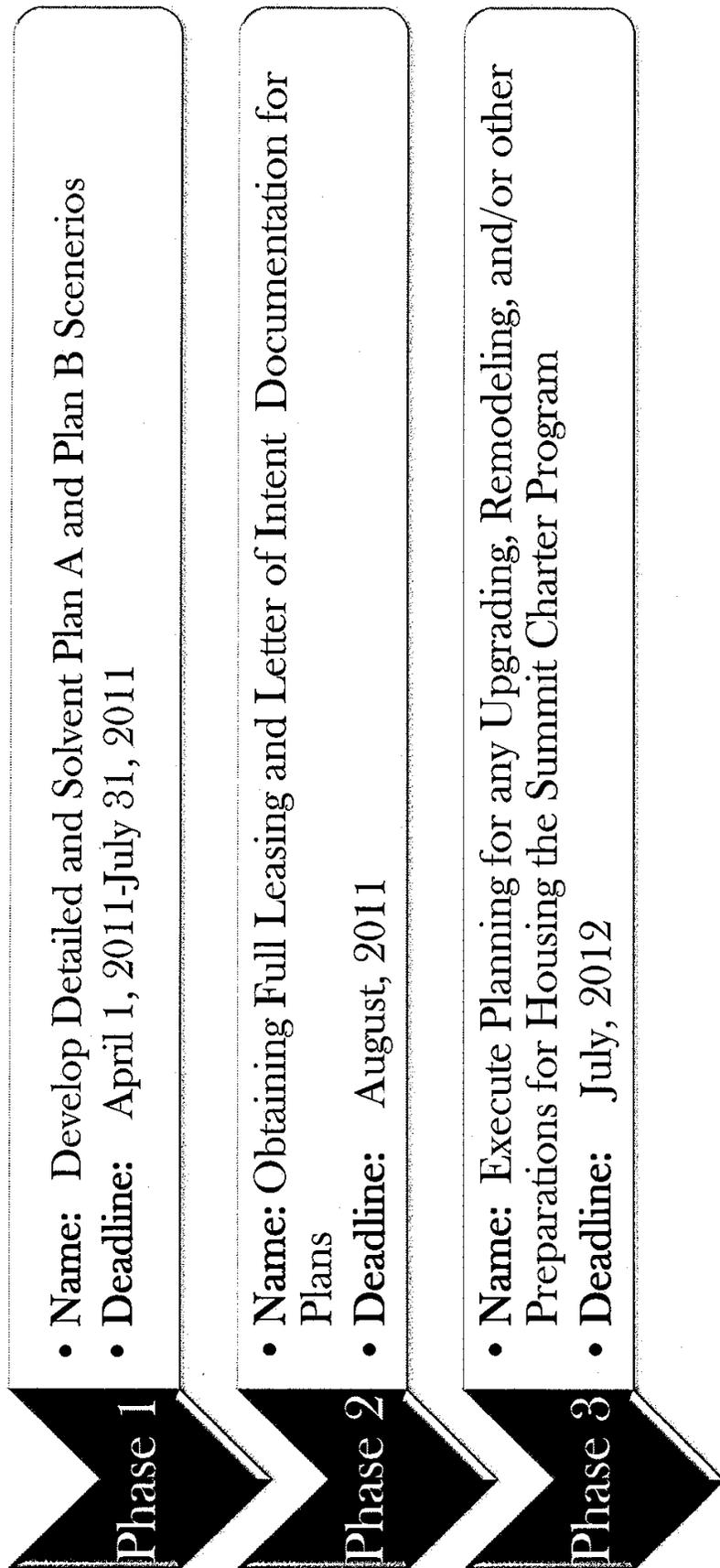
GOAL STATEMENT: Summit Charter School will, by August 2012, obtain and maintain through a waiting list an enrollment of 285 students for grades K-8th.



TIMELINE: Sept. 2011 —————> June 30, 2012

FACILITIES

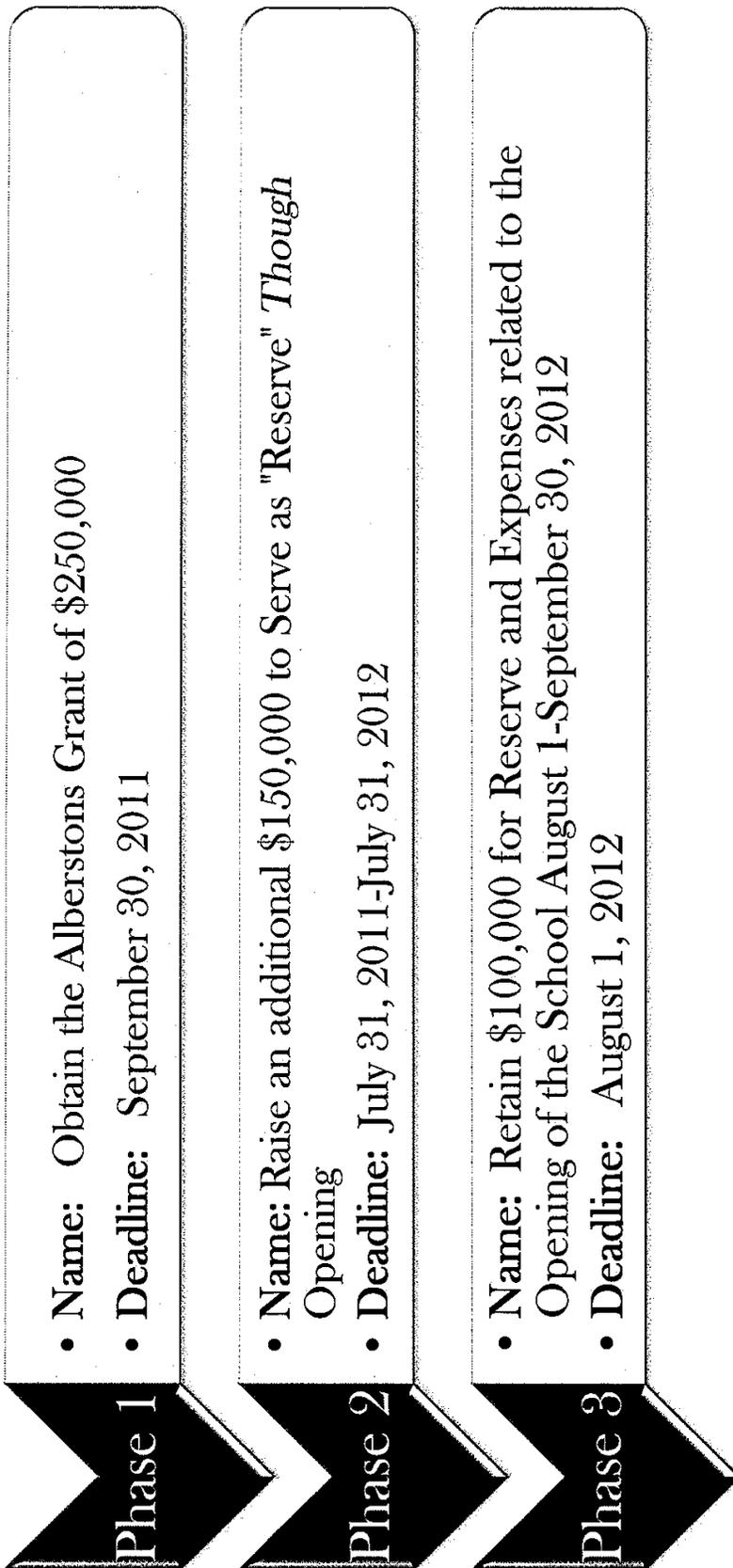
GOAL STATEMENT: Summit Charter School will, by August 2012, obtain a facility and equipment which adequately meet the financial and programmatic needs of the school.



TIMELINE: April 2011 —————> July, 2012

FUNDRAISING

GOAL STATEMENT 1: Summit Charter School will have \$500,000 by the Summer of 2012 to offset and/or reimburse for costs of "start up."



TIMELINE: May 2011 —————> August 1, 2012

FUNDRAISING

GOAL STATEMENT 2: Summit Charter School will raise an additional \$100,000 by June 30, 2013 to reimburse the G.O. Budget for the 2012-2013 school year. These are separate dollars than Goal Statement 1.

Phase 1

- Name: Track 1 of \$33, 333 through established FR Sources and Events
- Deadline: August 1, 2012- November 15, 2012

Phase 2

- Name: Track 2 of \$33, 333 through established FR Sources and Events
- Deadline: November 16, 2012-January 31, 2013

Phase 3

- Name: Track 3 of \$33, 333 through established FR Sources and Events
- Deadline: February 1, 2013- May 31, 2013

TIMELINE: Aug. 1, 2012  May 31, 2013

MARKETING AND PUBLIC RELATIONS

GOAL STATEMENT: Summit Charter School will educate the community on the advantages and roles of its program and fill all available seats in preparation for August 2012.

Phase 1

- **Name:** Participate in the annual events of the community including Family Fun Day and Chubbuck Days with the goal of receiving 300 additional surveys
- **Deadline:** June, 2011-August 31, 2011

Phase 2

- **Name:** Participate in community events, obtain 5 spots on Radio and News Stations, obtain a large Roadside Billboard, and hold the next Open House
- **Deadline:** September 1-December 31, 2011

Phase 3

- **Name:** Attend the 4 day Spring Fair in March, obtain 2 News Station stories discussing the opening of the school and enrollment, and hold 2 remaining Open Houses
- **Deadline:** January 1, 2013- May 31, 2012

TIMELINE: June 2011  May 31, 2012

HUMAN RESOURCES

GOAL STATEMENT: Summit Charter School will, by April 30, 2012, secure a qualified administrative, instructional, and support staff, prepared to meet the requirements of the program defined in the charter.

Phase 1

- Name: Finalize all Staffing Needs and Job Descriptions
- Deadline: October 31, 2011

Phase 2

- Name: Open Search and Market for Positions
- Deadline: November 1, 2011-March 31, 2011

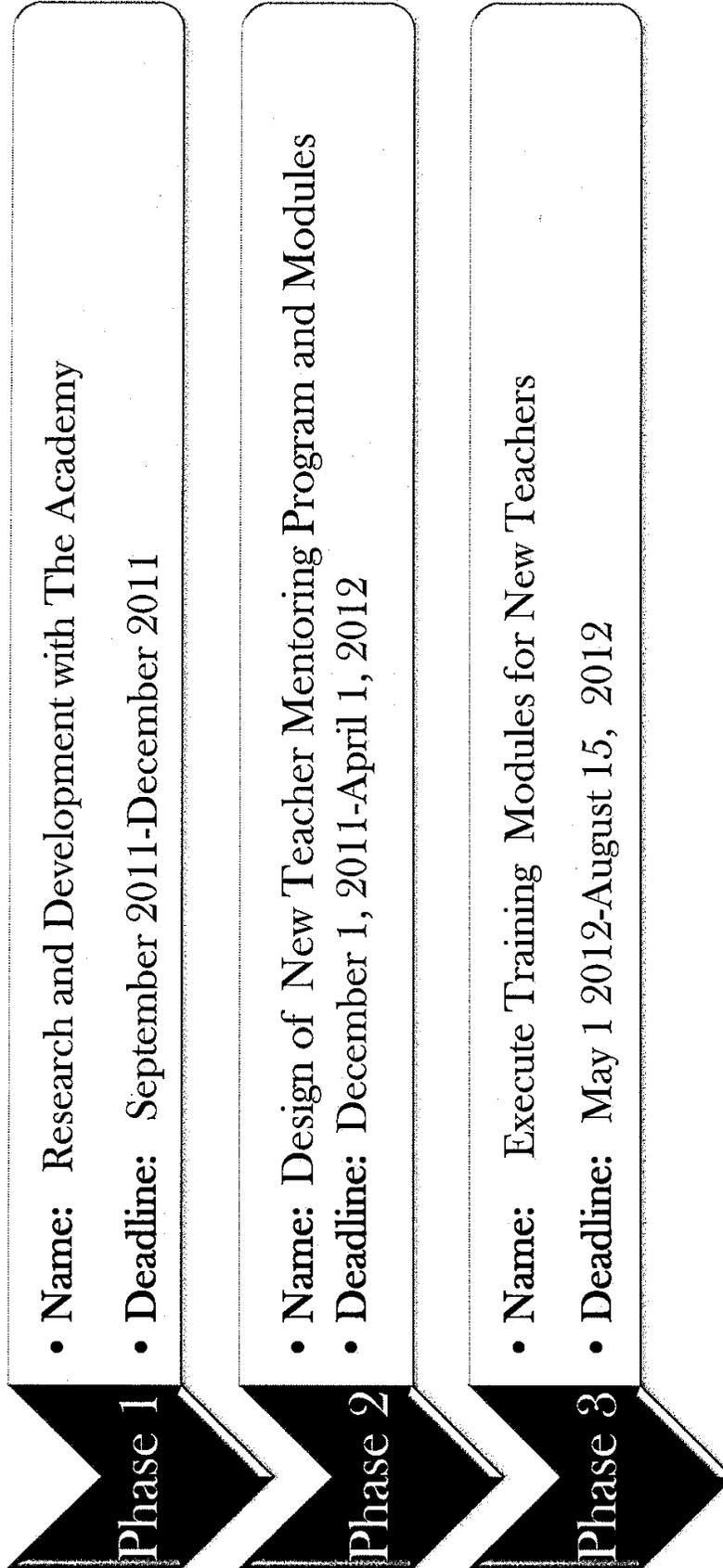
Phase 3

- Name: Interviews Completed and Contracts Dispersed
- Deadline: April 1, 2012-April 30, 2012

TIMELINE: Oct. 31, 2011  April 30, 2012

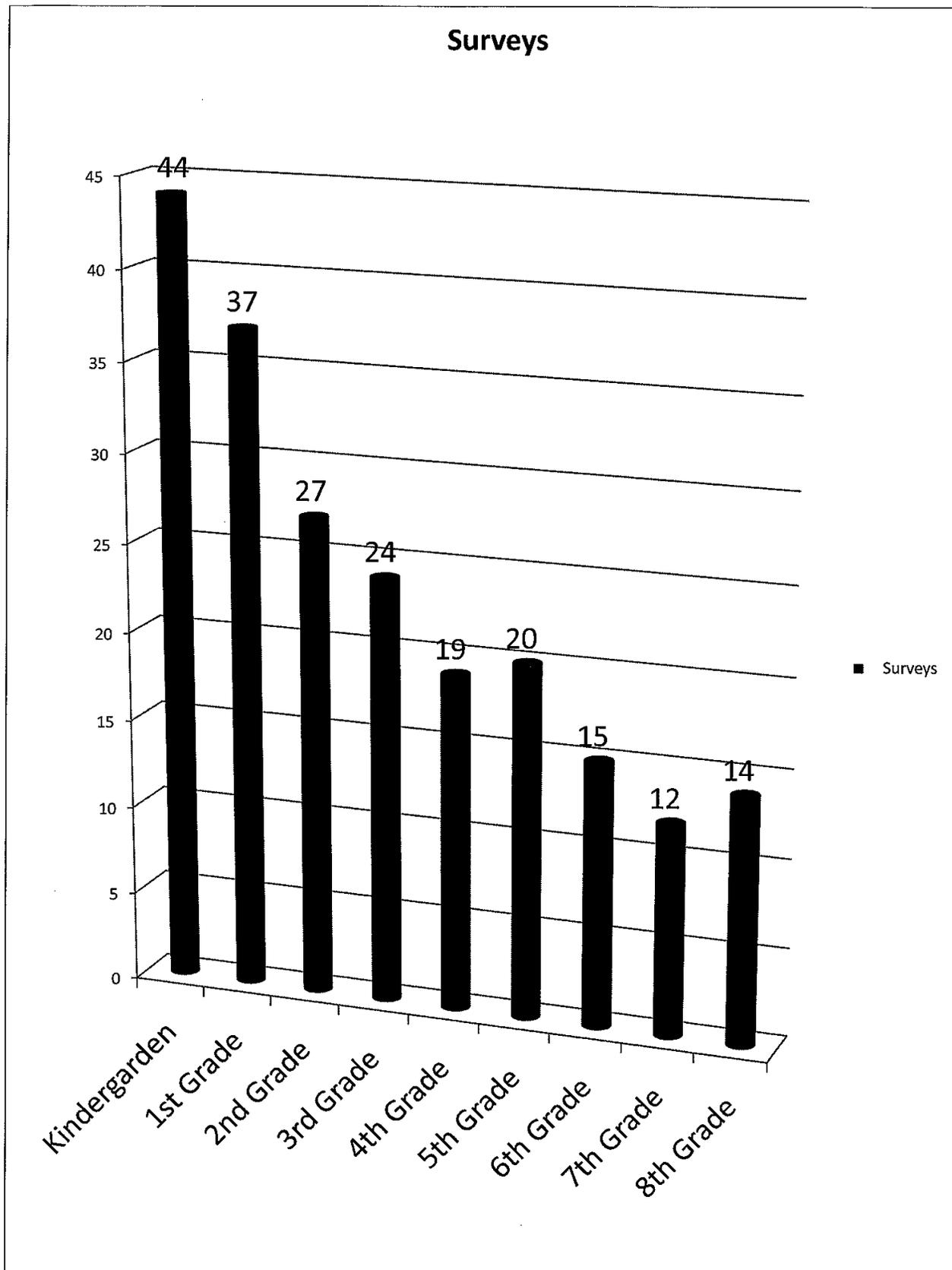
PROGRAMMATIC DEVELOPMENT

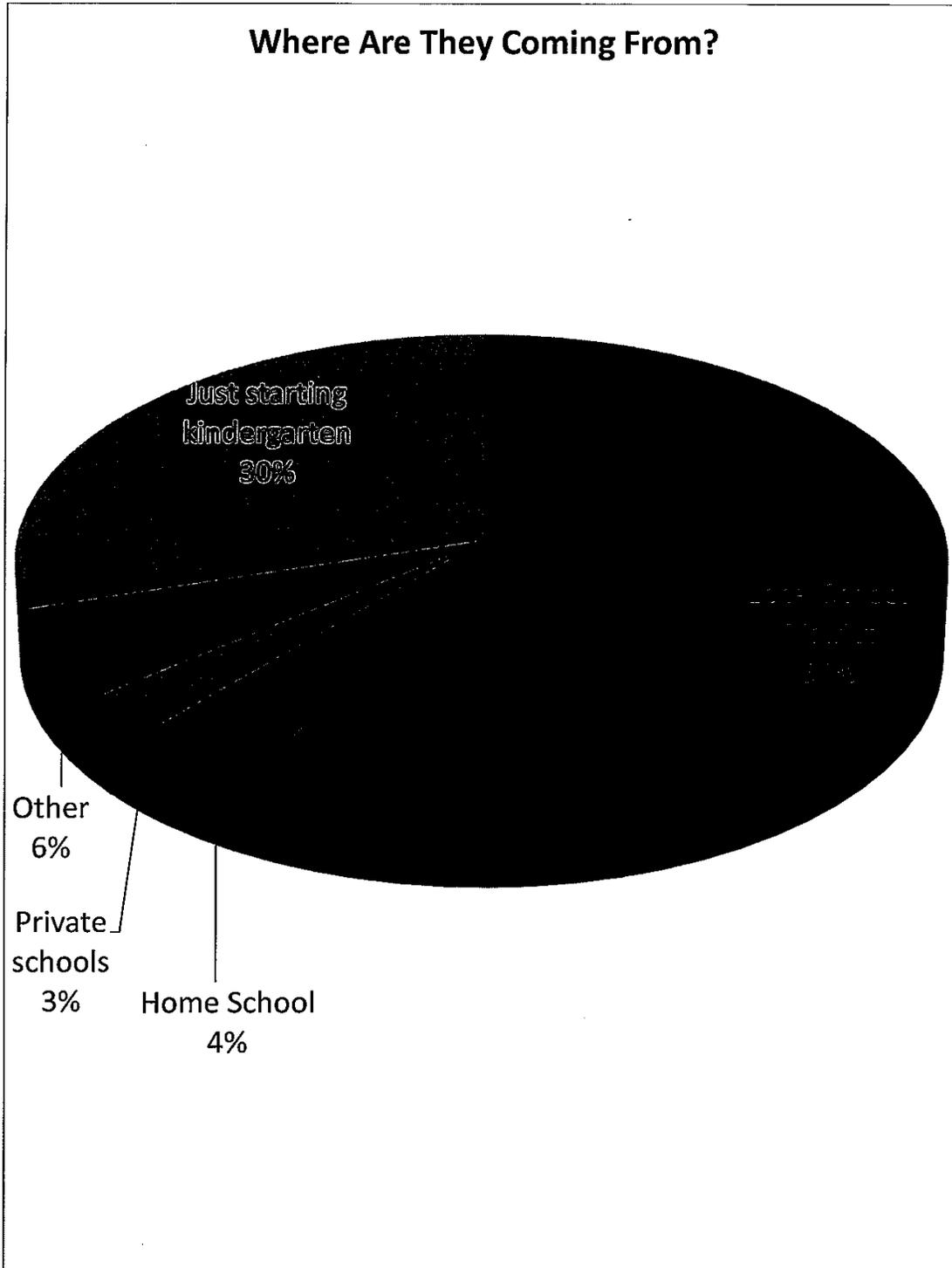
GOAL STATEMENT: Summit Charter School will execute the programmatic goals of its charter, namely curriculum, culture, and instructional fidelity.



TIMELINE: May 2011  August 15, 2012

Appendix U





April 5, 2012

APPENDIX W

April 5, 2012



Tuesday, March 06, 2012

Board of Trustees
The Academy at Roosevelt Center
240 East Maple Street
Pocatello, Idaho 83201

Cc: Joel Lovstedt, James Ruchti

As a measure of good faith, the Board of Directors of Summit Public Charter School desires to provide an update regarding the potential copyright and trademark concerns addressed by Ms. Rebecca Stallcop towards Summit Public Charter School in January, 2012:

On February 3, 2012, The Board of Directors of Summit Public Charter School sent a letter to Ken Pedersen, legal counsel for Rebecca Stallcop, outlining the steps the Board has taken to disavow any relationship and philosophical connection to The Harbor Method™ and The Academy ARC. On February 8, 2012, the Board sent a revised copy of the Summit charter to Mr. Pedersen for his review and for Ms. Stallcop's review. Said version of the charter had been revised to eliminate any reference to The Academy ARC, and any vocabulary and practice connection that could be misconstrued as related to The Harbor Method™. This act of submitting our charter to them for their review was done as a proactive step of professionalism, and was not initially requested. On March 5, 2012, Mr. Petersen, counsel for Becky Stallcop, contacted Mr. Braack by phone, and provided a "courtesy tutorial" regarding the status of Ms. Stallcop's concerns, and his interpretation of copyright law. He assured us that we have resolved all concerns that were raised by his client. He thanked us for our immediate, professional, and proactive communications and efforts with him as her legal counsel. He made the points that he does not see any need to pursue this any further, and he made comment that as long as we do the following, we will be free and clear of any potential copyright infringement:

- Eliminate any perception among the community, and future parents, students, and staff of Summit PCS, that we have any legal, contractual, or philosophical connection to The Harbor Method
- Eliminate any perception among the community, and future parents, students, and staff of Summit Public PCS, that we have any legal, contractual, or philosophical connection to The Academy at Roosevelt Center with respects to trademarked and copyrighted materials of The Harbor Method™ currently used by The Academy ARC
- Provide a disclaimer in the text of the Summit charter document to be authorized stating no contractual or philosophical relationship exists between Summit Public Charter School and the copyright or trademark of The Harbor Method™ or Rebecca Stallcop's business entity BMED, Inc.

April 5, 2012

- Demonstrate the previous mentioned steps in our practices and functions as a school

As a point of information, Summit Public Charter School may contract with any entity to work on items which are considered public domain, best instructional or management practices, or which carry copyrights independent of The Harbor Method™, and have legally sound and independent processes for purchase and contracting (i.e., a certified trainer of The Spalding Method, legal purchase of The Shurley Method, Math Connects curriculum, etc.)

Again, Mr. Pedersen indicated we are clear of concerns and even expressed his kind wishes for our success in our charter approval and in our education of students. He stated he cannot provide legal counsel to us, but cordially offered to answer questions about any remaining or future copyright questions as they relate to his client, if we have any arise. For confirmation of his clearance of our petition as it currently exists, we have requested that PCSC staff contact him directly at 208-343-6355.

Regarding our intended relationship with The Academy, as was planned since September 2010, The Board of Directors of Summit Public Charter School regrets the dissolution of any direct relationship with The Academy at Roosevelt Center. Further, the Board of Directors wishes the best for the students and staff at The Academy. Founders and stakeholders of Summit Public Charter School will continue to hold in high regard, the efforts of the Academy faculty and staff, and the examples of character and academic excellence of Academy students.

For further inquiries, please send such correspondence to the following email address:

jbraack@fremont38.k12.wy.us

Sincerely,

Jonathan E. Braack

Jonathan E. Braack, M.Ed.
Chairman
Board of Directors
Summit Public Charter School, Inc.

April 5, 2012

APPENDIX X

April 5, 2012



Open House

December 6, 2011

We are holding an open house on December 6, 2011 at the Academy at Roosevelt Center from 3:30 pm -5:30 pm.

We will have a greeter at the entrance to welcome, and direct our guests. Our guests will receive an information packet which will include an interest survey, application to the Academy (our sister school), contact information sheet, and the Mission, Vision, and Philosophy statements of Summit Public Charter School. We will have teachers, The Vice-Principal, and 2 "Academy Families" available to visit with, and answer questions. In addition, we will have a movie playing that teaches about Summit Public Charter School. For our school aged guests, we will have a "T-Shirt Decorating Contest", and the winner will receive a prize. All T-Shirts will be required to feature "Summit Public Charter School" on them, and the winning shirt will be reproduced, and available to purchase.

As a committee, we are implementing several marketing strategies.

1. News paper
 - Our event will be on the community calendar
 - Press release
 - Purchased advertisement
 - "Write up" on the school in the Idaho State Journal, prior to the open house
 - Invite journalists to cover our event
2. News
 - Community calendar
 - Press release/story covering Summit and the progress we have made in the process
 - Invite local news to attend our event
3. Facebook
 - Post information on our walls
 - Have a prize/drawing for those that "like" our page
4. Web Site
 - Post open house details on the website
5. Posters
 - Our committee will hang posters all around town, focusing on locations that reach out to our demographic.

April 5, 2012

6. Invitations

- We will mail invitations to all our current contacts
- Each committee member, founder, and board member (18) will give out at least 20 invitations to families we personally know, which have 5th-7th graders in the household.

Our target group for this open house will be 5th-7th graders, and their families, because those grades seem to be the more difficult grades to fill.

Our goal for attendance is to have 300 guests, and to receive 100 new applications.

We are looking forward to our Open House, and making it a success.

Sincerely,

Susan Hall
Open House Coordinator
Board of Directors
208-339-1411
779 Fir St.
Pocatello, ID

April 5, 2012

APPENDIX Y

April 5, 2012



Board of Directors
Summit Public Charter School
4739 Kimmi Court
Chubbuck, Idaho 83202

Commissioners
Public Charter School Commission
PO Box 83720
Boise, ID 83720-0037

Attn: Introduction and Narrative of the Board of Directors

Commissioners:

This letter serves as an introduction and narrative of the Board of Directors of Summit Public Charter School. We hope this letter provides valuable and necessary information regarding our expertise, competencies, and regarding the actions we have taken since the formation of the Board.

The Board of Directors was formed in October, 2010. We have labored diligently through the Sufficiency Review process, the process of petitioning Pocatello/Chubbuck School District #25, and the process of evaluation by the staff of the Public Charter School Commission. As intensive as this process has been, we unanimously feel that each step, each review, and each set of findings and comments have strengthened the breadth and depth of our charter proposal. Further, with the exception of several isolated occasions, the Board has met in a regular public meeting **every two weeks** since October, 2010. Our knowledge of Board decision making and strategic planning has been magnified by each of these regular and consistent meetings. Two members of this Board attended the Idaho Charter School Network Annual Conference in June, 2011. The sessions attended related directly to charter board governance. Our commitment to receiving formal board training solidified due to attendance of these workshops and trainings, as did some of our processes and decision making.

During April, 2011, the Board designed, revised, and sanctioned nine strategic goals to begin in May, 2011 and end in August, 2012. The members of the board saw the necessity and effectiveness of using sound strategic planning to drive the efforts, progress, and goals needed in order for the charter to be approved, and to successfully start and open the school. The goals statements, with their phases, activities, and timelines can be viewed as Appendix T of the charter petition. To help execute the goals, and provide results, the board has made use of committees comprised of founders, with each committee supervised by a board member.

The Directors names, expertise, and contributions to the Board are as follows:

Heath Mitchell

Expertise: Assistant Vice-President, Zions Bank, Old Town Branch, Pocatello, Idaho

Contributions to the Board: Heath has served on the Board since October, 2010, and has helped in the creation, and consistent refinement of the pro-forma budgets for the last 12 months; he has become an expert with the budget formula templates provided by the SDE; his expertise in finance and fiscal responsibility often translates to fiscal conservatism, training on the balancing of budgets, and tools for remaining fiscally solvent; further, Heath is a skilled decision maker, and his decisions reflect process-based,

April 5, 2012

forward thinking; in addition, Heath has 3 children who will benefit from the programs of Summit Public Charter School

Greg Smith

Expertise: Financial Advisor, Ameriprise Financial, Pocatello, Idaho

Contributions to the Board: Greg has served on various governing boards of other organizations and offers consistent wisdom to our group; Greg, among his contributions to Summit, supervises the fundraising efforts of the Board, and recently brokered a charitable contribution of \$20,000 to the start-up costs of Summit, and said funds will be delivered upon authorization of the charter; further, Greg has overseen the execution of several marketing events for Summit; Greg has grandchildren and great grandchildren who will benefit from the programs of Summit Public Charter School

Rich Kirkham

Expertise: Successful entrepreneur, business owner, commercial property owner, and business strategist; One of the original founders and founding board members of The Academy at Roosevelt Center

Contributions to the Board: Rich has served on many Boards in his career, and currently serves on boards of other organizations in Pocatello and Chubbuck. Rich and his company have a long and respected history of business and property ownership as well as property management in this community; Rich has provided consistent counsel and insight about governing and running successful business operations including fiscal management, obtaining and maintaining facilities, and how to work with the costs of operating facilities; as an original founder of The Academy, Rich is vocal about his passion for the vision and mission of Summit Public Charter School

Susan Hall

Expertise: Local Business Owner; Marketing and Public Relations Expert

Contributions to the Board: Susan is the newest member of our executive Board, but has served as a founder and committee member for much of this calendar year; Susan has helped design, organize, and execute several of our marketing efforts and events around the community over the course of 2011; as a mother of young children, Susan has a good sense of the community and what parents want for innovative choice in the community; she is currently overseeing the organizing, marketing, and execution of our second public open house; as a collaborator and decision maker on the board, she is conservative in her thinking, and offers perspectives which are unique and needed; she has three children who will benefit from the programs of Summit Public Charter School

Heather Lorimer

Expertise: Previous Local Business Owner, 5 year employee of The Academy at Roosevelt Center, Parent of children at The Academy

Contributions to the Board: Heather has served on the Board since October, 2010; as board secretary, she has been behind many of the communications, activities, events, and meetings of the Board and founders over the last 14 months; Heather is a passionate parent who has witnessed, first hand, the effects of a charter school because of her children's' success; She has helped with virtually every event and effort we have made to further the Summit project; Heather offers process-based decision making in our discussions and decisions, and often offers very intentional perspectives of multiple stakeholder groups

Jonathan Braack, Chairman

Expertise: School Principal, Teacher, Public Education Trainer and Consultant

Contributions to the Board: Jonathan has served on the Board since October, 2010, and has served as Chairman of the Board since February, 2011; Jonathan, with the insight and assistance of the other board members, has written much of the proposed charter; as a public school principal, and as the Vice-Principal

April 5, 2012

of The Academy, Jonathan has provided his insight, knowledge, and training toward research-based best practices in public education; he has consistently pushed for governance training, and will serve as a consultant to and advisor to the Board from January, 2012 through August, 2012

The following provides a brief timeline of next steps upon approval of the charter petition on December 15:

- January, 2012-January 2013: Formal Board Governance Training from Liz Kilpack, Trainer for the Idaho School Boards Association
- Execution of Phases 2 and 3 of each of the nine strategic goals for opening the school
- Continued fundraising targeting the costs associated with "start-up"
- Continued Marketing for seats including the use of Media and a 3 day booth at the Annual Spring Fair, which consistently brings over 25,000+ people over three days; the booth will be used specifically to educate about the school, and help fill remaining open seats, K-8th, after the March lottery
- Employ a start-up director to oversee and execute all arrangements for the opening of the school

We thank you for taking the time to read this narrative. We feel it is necessary to provide this information so you will see we are a sound-minded, strategic group, looking forward to providing the next innovative choice in education in the Pocatello community.

With Regards,



Heath Mitchell



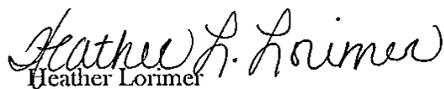
Greg Smith



Rich Kirkham



Susan Hall



Heather Lorimer



Jonathan Braack, M.Ed

April 5, 2012

APPENDIX Z

ACADEMY PARENT SURVEY RESULTS

Parents: This survey will be solicited at the end of each trimester. It will be used as part of teacher, and administrator evaluations and to improve our school program. Because of its potential impact on employment, anonymous surveys will **not** be considered. Only one survey per family is necessary, although any other adult members of the Academy community may also complete a survey.

Name of Parent/Guardian filling out survey: _____ Date: 1st Trimester (11/11)

Parents/Homework

	Zero	1-3	4-8	9+
In the last 3 months, approximately how many hours have you volunteered at the school or at school functions?	25	18	27	39

	Yes	No
Our home has a dedicated "homework spot" where distractions such as TV or music are minimized.	98	11

How much time does your child *read*, at home, during an average weekday?

Grade	< 20 min	20-30 min	30-60 min	60+ min
K	2	15	1	3
1	1	14	2	2
2	1	13	10	3
3	1	18	5	4
4	0	16	8	0
5	0	9	3	8
6	0	11	6	5
7	1	12	6	7
8	2	2	7	10

Besides reading, how much time does your child spend doing daily homework?

Grade	< 20 min	20-30 min	30-60 min	60+ min
K	21	1	1	0
1	0	3	9	8
2	3	15	7	2
3	2	8	9	8
4	1	4	15	4
5	2	2	10	4
6	1	5	10	7
7	0	3	12	10
8	0	4	9	9

What time does your child usually finish with their homework?

Grade	By 4:30	By 5:30	By 8:00	After 8:00
K	14	3	4	0
1	5	7	7	0
2	10	15	3	0
3	4	17	4	1
4	5	11	9	1
5	2	15	0	1
6	6	11	4	1
7	3	12	9	1
8	2	7	7	6

School Communications

	Yes	No	NA
I have gone to the School's website (www.theacademyarc.com) to seek information (such as lunch menus, handouts, calendar items, student grades, attendance, etc.).	112	5	0
I have accessed PowerSchool Parent Portal to monitor my child's progress and attendance.	32	84	0
I receive and read the School's biweekly newsletter, The Announcer via email.	108	8	0
I receive a response from phone calls or phone messages within 1-2 business days.	75	2	37
I receive a response from emails sent to the school within 1-2 business days.	72	5	39

School Environment

	Strongly Agree	Agree	Disagree	Strongly Disagree
The Academy provides a safe place for learning.	92	23	1	0
My child/children feel safer at the Academy than they did at their previous school. (+27 NA-that never attended other school)	39	22	5	0
The Academy staff is supportive and caring.	66	27	0	0

Academic Quality

	Strongly Agree	Agree	Disagree	Strongly Disagree
I am satisfied that my child/children are being challenged academically.	68	20	1	1
I am satisfied that my child/children are being taught the skills and knowledge they will need to be successful.	81	27	2	2
My child/children get the academic support they need from the school to be successful.	75	32	4	1

School Leadership

	Yes	No		
I have attended one or more board meetings/committee sessions.	40	74		
I know a member of the School Board personally.	65	47		
	Strongly Agree	Agree	Disagree	Strongly Disagree
Members of the School Board are aware of "what's going on" at the school and hold the principal accountable.	31	66	3	0
I feel comfortable speaking with the principal (Mr. Lovstedt) about school issues or concerns.	56	52	6	0
My child/children feel comfortable speaking with Mr. Lovstedt about school issues or concerns.	38	63	12	1
All in all, the school is managed effectively- in a way that promotes a safe environment and student academic success.	77	36	1	0

If you would like to add any comments regarding any aspect of the school program please do so below. If you would like to meet with Mr. Lovstedt to discuss any aspect of this survey or the school program in particular, please call 232-1447 to set up an appointment.

APPENDIX

AA

April 5, 2012

Albertsons Foundation Charter-Start Grant	Revised	
Beginning Balance:	\$250,000.00	
STAFFING:		
6 Month Salary: Start-Up Director: February through July 2013	\$42,000.00	
2 Month Contract: Special Education Director: June and July 2013	\$6,500.00	
2 Month Salary: Business Manager: June and July 2013	\$6,500.00	
EQUIPMENT:		
Student Desks (Used) @ 280 x \$25 each	\$7,000.00	
Teacher Desks \$100 (Used)	\$1,300.00	
Support Staff Desks (Used)	\$1,300.00	
Kinder Student Desks (4 station tables)	\$1,200.00	
Intervention Tables	\$1,000.00	
Filing Cabinets	\$500.00	
25 Book Shelves: Supplies Only (Built by Founder Volunteer Labor)	\$1,000.00	
Copy Machine/Printers/paper cutter/ hole punch/paper rack etc)	\$5,000.00	
SUPPLIES		
Elementary Supplies	\$2,000.00	
Secondary Supplies	\$2,000.00	
Janitorial Supplies	\$2,000.00	
Office Supplies	\$1,000.00	
Administration Supplies	\$1,000.00	
PURCHASED SERVICES		
Professional Development w/ The Academy	\$20,000.00	
2M Payroll and Human HR Software (Initial Purchase Costs)	\$3,200.00	
PowerSchool Student Management System	\$3,200.00	
Curriculum Purchase: Used Texts i.e Saxon, Spalding, Shurley	\$25,000.00	
Curriculum Purchase: Academy Transfers	\$1,000.00	
OTHER		
Phone/Intercom System	\$2,250.00	
Westwood Remodeling Costs & Tenant Relocation Costs	\$80,000.00	65K for tenant relocation, and \$15K for remodel items not included by landlord
Lease Security Deposit	\$7,100.00	
Signage	\$2,000.00	
Computers/Software/Network costs	\$3,000.00	
Teacher Computers and Two Building Printers	\$4,500.00	
Library	\$1,000.00	
Food Services Equipment	\$1,500.00	
Lunch Room Tables & Chairs	\$2,200.00	
Audio Visual Equipment: Projectors, Overheads, Screens	\$1,000.00	
Science Room Equipment	\$1,000.00	
Gymnasium Equipment	\$1,050.00	
Playground Equipment	\$2,950.00	
File Cabinets (used)	\$400.00	
Music Program (Piano? Music? Player? Risers?)	\$1,000.00	
Health Supplies, First Aid, etc.	\$200.00	
ISBA Governance Training: 12 Months	\$1,250.00	
<hr/>		
Total Expenses	\$246,100.00	
Contingency reserve	\$3,900.00	

APPENDIX BB

April 5, 2012

Summit Public Charter School
Marketing, Public Relations, and Fundraising

May, 2012 Obtain Albertsons Grant of \$250,000

June 13, 2012- Live @ 5, . We will have a booth at this free community concert series throughout the summer. Our goal is to build our contact & waiting lists by gaining 15 new names per event.

June 23, 2012- have a booth set up at "airport appreciation day" Goal, to get 75 new names on our lists.

June 27, 2012- live @ 5, We will have a vender booth, and will raise \$250. We will also add 15 new names to our lists

July 11, 2012- live a@ 5, add 15 new names to our lists

July 21, 2012- Pioneer Days Celebration- We will have a vender booth, and will raise \$500.00. In addition to our vender booth, we will pass out information, and add 75 new names to our lists

August 9, 2012- Chubbuck Days Concert with Jordan Bluth. This is going to be a free concert given in conjunction with the Chubbuck Days Celebration. We have sole rights to sell food during the event, and plan to raise \$1,000 by selling dinners.

August 10, 2012- Jordan Bluth Concert. We will sell tickets for the Jordan Bluth concert, and plan to raise \$15,000. We will do heavy marketing for our event through radio, TV, newspaper, Face book, and flyers around town.

November 17, 2012- Open House, We plan to add 50 new names to our lists from the open house.

January 2013- obtain radio and News spots on the School, and progress being made.

February 2013- Open House, our Goal will be to have 100 applications submitted.

March 2013- Spring Fair, 3 day event. We will have 300 new applications submitted at this large event.

April 2013- Open house, our Goal will be to have 100 applications submitted.

May-August 2013, Fundraising will be our main focus as we prepare to open Summit Public Charter School.

April 5, 2012

From: [Carol Oliver](#)
To: j.braack@theacademyarc.com; ellen.jensen06@gmail.com; mdparker@hotmail.com
Cc: [Tamara Baysinger](#); mtaylor@sde.idaho.gov
Subject: Stallcop, Rebecca - Our File #3695
Date: Monday, January 30, 2012 2:04:58 PM
Attachments: [Register - Arc.pdf](#)

Re: THE HARBOR SCHOOL METHOD® and Summit Public Charter School

I represent BMED, Inc. and Rebecca Stallcop for intellectual property law matters. BMED, Inc. owns the U.S. Trademark #2,333,859 for THE HARBOR SCHOOL METHOD® relating to educational services. Ms. Stallcop is the president, and a founder, of BMED, Inc. A copy of the registration is attached.

It has come to my attention that Mr. Braack is planning to soon open a public charter school in Pocatello named Summit. Also, I understand that Ms. Jensen and Mr. Parker of the Academy (ARC) are involved in assisting Mr. Braack with his start-up efforts for the Summit School, and have committed to further assist him with operations of Summit after start-up. It appears from public documents that the planned school has been identified as a "HARBOR" school, and it will be operated according to the THE HARBOR SCHOOL METHOD®.

This is to notify you that any unauthorized use of the terms "THE HARBOR SCHOOL METHOD" or "HARBOR SCHOOL" or "HARBOR" relating to educational services is illegal and an infringement of my client's trademark rights. If prosecuted, such unauthorized use may subject the parties involved to an injunction, damages, and costs. Damages may include the cost of corrective advertising, and may be trebled, at a court's discretion. Also, a court may award attorney's fees in the case of deliberate or willful infringement. For example, in a 1976 Iowa case, the Court awarded attorney's fees when defendant proceeded to cause confusion after requesting and being denied permission to use a mark.

These remedies above may also be obtained by the trademark owner against parties who may not directly infringe, but who induce or contribute to the trademark infringement. For example, in a 2006 Ohio case, the Court found that the YWCA had enough control to prevent trademark infringement from taking place on its premises, so it could be found liable for contributory infringement.

Also, simply not identifying a product or a service the same way that the trademark owner does may not be enough to avoid infringement. For example, selling an exact duplicate of a LINCOLN® motor car with only a different name plate would be an infringement, because the public will confuse the knock-off with the original, due to the overall commercial impression of the looks. What is important in this context is intent – a showing by a trademark owner that a defendant began operations with the intent of deriving benefit from the trademark owner's reputation may be sufficient to find infringement.

Therefore, if you want to create a new school which walks like and talks like a HARBOR

April 5, 2012

SCHOOL™, especially if this is how you have presented your proposed school in your early planning to regulators, parents and students, you must first obtain the permission of BMED, Inc. via Ms. Stallcop. Until permission is obtained, I will consider starting such a school, and the conduct of others who contribute to, encourage or permit such conduct to be trademark infringement, and I will advise my client to prosecute it accordingly.

Best regards,
Ken J. Pedersen

Pedersen & Company, PLLC
1410 N. 28th Street
Boise, ID 83703
Phone: (208) 343-6355
Fax: (208) 343-6341
jp@pedersenco.com
www.pedersenco.com

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April 5, 2012



Tuesday, March 06, 2012

Board of Trustees
The Academy at Roosevelt Center
240 East Maple Street
Pocatello, Idaho 83201

Cc: Joel Lovstedt, James Ruchti

As a measure of good faith, the Board of Directors of Summit Public Charter School desires to provide an update regarding the potential copyright and trademark concerns addressed by Ms. Rebecca Stallcop towards Summit Public Charter School in January, 2012:

On February 3, 2012, The Board of Directors of Summit Public Charter School sent a letter to Ken Pedersen, legal counsel for Rebecca Stallcop, outlining the steps the Board has taken to disavow any relationship and philosophical connection to The Harbor Method™ and The Academy ARC. On February 8, 2012, the Board sent a revised copy of the Summit charter to Mr. Pedersen for his review and for Ms. Stallcop's review. Said version of the charter had been revised to eliminate any reference to The Academy ARC, and any vocabulary and practice connection that could be misconstrued as related to The Harbor Method™. This act of submitting our charter to them for their review was done as a proactive step of professionalism, and was not initially requested. On March 5, 2012, Mr. Petersen, counsel for Becky Stallcop, contacted Mr. Braack by phone, and provided a "courtesy tutorial" regarding the status of Ms. Stallcop's concerns, and his interpretation of copyright law. He assured us that we have resolved all concerns that were raised by his client. He thanked us for our immediate, professional, and proactive communications and efforts with him as her legal counsel. He made the points that he does **not** see any need to pursue this any further, and he made comment that as long as we do the following, we will be free and clear of any potential copyright infringement:

- Eliminate any perception among the community, and future parents, students, and staff of Summit PCS, that we have any legal, contractual, or philosophical connection to The Harbor Method
- Eliminate any perception among the community, and future parents, students, and staff of Summit Public PCS, that we have any legal, contractual, or philosophical connection to The Academy at Roosevelt Center with respects to trademarked and copyrighted materials of The Harbor Method™ currently used by The Academy ARC
- Provide a disclaimer in the text of the Summit charter document to be authorized stating no contractual or philosophical relationship exists between Summit Public Charter School and the copyright or trademark of The Harbor Method™ or Rebecca Stallcop's business entity BMED, Inc.

April 5, 2012

- Demonstrate the previous mentioned steps in our practices and functions as a school

As a point of information, Summit Public Charter School may contract with any entity to work on items which are considered public domain, best instructional or management practices, or which carry copyrights independent of The Harbor Method™, and have legally sound and independent processes for purchase and contracting (i.e., a certified trainer of The Spalding Method, legal purchase of The Shurley Method, Math Connects curriculum, etc.)

Again, Mr. Pedersen indicated we are clear of concerns and even expressed his kind wishes for our success in our charter approval and in our education of students. He stated he cannot provide legal counsel to us, but cordially offered to answer questions about any remaining or future copyright questions as they relate to his client, if we have any arise. For confirmation of his clearance of our petition as it currently exists, we have requested that PCSC staff contact him directly at 208-343-6355.

Regarding our intended relationship with The Academy, as was planned since September 2010, The Board of Directors of Summit Public Charter School regrets the dissolution of any direct relationship with The Academy at Roosevelt Center. Further, the Board of Directors wishes the best for the students and staff at The Academy. Founders and stakeholders of Summit Public Charter School will continue to hold in high regard, the efforts of the Academy faculty and staff, and the examples of character and academic excellence of Academy students.

For further inquiries, please send such correspondence to the following email address:

jbraack@fremont38.k12.wy.us

Sincerely,

Jonathan E. Braack

Jonathan E. Braack, M.Ed.
Chairman
Board of Directors
Summit Public Charter School, Inc.

April 5, 2012

From: Tamara Baysinger
To: [Rich Kirkham](#)
Cc: [Keelie Campbell](#); "[Smith Greg](#)"; "[Mitchell Heath](#)"; "[Braack Jonathan](#)"; "[LORIMER Heather](#)"; "[Romriell Susan](#)"
Subject: FW: Request for postponement
Date: Tuesday, January 31, 2012 3:25:00 PM

Good afternoon, Rich,

Keelie is on the road today and forwarded your request for postponement to me. She was correct in her previous message stating that if Summit's petition is delayed until April, that hearing will be the last one available to Summit. Hopefully, the explanation below will clarify:

I.C. 33-5205(2) states that "following review of any petition and any public hearing provided for in this section [[Summit's first hearing was Dec 15](#)], the authorized chartering entity shall either approve or deny the charter within 60 days after the date of the public hearing [[that puts us at the February 9 meeting](#)], provided however, that the date may be extended **by an additional 60 days** [[in this case, our April 5 meeting](#)] if the petition fails to contain all of the information required in this section, or if both parties agree to the extension."

IDAPA 08.02.04.205.06(d) supports the above except that it permits a final delay of 90 days (instead of 60) by mutual agreement. The difference is likely irrelevant, as the PCSC has no plans to meet between April 5 and May 31.

I'll take Summit off the February 9 agenda; please let us know immediately if you wish to reconsider.

Regards,

Tamara L. Baysinger
Director, Idaho Public Charter School Commission
208-332-1583

From: Keelie Campbell
Sent: Tuesday, January 31, 2012 1:23 PM
To: Tamara Baysinger
Subject: Fwd: Request for postponement

Sent from my iPhone

Begin forwarded message:

From: Rich Kirkham <rich@richkirkham.com>
Date: January 31, 2012 11:24:42 AM MST
To: Keelie Campbell <Keelie.Campbell@osbe.idaho.gov>
Cc: Smith Greg <payton442@hotmail.com>, Mitchell Heath <heath.mitchell@zionsbank.com>, Braack Jonathan <Mr.gmoneyyo@gmail.com>, LORIMER Heather <lheather269@gmail.com>,

April 5, 2012

Romriell Susan <susanromriell@hotmail.com>
Subject: Request for postponement

Dear Keelie,

On behalf of the board of directors for Summit, I would like to request that our February 9th public hearing be postponed. As you are aware we have been given notice that Becky Stallcop with BMED alleges that our efforts to start Summit may infringe on certain trademarks and copyrights that she owns. We have previously enlisted the help of legal council to research this potential conflict, and we are working to resolve these issues, but it is unlikely that all of this will be sorted out in time for the February 9th hearing date. When we next come before the Commission we want to assure them that any questions regarding this matter are resolved.

Previously I asked you about postponing our hearing until April and I understood that you said that was possible to do so, but that April would be our final appeal opportunity. As I have read through Section 33-5205(2) it appears to me also that "the date may be extended...if both parties *agree* to the extension".

Therefore I would request, on behalf of our board, that we agree and the Charter Commission agree to postpone the date of our hearing to a future time yet to be determined so we can properly work through any potential legal issues that may be pending. This is obviously in the best interests of all concerned. Once we have a better handle on this we can contact you and reschedule the hearing.

We appreciate the Consideration of the Commission in this request. Please let me know if I need to address this request directly to Mr. Reed.

Sincerely,

Rich Kirkham

33-5205(2) Following review of any petition and any public hearing provided for in this section, the authorized chartering entity shall either approve or deny the charter within sixty (60) days after the date of the public hearing, provided however, that the date may be extended by an additional sixty (60) days if the petition fails to contain all of the information required in this section, **or if both parties agree to the extension**. This public hearing shall be an opportunity for public participation and oral presentation by the public. This hearing is not a contested case hearing as described in [chapter 52, title 67](#), Idaho Code.

On Jan 30, 2012, at 4:17 PM, Keelie Campbell wrote:

Attached is my latest review of your petition. Tamara has not yet added her comments.

April 5, 2012

Keelie Campbell
Idaho State Board of Education
Charter School Program Manager
208-332-1585

<2 Summit 1-18-12 Petition Review Memo.docx><3 Summit 1-18-12 Charter
Petition with staff comments.docx>